



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 09-12-2022

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

| | | | |
|------------------------------|---|---------------------------------|---|
| Order Number: | CMA 0212 0212 CRENAL20A 4 | Procurement Folder: | 653363 |
| Document Name: | CRENAL20A - NATIONWIDE VEHICLE RENTAL SERVICES | Reason for Modification: | CO#03 is issued to incorporate NASPO Amendment #3 to mirror the Master Agreement #9408. This will revise and extend the original agreement and update vendor pricing (Revised 09/15/2022) per the attached documents. |
| Document Description: | NASPO MASTER AGREEMENT No: 9408 CHANGE ORDER No.: 03 | | |
| Procurement Type: | Statewide MA (Open End) | | |
| Buyer Name: | | | |
| Telephone: | | | |
| Email: | | | |
| Shipping Method: | Best Way | Effective Start Date: | 2019-11-15 |
| Free on Board: | FOB Dest, Freight Prepaid | Effective End Date: | 2025-09-15 |

| VENDOR | | | | DEPARTMENT CONTACT | |
|---|-------------------------|----------------------------|----------------------|---|----------------------|
| Vendor Customer Code: | 000000186349 | | | Requestor Name: | Mark A Atkins |
| ENTERPRISE RENT A CAR CO 148 CARRIER WAY STE H | | | | Requestor Phone: | (304) 558-2307 |
| SCOTT DEPOT WV 25560 US | | | | Requestor Email: | mark.a.atkins@wv.gov |
| Vendor Contact Phone: | 3047206890 | Extension: | | <div style="font-size: 48pt; font-weight: bold;">23</div> <div style="font-weight: bold;">FILE LOCATION _____</div> | |
| Discount Details: | | | | | |
| | Discount Allowed | Discount Percentage | Discount Days | | |
| #1 | No | 0.0000 | 0 | | |
| #2 | No | | | | |
| #3 | No | | | | |
| #4 | No | | | | |

| INVOICE TO | SHIP TO |
|---|---|
| VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER | STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER |
| No City WV 99999 US | No City WV 99999 US |

Total Order Amount: _____ **Open End**

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION
 DATE: 09/14/22
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: 9/16/2022
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
 DATE: 9/19/2022
 ELECTRONIC SIGNATURE ON FILE

Extended Description:

STATEWIDE COOPERATIVE AWARD

CMA 0212 CRENAL20A: NATIONWIDE VEHICLE RENTAL SERVICES

CHANGE ORDER No. 03

Change Order No. 03 is issued to incorporate NASPO Amendment #3 to mirror the NASPO Master Agreement #9408. These amendments provide revisions to the NASPO Master Agreement and renew/extend the original contract from 09/15/2022 to 09/15/2025 with updated vendor pricing (Effective 09/15/2022) per the attached documents.

Effective Date: 09/15/2022

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

NO OTHER CHANGES

ORDERING INSTRUCTIONS:

STATE AGENCIES: Ordering Requirements - Spending Unit (s) should issue a wvOASIS Agency Delivery Order (ADO) to the Enterprise Rent A Car vehicle rental location. Non-wvOasis agencies should order using appropriate agency ordering procedures.

Special Instructions - This discount is available nationally at any Enterprise vehicle rental location. Agency must use the State of WV User Code: XZ68WWV.

Approvals Required - None

VENDOR CONTACT INFORMATION:

Rob Halloy, Business Sales Director
148 Carrier Way, Suite H
Scott Depot, WV 25560
304-720-6890 ext. 146
Robert.F.Halloy@ehi.com

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|------------|
| 1 | 78111809 | | | EA | 0.000000 |
| | Service From | Service To | | | |
| | | | | | |

Commodity Line Description: VEHICLE RENTALS

Extended Description:

VEHICLE RENTALS -

See attached pricing pages for contract pricing.

Use State of WV User Code: XZ68WWV.

Rates are available nationally at any Enterprise Rent A Car Company location.



MARK D. SCOTT
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS
DIRECTOR

August 19, 2022

Mr. Scott Davisson, Account Manager
Enterprise Rent A Car Co. (a subsidiary of Enterprise Holdings, Inc.)
148 Carrier Way STE H
Scott Depot, WV 25560

Subject: WV Statewide Contract No.: CRENTAL20A Nationwide Vehicle Rental Services

Dear Mr. Davisson:

The State of West Virginia is offering to extend the subject contract under the published terms, conditions and pricing currently provided under the NASPO Master Agreement. The extension dates are September 15, 2022 through September 15, 2025 which mirror Amendment No. 03 of the NASPO Master Agreement No. 9408. If your company agrees to this extension, please sign below and return the documents to my attention. You may return all renewal documents via email to Mark.A.Atkins@wv.gov.

We agree to extend the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

| | | | |
|---|------------------|--------------------|-----------|
| DocuSigned by: | | | |
|  | Meredith Perkins | Authorized Officer | 8/31/2022 |
| 031C7871FCFC485E Signature | Print Name | Title | Date |

Please call if you have any questions.

Very truly yours,

Mark A. Atkins, CPPB

Buyer Supervisor
West Virginia Department of Administration
Purchasing Division
2019 Washington Street, East
POB 50130
Charleston, WV 25305-0130

Phone: 304.558.2307
Email: Mark.A.Atkins@wv.gov

Amendment No. 3 to Master Agreement #9408

This is Amendment No. 3 to Master Agreement 9408, dated September 16, 2019, as amended from time to time ("Master Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services ("DASPS") as the lead state, on behalf of the member states of NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and The Subsidiaries of Enterprise Holdings, Inc. listed on Schedule 1 here to ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

1. Modification to Section 3 Term of Master Agreement; Non-exclusivity.
2. Modification to Section 2.3 Required Vehicles and Equipment.
3. Modification of Section 11 Price Rate and Guarantee Period

The Master Agreement is amended as follows:

1. Modification of Section 3 Term of Master Agreement; Non-exclusivity (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):
 - a. The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for four (4) additional years or additional one (1) year periods up to a maximum of 4 additional years at the Lead State's discretion and by mutual agreement as to the terms and pricing and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The new expiration date is **September 15, 2025**.

2. Modification to Section 2.3 Required Vehicles and Equipment; (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

Contractor shall only provide Purchasing Entity's and Travelers with rental vehicles with fewer than ~~40,000~~ **80,000** miles. Contractor certifies that odometer and original miles are the same and are accurate. Minimum standard equipment shall include automatic transmission, power steering, power brakes, air conditioning, AM/FM radio, air bags and all-season radial tires. Contractor shall equip and maintain all rental vehicles to meet all federal, state, and local vehicle safety standards, codes, and ordinances.

3. Modification of **Section 11 Price Rate and Guarantee Period** (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

Following the initial Master Agreement period and the Effective Date of this Amendment, Contractor may request unit price or rate increase from Lead State no more often than once per contractual year. Contractor must submit a request (a "Request") to the Lead State Contract Administrator in writing at least 120 calendar days before the proposed effective date of the increase. The Request must show all proposed increases by line and include supporting documentation, such as data from the U.S. Bureau of Labor Statistics Producer Price Index, Employment Cost index or Consumer Price index data. The Lead State must provide initial feedback on the Request within 30 business days of receipt of the Request, and such feedback shall include any request for additional supporting documentation from Contractor. The parties will negotiate the price or rate increase in good faith, and a final decision regarding such request shall be made by Lead State within 60 business days of its receipt of the Request. A price or rate may not exceed 5% of the price or rate immediately before the increase. The Lead State will review all Requests for price or rate increases in good faith and will

review all supporting documentation as a whole. The Lead State will not act in an arbitrary or capricious manner in the rejection of any price or rate increase. Any adjustment or amendment to the Master Agreement is not effective unless approved by the Lead State, no retroactive adjustments to prices or rates will be allowed.

~~All prices and rates must be guaranteed for the initial two-year term of the Master Agreement. Following the initial two-year term of the Master Agreement period, if the Lead State exercises the option to renew, the parties shall negotiate in good faith the rates applicable to any renewal term. If the parties are unable to reach agreement on the new rates, both parties shall have the right to either elect to continue the Master Agreement at the current rates for the renewal term, or to terminate the Master Agreement at the end of the then current term. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed. Any such Rate adjustments shall apply to all Participating Entities and Purchasing Entities.~~

4. Exhibit C Rates of the Contract is deleted and replaced with Revised Exhibit C, effective September 15, 2022.
5. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
6. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within thirty (30) days of the Amendment Effective Date, Contractor shall provide to Agency a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.
7. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Master Agreement, Contractor shall maintain, throughout the duration of this Master Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.
8. Contractor shall comply with all federal laws applicable to the Contractor and to the Goods or Services to be provided under the Master Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Master Agreement, Contractor has no financial or other interest in the outcome of the project.

Except as expressly amended above, all other terms and conditions of Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Master Agreement.

Certification:

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
 - i. Contractor is exempt from backup withholding;
 - ii. Contractor has not been notified by the IRS that is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

- c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
 - i. all tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; and
 - ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
 - iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Authorized Signatures: The undersigned hereby certifies that he or she has the authority to sign on behalf of the Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 hereto.

STATE OF OREGON, acting by and through its Department of Administrative Services, Enterprise Goods and Services

The Subsidiaries of Enterprise Holdings, Inc.

DocuSigned by:
By: Jeffrey Cowan
Title: 031C7871FCFC4D4... Assistant Secretary
Date: 3/28/2022
FEID # 26-1186485

By: John ANGLEMASTER
Title: DAS PS Procurement Manager
Date: 3/29/2022

Approved pursuant to ORS 291.047

By: Karen Johnson, via email
Assistant Attorney General
Date: March 10, 2022

**Amendment 3
Revised Exhibit C – Rates
Effective September 15, 2022**

| Vehicle Type | Daily Rate | Weekly Rate | Monthly Rate |
|------------------------------|-------------------|--------------------|---------------------|
| Sedans | | | |
| Economy/Compact | \$34.65 | \$173.25 | \$693.00 |
| Intermediate/Standard | \$36.48 | \$182.40 | \$729.60 |
| Full Size | \$39.37 | \$196.85 | \$787.40 |
| Passenger Vans | | | |
| Mini Van | \$68.25 | \$341.25 | \$1,365.00 |
| 12 Passenger | \$128.10 | \$640.50 | \$2,562.00 |
| SUV's | | | |
| Mid/Standard SUV | \$65.10 | \$325.50 | \$1,302.00 |
| Full Size / Premium SUV | \$90.30 | \$451.50 | \$1,806.00 |
| Pick- Up Trucks | | | |
| Small Pick-Up Truck | \$73.50 | \$367.50 | \$1,470.00 |
| Large Pick-Up Truck | \$78.75 | \$393.75 | \$1,575.00 |
| Other Classes Offered | | | |
| Premium | \$86.10 | \$430.50 | \$1,722.00 |
| Cargo Van | \$97.50 | \$487.50 | \$1,950.00 |
| Heavy Duty (HD) Cargo Van | \$97.50 | \$487.50 | \$1,950.00 |
| HD XL Cargo Van | \$105.00 | \$525.00 | \$2,100.00 |
| Mini Cargo Van | \$105.00 | \$525.00 | \$2,100.00 |
| Jeep/ Crossover | \$68.25 | \$341.25 | \$1,365.00 |
| Convertible | \$86.10 | \$430.50 | \$1,722.00 |
| Compact Hybrid | \$51.45 | \$257.25 | \$1,029.00 |
| Intermediate Hybrid | \$51.45 | \$257.25 | \$1,029.00 |
| Full Size Hybrid | \$56.70 | \$283.50 | \$1,134.00 |
| 15 Passenger Van | \$147.00 | \$735.00 | \$2,940.00 |

Other Charges

| Vehicle Type | Enterprise/National Airport One-Way Daily Rates | Mileage |
|-----------------------|--|----------------|
| Sedans | | |
| Economy/Compact | \$83.00 | Unlimited |
| Intermediate/Standard | \$83.00 | Unlimited |
| Full Size | \$83.00 | Unlimited |
| Passenger Vans | | |
| Mini Van | \$145.00 | Unlimited |

| | | |
|---|---------------|---|
| 12 Passenger SUV's | Not Available | Not Available |
| Mid/Standard SUV | \$145.00 | Unlimited |
| Full Size / Premium SUV | \$165.00 | Unlimited |
| Pick- Up Truck's | | |
| Small Pick Up Truck | \$145.00 | Unlimited |
| Large Pick Up Truck | Not Available | Not Available |
| Other Class's Offered | | |
| Premium | \$129.00 | Unlimited |
| Jeep/ Crossover | Not Available | Not Available |
| Convertible | Not Available | Not Available |
| Compact Hybrid | \$129.00 | Unlimited |
| Intermediate Hybrid | \$129.00 | Unlimited |
| Full Size Hybrid | \$129.00 | Unlimited |
| 15 Passenger Van | Not Available | Not Available |
| Misc. Other Fees | | |
| Additional Roadside Protection | | \$5.99/ per day |
| Personal Accident Insurance/Personal Effects Coverage | | \$5.13 - \$13.00 per day, subject to change |

| | |
|--------------------------------|---|
| <u>Surcharge Amount</u> | National and Enterprise Airport Surcharge Locations |
| \$3.00 per day | Richmond, VA |
| \$5.00 per day | Augusta, GA; Harrisburg, PA; Phoenix; Sacramento; Scranton, PA; State of Illinois (excluding Chicago); State of Tennessee (excluding Nashville); State of South Carolina (excluding Myrtle Beach); State of Wisconsin |
| \$7.00 per day | Albany , Westchester (HPN); Stewart (SWF); ISLIP (ISP); Burlington (BTV) |
| \$10.00 per day | State of Alaska; Atlanta; Burbank; Hawaii Airports; Jackson, WY; John-Wayne Airport (SNA); Los Angeles area (excluding LAX); Minneapolis/St. Paul; Monterey; Nashville; Oakland; Pittsburg; Providence; Commonwealth of Puerto Rico; Rapid City; San Diego; San Francisco (including the convention Center); San Jose; State of Texas |
| \$12.00 per day | Baltimore; Boston; Detroit; Philadelphia; Washington. DC. |

| | |
|--------------------------------------|--|
| \$15.00 per day | Chicago; Los Angeles International Airport (LAX); Newark (EWR) |
| \$23.00 per day | LaGuardia (LGA). Kennedy (JFK) |
| Surcharge Amount | Enterprise and National Brand Home City Surcharges |
| \$7.00 per day | Long Island Metro, Westchester Metro (including Greenwich and Stamford CT); Burlington Metro (VT) |
| \$10.00 per day | State of Alaska; commonwealth of Puerto Rico; Boston home city; Bemidji and Moorhead, MN; State of Nebraska (excluding Omaha and Lincoln); State of Wyoming (excluding Cheyenne, Laramie, and Jackson); San Francisco downtown |
| \$12.00 per day | Washington, DC area |
| \$15.00 per day | Chicago Home City; Hawaii Home-City |
| \$23.00 per day | NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island) |
| <u>Item</u> | <u>Rate</u> |
| Smoking/damage cleaning | Actual Cost |
| Vehicle Drop Off and Pick up Service | If available to be determined by location. |
| One time Loss of Use Fee | A onetime loss of use fee of up to and not to exceed \$245.00 will be charged only if damage occurs while the Traveler is using the vehicle improperly as set forth in Section 2.8 and damage to the rental vehicle is caused thereby. (up to \$245.00 is loss fee, this fee is one time charge, not to exceed amount and not a per day charge.) |
| 15 Passenger Van available only at | Enterprise Locations |