

NASPO ValuePoint



PARTICIPATING ADDENDUM

PASSENGER VEHICLE RENTAL AND BOX TRUCK RENTAL

Lead by the State of Oregon

Master Agreement #: PO-10700-00050035

Contractor: **EAN SERVICES, LLC**

Participating Entity: **STATE OF SOUTH CAROLINA**

Contract Number: **4400037941**

The following products or services are included in this contract portfolio:

- *Passenger Vehicle Rental*
- *Personal Use*

The following products or services are not included in this agreement:

N/A

Master Agreement Terms and Conditions:

Scope: This addendum covers the *Passenger Vehicle Rental and Box Truck Rental*

1. procurement led by the *State of Oregon* for use by state agencies and other entities located in the Participating State of South Carolina authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

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 Participating Entity and Purchasing Entities. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by mutual agreement of Participating Entity and Contractor within ten (10) calendar days of the amendment's effective date and such agreement is documented thereafter via written amendment hereto.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of South Carolina. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Pursuant to Section 11-35-4810, South Carolina public procurement units, both state and local (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) are authorized to participate in cooperative purchasing.

Participation by local public procurement units (as defined by S.C. Code Ann. § 11-35-4610(3), as amended) in the Master Agreement is optional. By submitting an order and

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receiving delivery of an item pursuant to the Master Agreement, a local public procurement unit manifests its intent to be and is bound by the Master Agreement, including this addendum.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Ryan Benhoff
Telephone:	314-928-3079
Email:	Ryan.J.Benhoff@em.com

Participating Entity

Name:	Michael Speakmon
Address:	1201 Main St, Ste 600, Columbia SC 29201
Telephone:	803-737-9816
Email:	mspeakmon@mmo.sc.gov

4. Notice: Any notice required herein shall be sent to Contractor:

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

PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity. The following changes are modifying or supplementing the Master Agreement terms and conditions:

5. Definitions:

“Authorized Agent” All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (S.C. Code Ann. § 11-35-2015)

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“Authority” means the South Carolina State Fiscal Accountability Authority. (S.C. Code Ann. § 11-35-310(2))

“Procurement Officer” means the person, or his successor, identified as such in this Participating Addendum. (S.C. Code Ann. § 11-35-310(26))

“SC Participant(s)” means all participating South Carolina public procurement units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended) and refers to “Purchasing Entities” under the Master Agreement.

“State” means the State of South Carolina and its Using Governmental Units. (S.C. Code Ann. § 11-35-310(34))

“You and Your” means contractor.

“Using Governmental Unit” means all South Carolina Public Procurement Units [11-35-4610(5)] eligible to purchase under this contract.

6. Authority as Procurement Agent: The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. (S.C. Code Ann. § 11-35-2015)
7. South Carolina Prompt Payment Statute: The obligations of any SC Participant are governed by Section 11-35-45 of the South Carolina Code of Laws, if the participant is a "governmental body," as that term is defined in Section 11-35-310(18).
8. SC Registered Distributor: Vendor agrees to distribute its products to South Carolina public procurement units through vendors registered with the South Carolina Secretary of State as an authorized South Carolina vendor when available <http://www.scbos.sc.gov>. (S.C. Code Ann. § 11-35-4810(4))
9. Open Trade: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.
10. Choice of Law: This PA is established as a term contract (as defined in Section 11-35-310(37)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-

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310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(37). See clause entitled "Acceptance of Offers 10% Below Price." Use by local public procurement units is optional. Section 11-35-4610(3) defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(24) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

The contract, any dispute, claim, or controversy relating to the contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. (S.C. Code Ann. § 11-35-2050)

11. **Statewide Contract – Mandatory:** (a) With this solicitation, the state seeks to establish a contract available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). This contract is a "term contract" as defined in Section 11-35-310(37). Accordingly, use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances. See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(24) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts. (b) The State is entitled to audit the books and records of you to the extent that such books and records relate to the performance of the work. Such books and records will be maintained by the contractor for a period of three years from the date of final payment under the contract, unless a shorter period is authorized in writing by the Chief Procurement Officer. (c) Subject to the limitations herein, a Using Governmental Unit may include "additional contract terms" in a purchase order. For purposes of this paragraph, "additional contract terms" shall mean only terms included to comply with federal laws as are mandatorily applicable to an expenditure of federal assistance, grant, or contract funds. Additional contract terms may not be used if they will result in an increase in pricing or materially alter the scope of work, regardless of whether the Contractor accepts the terms. Contractor may decline to honor a purchase order that includes additional contract terms, but only if the Contractor provides the applicable Using Governmental Unit with reasonable written notice of such rejection and the work acquired with that purchase order has not begun. For purposes of a specific purchase order, Contractor accepts additional contract terms by performing any of the work acquired with that purchase order. (d) EFT information the Contractor provides to the State Treasurer's Office (STO) is only used to process payment of invoices to Using Governmental Units on whose behalf the STO makes payment. For all other Using Governmental Units the method of payment must be addressed in the purchase order. See clause titled "Payment & Interest." (e) If the contractor is suspended or debarred pursuant to Section 11- 35-4220, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions: (1) order the contractor to not accept any further orders under the contract until the suspension or debarment has been lifted; (2)

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terminate this contract; (3) order the contractor to not accept any further orders under any other statewide contract; or (4) terminate the contractor's award of any other statewide contract.

12. Statewide Contract – Mandatory [Term] - Acceptance Of Offers 10% Below Price: Pursuant to Section 11-35-310(37), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisitions pursuant to this clause must be documented by the procurement officer using the form at this link:

<https://procurement.sc.gov/files/Purchase%20Order%20Attachment%20%28MAY%202024%29.pdf> .

13. Choice-of-Forum. All disputes, claims, or controversies relating to the contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided in the contract or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
14. No Indemnity or Defense: Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. (S.C. Code Ann. § 11-35-2050) As a result of EAN's position on indemnity, Participating Entity acknowledges and agrees that the State and SC Participants will not have youthful drivers pursuant to Exhibit 3, Section 1.2.5 (Youthful Driver Parameters) of the Master Agreement, and the State and SC Participants will not utilize Signature on File pursuant to Exhibit 4, Section 1.26 (Signature on File) of the Master Agreement.
15. EFT Information: The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). Additional information is available at the STO's website at <https://treasurer.sc.gov> (.) The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. (S.C. Code Ann. § 11-35-45(c))

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16. Payment & Interest:

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled "EFT Information." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the SC Participant. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

17. **Drug Free Work Place Certification:** Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

18. **Publicity:** Contractor shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

19. **CISG:** The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

20. **Statewide Term Contract – Contract Limitations:** No sales may be made pursuant to this contract for any item or service that is not expressly included in the Scope. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

21. **Relationship of Using Governmental Units:** Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and

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liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act.

22. Administrative Fee:

(a) Procurement Services (PS) establishes and maintains master State contracts for the benefit of all South Carolina state and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee which each contractor includes in its contract pricing (though not separately itemized or invoiced) and is paid to the vendor by each participating public entity. The contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE - CALCULATION." The price stated in the contractor's bid or proposal must include all amounts necessary for contractor to meet this obligation.

(b) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. - Mar., Apr. - Jun., Jul. - Sep., and Oct. - Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than sixty (60) days following the end of the reporting period (Example: payment for the reporting period ending March 31 is due May 31). If the amount due for a reporting period is less than \$10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division
Attn: Reports Manager
1201 Main Street, Suite 600
Columbia, SC 29201
Phone: (803) 737-1254 (ask to speak to the Reports Manager)

Failure to receive the information packet does not relieve contractor from its obligations hereunder.

(c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information reasonably requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in

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the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals), no more than annually, in order to audit all transactions involving fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due and reimburse PS for all reasonable costs of the audit.

(e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action. (f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;

(2) terminate this contract;

(3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract. Reports MUST reference the SC Participating number 4400037941 to assure accurate accounting of purchases under this contract and reported administrative fees. Each remittance will include the period covered and the contract number. (S.C. Code Ann. § 11-35-4860(5))

23. Administrative Fee – Calculation: For each reporting period, Contractor shall pay to Procurement Services a fee equal to one and one quarter (1.25%) percent of all base rental charges and the following optional products: GPS units, satellite radio service, toll device, Personal Affects Insurance (PAI), Personal Effects Coverage (PEC), and any charges for additional roadside assistance purchased by the Authorized User, BUT specifically excluding: taxes, facility charges and concession recovery and other pass-through fees and charges received from Authorized Users during the reporting period pursuant to this Participating Addendum (excluding sales taxes and adjusted for credits or refunds). (S.C. Code Ann. § 11-35-4860(5))

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24. **Taxes:** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. (S.C. Code Ann. Title 12, Chapter 36)

25. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement, subject to adjustment for the Administrative Fee, unless the parties to the order agree in writing that another contract or agreement applies to such order.

26. **Term of Contract:** The initial term of this contract will begin on September 16, 2025. The initial term will end at the end of the then current term of the Master Agreement at the time the Participating Addendum is executed. At the end of the initial term, and at the end of each renewal term, this contract shall renew in accordance with the terms of the Master Agreement. Regardless, this contract expires no later than the expiration date of the NASPO ValuePoint Master Agreement. (S.C. Code Ann. § 11-35-2030)

27. **Insurance:** Contractor agrees to obtain and maintain the following insurance coverages with respect to the acts or omissions of Contractor and/or any of its employees or agents (but not any renters or permissive operators under a Rental Contract.) Notwithstanding anything to the contrary herein, Contractor shall have the right, at its option, to self-insure any or all of the following risks to the extent permitted by applicable law. The amount carried by the contractor is to be sufficient to cover its damages.

The required insurance limits are identical to the amounts the state carries for state owned vehicles. The same amounts are required for any vehicles rented by the state or its political subdivisions. Contractor must provide automobile liability insurance as follows.

- Combined Single Limits of \$600,000 minimum,
- Combined Single Limits of \$1,000,000 minimum for vehicle rentals to travel out of state,
- Statutory limits for uninsured coverage (\$25,000/person, \$50,000/accident, bodily injury and \$25,000/per accident property damage).

Optional coverage

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- Comprehensive/Collision Coverage at discretion of Contractor

28. Authorized Drivers: Renters under the Master Agreement must be at least 21-years old. Students renting or driving vehicles rented on behalf of universities or colleges must be operating the vehicle on official university/college business, or in connection with university/college-sanctioned activities. For rentals outside of South Carolina, drivers of vehicles with 10-passenger seating capacity must be 21 years old. Renters must be 25 years of age or older to rent 12-and 15-passengervans. All renters must have a driver's license that is valid during the entire rental period and book under a valid State Account Number. Contractor maintains the right to verify employment or other affiliation with Participant that would give them the right to rent as an "Authorized User".

29. Reporting: The contractor will provide the South Carolina State Fleet Management with quarterly reports summarizing State rental activities. These reports will be due no later than sixty (60) days following the end of the reporting period and will detail the rental activities of the previous quarter. The reports shall include a list of vehicles rented, sorted by using governmental unit, vehicles class, days rented, miles driven, rate charged and invoiced amount. Contractor will track and provide the State with availability and delivery waiting statistics.

The reporting requirement is for ALL vehicles rented throughout the reporting period and is not limited to the vehicles listed in this document. The State needs this information for analysis in determining future State vehicle rental requirements. The State may add or delete vehicle classes/types based on the amount of use during the contract period. The State requires reports to be in an electronic format. Reports will be E-mailed to: sfminfo@admin.sc.gov.

30. Pickup and Delivery Fees: Contractor's "We'll Pick You Up" service is available to our customers. With a 24-hour notice, we will pick up a Traveler at any home or business address in the United States. This service is available at no additional cost within a 5-mile radius of the rental location. Fees may apply outside of this area. Any delivery of vehicles and pick-up of vehicles after the completion of a rental and any such provided service and cost associated with such will be determined by the renting location.

In the State of South Carolina, delivery may be provided upon advance notice, subject to availability, and fees may be assessed in the sole discretion of the renting location.

31. Drop Fees: If using governmental unit employees choose to drop vehicles at another location, the using governmental unit will pay the standard drop fee charged to other

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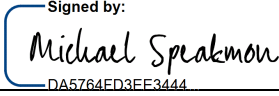
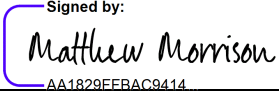
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customers. Drop fees shall be itemized in the monthly statements provided to the using governmental unit.

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 Carolina shall be \$0.

32. South Carolina Vehicle Licensing Fee (VLF). The Contractor may change the fee amount at any time during the term of the contract. For any changes to the VLF fee within the State of South Carolina the Contractor must submit a Change Order to the contract. The VLF fee in the State of South Carolina at the initiation of the contract is \$3.00.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of South Carolina	Contractor: EAN Services, LLC
Signature: <div>Signed by:  DA5764ED3FE3444</div>	Signature: <div>Signed by:  AA1829FFBAC9414</div>
Name: Michael Speakmon	Name: Matthew Morrison
Title: Procurement Director	Title: Assistant Secretary
Date: September 10, 2025 5:23 AM PDT	Date: September 9, 2025 12:50 PM PDT

[Additional signatures may be added if required by the Participating Entity]

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at ccc@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.