

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 PAGES

AGREEMENT NUMBER

5-20-99-24

AMENDMENT NUMBER

2

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTOR NAME

EAN Services, LLC

2. The term of this Agreement is:

START DATE

March 1, 2021 or Upon State's Approval whichever is earlier

THROUGH END DATE

February 28, 2026

3. The maximum amount of this Agreement after this Amendment is:

\$0.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. The term of this agreement is amended to read March 1, 2021 or Upon State's Approval whichever is earlier through February 28, 2026.

B. Exhibit D, Special Terms and Conditions is replaced in its entirety to include Russian Sanction Orders and GenAI Technology Use & Reporting language.

C. Exhibit F, Short Term Rental Cost Table has been replaced in its entirety to update the rates.

D. Exhibit G, Long Term Rental Cost Table has been replaced in its entirety to update the rates.

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

EAN Services, LLC

CONTRACTOR BUSINESS ADDRESS

600 Corporate Park Drive

CITY

St. Louis

STATE

CA

ZIP

63105

PRINTED NAME OF PERSON SIGNING

Matthew Morrison

TITLE

Vice President & Associate General Council

CONTRACTOR AUTHORIZED SIGNATURE

Matthew Morrison[Matthew Morrison \(Jan 16, 2025 13:49 CST\)](#)

DATE SIGNED

01/16/2025

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTING AGENCY ADDRESS

707 3rd Street

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Travis Williams

TITLE

Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

01/17/2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROV



EXEMPTION (If Applicable)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Severability

If any provision of this agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement.

2. Right to Terminate

The state reserves the right to terminate this agreement subject to 30 days' written notice to the Contractor. The agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the state's notification to the Contractor.

3. Compliance with Recall Notifications

When the Contractor receives a recall notice to owners under Section 30118 of the Federal Motor Vehicle Safety Act pursuant to 49 CFR 577.5 from a manufacturer and the Vehicle Identification Number (VIN) allowing Contractor to identify vehicles subject to the recall, Contractor shall ground all such vehicles as soon as practicable. Pursuant to this policy such vehicles will not be made available for rental under the state of California contract until a remedy specified by the manufacturer has been completed.

4. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the state and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations. The Contractor agrees to be as fully responsible to the state for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the state's obligation to make payments to the

Contractor. As a result, the state shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

5. Resolution of Contract Disputes

A. In the event of a dispute, Contractor will attempt resolution with the DGS/STP Contract Administrator with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with DGS, Office of Fleet and Asset Management Office Chief within ten (10) days of the failed resolution at the following addresses:

Department of General Services
Office of Fleet and Asset Management
1700 National Drive
Sacramento, CA 95834
Attention: Office Chief

B. Within ten (1) days, the Office Chief shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Office Chief shall be final.

6. Employment of Undocumented Workers

By signing this Agreement, the Contractor swears or affirms that it has not, in the preceding five years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

7. Specific Statutory Reference

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

8. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)

The state has established no goals for DVBE participation for this Agreement. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 *et seq.*, which is incorporated by reference. Contractor is urged to use DVBE Subcontractor(s). If used, work completed by the DVBE Subcontractor should be clearly defined.

9. Exclusivity

The base rates established for the Short-term and Long-term commercial car rentals are exclusive to this MSA across all non-federal government business in

the state of California. Non-federal government agencies in the state of California that inquire with the contractor about the rates offered in this MSA will be directed to the Statewide Travel Program.

10. Laws to be Observed

The Contractor shall keep fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, a Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the DGS Contract Administrator or Requesting Agency Contract Administrator in writing.

11. **RUSSIAN SANCTION ORDERS:** On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

12. **GENAI TECHNOLOGY USE & REPORTING:** During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously

undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

EXHIBIT F

**SHORT TERM RENTAL COST TABLE
(Base Rates)**

A. Contractor will not charge the state more than the contract rates set forth below.

Note: The state of New York is exempt from the Base Rate listed below. Such rates are subject to open market rates quoted at time of actual car rental.

2025 Long Term Exhibit F Car and Large Truck Rates					
Car Class	Exhibit F Item	Vehicle Description	Daily Rate	Weekly Rate	Monthly Rate
CCAR	a	Compact Sedan	\$42.12	\$176.92	\$707.69
ICAR	b	Mid-Size/Intermediate	\$42.12	\$176.92	\$707.69
FCAR	c	Full Size Sedan	\$43.52	\$182.78	\$731.12
MVAR	d	Mini Van	\$61.37	\$306.87	\$1,227.47
CFAR	e	Four Wheel Drive/Compact SUV	\$61.37	\$306.87	\$1,060.09
PPAR	f	Pick-Up Truck	\$72.53	\$334.77	\$1,171.68
SCAH	g	Hybrid Electric Vehicle	\$52.45	\$262.23	\$1,048.93
ICAE	h	Plug-In Hybrid/Zero Emission	\$60.26	\$301.29	\$1,205.16
SCAR	i	Standard Sedan	\$43.52	\$182.78	\$731.12
SFAR	j	Medium SUV	\$83.69	\$418.46	\$1,311.17
FFAR	k	Large SUV	\$117.17	\$585.84	\$1,701.73
PFAR	l	Premium SUV	\$139.49	\$697.43	\$2,008.59
FVAR	m	Large Van	\$139.49	\$697.43	\$2,008.59
SKAR	n	Cargo Van	\$97.55	\$487.74	\$1,557.32
JKAR	o	Mini-Cargo Van	\$80.48	\$402.38	\$1,280.32
UKAR	p	High Top Cargo Van	\$109.74	\$548.71	\$1,676.62
OQAR	q	3/4 Ton Pick-Up Truck w/Tow	\$94.85	\$569.10	\$1,673.83
BCUT	r	15' Cutaway Box Van w/Ramp	\$85.35	\$426.78	\$1,707.09
DBOX	s	16' Box Truck	\$103.64	\$518.22	\$2,072.91
FBOX	t	24' Box Truck	\$121.94	\$609.67	\$2,438.70
GBOX	u	26' Box Truck	\$121.94	\$609.67	\$2,438.70
DSTK	v	14' Stake Bed	\$103.64	\$518.22	\$2,072.91
FSTK	w	24' Stake Bed	\$121.94	\$609.67	\$2,438.72

2025 Long Term Courtesy Car and Truck Rates					
Car Class	Exhibit F Item	Vehicle Description	Daily Rate	Weekly Rate	Monthly Rate
GXAE	-	Full Size Elite Sedan Electric	\$60.26	\$301.29	\$1,205.16
PCAR	-	Premium Sedan	\$61.37	\$319.14	\$1,071.25
LCAR	-	Luxury Sedan	\$78.11	\$429.62	\$1,662.67
IFAR	-	Midsized SUV	\$61.37	\$306.87	\$1,060.09
SPAR	-	Compact Pick-Up Truck	\$72.53	\$334.77	\$1,171.68
RVAR	-	12 Passenger Van	\$139.49	\$697.43	\$2,008.59
ICAM	-	Intermediate Plug-In Hybrid	\$60.26	\$301.29	\$1,205.16
RKAR	-	Heavy Duty Cargo Van	\$109.74	\$548.71	\$1,676.62
UKRR	-	Refrigerated Cargo Van	\$200.86	\$1,004.30	\$4,017.19
DBOR	-	16' Refrigerated Box Truck	\$223.18	\$1,115.89	\$4,463.54
FBOR	-	24' Refrigerator Box Truck	\$290.13	\$1,450.65	\$5,802.61
UQAR	-	1 Ton Pickup	\$111.60	\$669.53	\$2,232.08
BUTL	-	Utility/Service Body	\$111.60	\$669.53	\$2,232.08
CDMP	-	Dump Body	\$111.60	\$669.53	\$2,232.08

B. Contractor Shall submit a Revenue Share check equal to the percentage of total Base Rate charges set forth below.

Revenue Share	Percent of all Base Rate Charges Per Quarter
Total Revenue Share:	11%

EXHIBIT G

**LONG-TERM RENTAL COST TABLE
(Base Rates)**

Contractor will not charge the state more than the contract rates set forth below.
Note: The state of New York is exempt from the Base Rate listed below. Such rates are subject to open market rates quoted at time of actual car rental.

2025 Long Term Exhibit F Car and Large Truck Rates					
Car Class	Exhibit F Item	Vehicle Description	Daily Rate	Weekly Rate	Monthly Rate
CCAR	a	Compact Sedan	\$42.12	\$176.92	\$707.69
ICAR	b	Mid-Size/Intermediate	\$42.12	\$176.92	\$707.69
FCAR	c	Full Size Sedan	\$43.52	\$182.78	\$731.12
MVAR	d	Mini Van	\$61.37	\$306.87	\$1,227.47
CFAR	e	Four Wheel Drive/Compact SUV	\$61.37	\$306.87	\$1,060.09
PPAR	f	Pick-Up Truck	\$72.53	\$334.77	\$1,171.68
SCAH	g	Hybrid Electric Vehicle	\$52.45	\$262.23	\$1,048.93
ICAE	h	Plug-In Hybrid/Zero Emission	\$60.26	\$301.29	\$1,205.16
SCAR	i	Standard Sedan	\$43.52	\$182.78	\$731.12
SFAR	j	Medium SUV	\$83.69	\$418.46	\$1,311.17
FFAR	k	Large SUV	\$117.17	\$585.84	\$1,701.73
PFAR	l	Premium SUV	\$139.49	\$697.43	\$2,008.59
FVAR	m	Large Van	\$139.49	\$697.43	\$2,008.59
SKAR	n	Cargo Van	\$97.55	\$487.74	\$1,557.32
JKAR	o	Mini-Cargo Van	\$80.48	\$402.38	\$1,280.32
UKAR	p	High Top Cargo Van	\$109.74	\$548.71	\$1,676.62
OQAR	q	3/4 Ton Pick-Up Truck w/Tow	\$94.85	\$569.10	\$1,673.83
BCUT	r	15' Cutaway Box Van w/Ramp	\$85.35	\$426.78	\$1,707.09
DBOX	s	16' Box Truck	\$103.64	\$518.22	\$2,072.91
FBOX	t	24' Box Truck	\$121.94	\$609.67	\$2,438.70
GBOX	u	26' Box Truck	\$121.94	\$609.67	\$2,438.70
DSTK	v	14' Stake Bed	\$103.64	\$518.22	\$2,072.91
FSTK	w	24' Stake Bed	\$121.94	\$609.67	\$2,438.72

2025 Long Term Courtesy Car and Truck Rates					
Car Class	Exhibit F Item	Vehicle Description	Daily Rate	Weekly Rate	Monthly Rate
GXAE	-	Full Size Elite Sedan Electric	\$60.26	\$301.29	\$1,205.16
PCAR	-	Premium Sedan	\$61.37	\$319.14	\$1,071.25
LCAR	-	Luxury Sedan	\$78.11	\$429.62	\$1,662.67
IFAR	-	Midsized SUV	\$61.37	\$306.87	\$1,060.09
SPAR	-	Compact Pick-Up Truck	\$72.53	\$334.77	\$1,171.68
RVAR	-	12 Passenger Van	\$139.49	\$697.43	\$2,008.59
ICAM	-	Intermediate Plug-In Hybrid	\$60.26	\$301.29	\$1,205.16
RKAR	-	Heavy Duty Cargo Van	\$109.74	\$548.71	\$1,676.62
UKRR	-	Refrigerated Cargo Van	\$200.86	\$1,004.30	\$4,017.19
DBOR	-	16' Refrigerated Box Truck	\$223.18	\$1,115.89	\$4,463.54
FBOR	-	24' Refrigerator Box Truck	\$290.13	\$1,450.65	\$5,802.61
UQAR	-	1 Ton Pickup	\$111.60	\$669.53	\$2,232.08
BUTL	-	Utility/Service Body	\$111.60	\$669.53	\$2,232.08
CDMP	-	Dump Body	\$111.60	\$669.53	\$2,232.08