

**PARTICIPATING ADDENDUM
FOR
PASSENGER VEHICLE AND BOX TRUCK RENTAL
BETWEEN
EAN SERVICES, LLC
AND
THE STATE OF SOUTH DAKOTA
CONTRACT #17991**

This Participating Addendum is entered into by the **State of South Dakota** (the "State") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number PO-10700-00050035, executed by Contractor and the State of Oregon ("Lead State") for Passenger Vehicle and Box Truck Rental ("Master Agreement"):

Master Agreement #: PO-10700-00050035
State Contract #: 17991

EAN Services, LLC ("Contractor")
600 Corporate Park Drive
St. Louis, MO 63105

I. Participating State shall participate in:

- a. Both Passenger Vehicle and Box Trucks
- b. Personal Use is allowed under this PA as mutually agreed upon with the State and Contractor.

II. PARTICIPATING ADDENDUM CONTACTS.

For Contractor:
Ryan Benhoff
Ryan.J.Benhoff@em.com

314-928-3079

For the State:
Lisa Hubbard
Lisa.Hubbard@state.sd.us
605-773-4580

III. TERM. This Participating Addendum is effective as of the date of the last signature below, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth in the Master Agreement or herein.

IV. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. The State has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

- V. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Request for Services placed hereunder will be governed by, and construed in accordance with, The State's laws.
- VI. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and the State and Purchasing Entities.
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Drop Fees.** Notwithstanding anything in the Master Agreement to the contrary, the drop fee for Home City or non-airport in-state one-way rentals (i.e. vehicles picked up and dropped off in the same state) in the State of South Dakota shall be \$0.00.
 - c. LIABILITY PROTECTION FOR BOX TRUCK ONLY.** For rentals in the U.S. to Authorized Users for Business Use who are 21 years old or older only, rates for Box Trucks include LP for accidents arising out of the operation or use of the rental vehicle with a combined single limit of \$1,000,000, upon the terms and subject to the limitations set forth in the Master Agreement and this Participating Addendum and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental Box Truck. Box Truck rates will reflect the \$1M Liability Rate Plan in the Master Agreement.
 - d. Controlling Law of Venue:** The laws of the state of South Dakota and applicable federal laws and regulations of the United States apply to any dispute arising out of this Participating Addendum, its subject matter, or its formation. The parties shall bring any dispute or claim, arising out of or related to this Participating Addendum, before a federal or Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
 - e. Indemnification:** Contractor agrees to defend and indemnify the State of South Dakota, its officers, agents, and employees, from and against third-party claims or proceedings for actions, suits, damages, liabilities, or other losses arising out of Contractor's negligent act or omission or willful misconduct in performing services under this Agreement. Contractor's obligation to indemnify includes the payment of reasonable attorney fees and other costs of defense. This section does not require Contractor to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising from errors or omissions of the State, its officers, agents or employees.
 - f. Insurance:** Contractor shall maintain, at all times during the term of this Agreement, the following insurance coverages (coverage does not apply to renters) with limits not less than:
 - i. Commercial General Liability:** Occurrence-based coverage of not less than \$1,000,000 per occurrence. If subject to a general aggregate, such aggregate shall apply separately to this Agreement or be at least twice the occurrence

limit. The policy shall include the State of South Dakota, its officers and employees, as additional insureds, where their interests may appear for liabilities arising in whole or in part by the conduct of the Contractor.

- ii. **Business Automobile Liability:** \$1,000,000 per accident, including coverage for owned, hired, and non-owned vehicles. This coverage may be self-insured.
- iii. **Worker's Compensation Insurance:** As required by applicable state or federal law.

Upon request, Contractor shall provide a current certificate of insurance to the State's Contract Manager prior to expiration of the existing certificate throughout the term of this Participating Addendum and any renewals.

- g. Compliance with SDCL ch 5-18A:** The contractor certifies it is not an organization or business entity, including any wholly-owned or majority-owned subsidiaries, parents, or affiliates, regardless of principal place of business, that is directly or indirectly owned or controlled by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

If this certification is false, the State may terminate the contract and suspend or debar the contractor pursuant to SDCL § 5-18D-12.

The contractor shall provide immediate written notice if it no longer complies with this certification during the term of the contract. Noncompliance may result in termination and suspension or debarment under SDCL § 5-18D-12.

- h. Restriction of Boycott of Israel:** Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000.00) or more, by signing this Agreement vendor/contractor certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Vendor/contractor further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by mutual agreement of The

State and Contractor within ten (10) calendar days of the amendment's effective date and such agreement is documented thereafter via written amendment hereto

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VII. REQUEST FOR SERVICES. Purchasing Entities may place a Request for Services under this Participating Addendum by referencing the applicable CD number. Any Authorized User may reserve a Passenger Vehicle or a Box Truck via a Request for Services by using the Account Number provided by Contractor to the Purchasing Entity. Each Request for Services placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and The State, if applicable.

VIII. THE STATE REPORTING REQUIREMENTS . The Contractor must keep a record of the purchases made pursuant to the Contract and submit a report to the Agency within sixty (60) days. The report must identify all State agencies and political subdivisions making purchases from this Contract and the quantities purchased pursuant to the Contract during the reporting period. The Contractor must submit quarterly reports via email to the State of South Dakota, Office of Procurement Management at Steven.Berg@state.sd.us.

Quarterly Reporting Schedule:

Quarter 1: Jan 1 – Mar 31 (Due May 31)

Quarter 2: Apr 1 – Jun 30 (Due August 31)

Quarter 3: Jul 1 – Sep 30 (Due November 30)

Quarter 4: Oct 1 – Dec 31 (Due February 28 or 29 (depending on leap year)).

IX. FEDERAL FUNDING REQUIREMENTS. Request for Services funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Request for Services is placed or upon delivery. When applicable, a Purchasing Entity must identify in the Request for Services any alternative or additional requirements related to the use of federal funds. By accepting the Request for Services, Contractor agrees to reasonably comply with the requirements set forth therein.

X. ATTACHMENTS. This Participating Addendum includes the following attachments: **None**

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:
EAN Services, LLC
Attn: General Counsel
600 Corporate Park Drive
St. Louis, MO 63105

Ryan Benhoff
Ryan.J.Benhoff@em.com

For the State:
Lisa Hubbard
Lisa.Hubbard@state.sd.us
605-773-4580

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

The undersigned for each Party represent and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum’s terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

CONTRACTOR:

THE STATE OF SOUTH DAKOTA:

Signed by:

Signature
Matthew Morrison

Authorized Officer
Title
4/13/2026
Date

Signature
Steven Berg
Printed Name
Director, Office of Procurement Management
Title
04/07/2026
Date