



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: 09-14-2021

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 3	Procurement Folder:	653363
Document Name:	CRENAL20A - NATIONWIDE VEHICLE RENTAL SERVICES	Reason for Modification:	CO#2 is issued to incorporate NASPO Amendments #1 & #2 to mirror the Master Agreement #9408. This will revise and extend the original agreement and update vendor pricing (Revised 09/15/2021) per the attached documents.
Document Description:	NASPO MASTER AGREEMENT No: 9408 CHANGE ORDER No.: 02		
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:	2022-09-15

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000186349 ENTERPRISE RENT A CAR CO 148 CARRIER WAY STE H  SCOTT DEPOT WV 25560 US Vendor Contact Phone: 3047206890 Extension:	Requestor Name: Mark A Atkins Requestor Phone: (304) 558-2307 Requestor Email: mark.a.atkins@wv.gov																				
<b>Discount Details:</b> <table border="1"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>No</td> <td></td> <td></td> </tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			
	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  No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999 US

**AGENCY COPY**

Total Order Amount:	Open End
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MA 9/14/2021  
 PURCHASING DIVISION AUTHORIZATION  
 DATE: *Tara Hyle*  
 ELECTRONIC SIGNATURE ON FILE  
 SEP 14 2021

ATTORNEY GENERAL APPROVAL AS TO FORM  
 DATE: *John S. Gray*  
 ELECTRONIC SIGNATURE ON FILE  
 9/16/2021

ENCUMBRANCE CERTIFICATION  
 DATE: *Beverly Tolin*  
 ELECTRONIC SIGNATURE ON FILE  
 SEP 17 2021

**Extended Description:**  
STATEWIDE COOPERATIVE AWARD

CMA 0212 CRENAL20A: NATIONWIDE VEHICLE RENTAL SERVICES

CHANGE ORDER No. 02

Change Order No. 02 is issued to incorporate NASPO Amendment #1 and Amendment #2 to mirror the NASPO Master Agreement #9408. These amendments provide revisions to the NASPO Master Agreement and renew/extend the original contract from 09/15/2021 to 09/15/2022 with updated vendor pricing (Effective 09/15/2021) per the attached documents.

Effective Date: 09/15/2021

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.



ALLAN MCVEY  
CABINET SECRETARY

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

W. MICHAEL SHEETS  
DIRECTOR

September 7, 2021

Mr. Scott Davisson, Account Manager  
Enterprise Holdings  
148 Carrier Way STE H  
Scott Depot, WV 25560

Subject: WV Statewide Contract No.: CRENTA20A 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, 2021 through September 15, 2022 which mirror Amendment No. 02 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](mailto:Mark.A.Atkins@wv.gov).

Also attached is an **Affidavit** that is to be part of the purchase order and is required to be signed and dated, and which is signed by the undersigned to the best of its knowledge after reasonable inquiry.

*The subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement 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: <i>Matthew J. Morrison</i>	Matthew J. Morrison	Asst Secy	9/10/2021
Signature	Print Name	Title	Date

Please call if you have any questions.

Very truly yours,

**Mark A. Atkins**

**Senior Buyer, CPPB**  
West Virginia Department of Administration  
Purchasing Division  
2019 Washington Street, East  
POB 50130  
Charleston, WV 25305-0130  
Phone: 304.558.2307  
Fax: 304.558-4115  
Email: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)

Attachment(s)

## Amendment No. 1 to Master Agreement #9408

This is Amendment No. 1 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 of Master Agreement Exhibit B Description of Vehicle Rental Services.

The Master Agreement is amended as follows:

1. Exhibit B Description of Vehicle Rental Services, Section 1.12.1 of the Master Agreement is amended as follows (new language is indicated by underlining and bold and deleted language is indicated by ~~striketrough~~):

#### **1.12.1 Liability Protection for Rental Vehicle:**

Contractor shall provide liability protection with each U.S. vehicle rental transaction at no additional cost to Purchasing Entity for a vehicle operated in compliance with the terms of the Contract. This liability protection, which shall be voided if the rental vehicle is used in any manner listed in Section ~~3.1~~ 2.B, shall extend third party liability protection to Purchasing Entity and Traveler in a combined single limit amount per occurrence of not less than \$1,000,000 per accident for bodily injury, death, or property damage to others arising out of the use or operation of the rental vehicle.

2. 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.
3. 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.
4. 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.
5. 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:

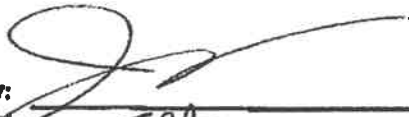
- a. the number set forth in the contract is Contractor correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
  - i. Contractor is exempt from backup withholding;
  - ii. Contractor has not been notified by the IRS that is subject to backup withholding 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 305.620 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.**

By:   
Title: Meredith Perkins  
Date: 1/16/2020  
FEID # \_\_\_\_\_

By:   
Title: SPT  
Date: 1/21/2020

Approved pursuant to ORS 291.047

By: Not needed for this Amendment.  
Assistant Attorney General

Date: N/A

## Amendment No. 2 to Master Agreement #9408

This is Amendment No. 2 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 of Section 1.13 Reservation;
3. Modification of Section 2.8 IMPROPER USE OF VEHICLE;
4. Modification of Rates to add Cargo vans;
5. Modification to Schedule 1.

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 ~~striketrough~~):
  - 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, 2022.**

2. Modification of Section 1.13 Reservation:

In order to guaranty the availability of the vehicle, Traveler must make a reservation at least ~~96~~ **120** hours in advance. **Contractor shall guarantee an available vehicle (not car class) at the location reserved.** If a Traveler walks into a Branch location the rental rates shall be honored on the cars available at the time of Request for Services. Reservations may be made by Participating Entity or Traveler, contracted travel agencies. Reservations shall guarantee vehicle availability including automatic, no-added cost substitution. Reserved vehicle will be held for 3 hours after the Traveler's estimated time of arrival prior to release. Whenever possible, the Participating Entity or Traveler will advise the Contractor a minimum of 8 hours in advance of any change of travel plans necessitating rental vehicle cancellation or delayed pickup, however, in no situation shall the State, Participating Entity or Traveler be liable for payment of "no shows". Travelers and Purchasing Entity's will cancel reservations in the same manner they were made when possible. The Rates and coverages provided herein shall only be available to the Participating Entity and Traveler if the Participating's Entity's Account Number is used at the time of the reservation or at the commencement of the rental transaction.

3. Modification of Section 2.8 IMPROPER USE OF VEHICLE
  - a) In a live artillery fire exercises, or used in training or tactical maneuvers, or in police or other law enforcement activities, it is being understood that the Master Agreement is intended for business travel only. **Usage beyond business travel may be permitted on a state-by-state basis upon expressed written consent in**

**advance of renting by Contractor. Contact your local Enterprise representative or the NASPO Enterprise contact, listed on the NASPO website.**

4. Modification of Exhibit C- Rates

**NASPO-STATE OF WEST VIRGINIA BUSINESS #: XZ68WWV EFFECTIVE: 09/15/2021**

**Exhibit C- Rates**

Vehicle Type	Daily Rate	Weekly Rate	Monthly Rate
<b>Sedans</b>			
Economy/Compact	\$33.00	\$165.00	\$660.00
Intermediate/Standard	\$34.75	\$173.75	\$695.00
Full Size	\$37.50	\$187.50	\$750.00
<b>Passenger Vans</b>			
Mini Van	\$65.00	\$325.00	\$1,300.00
12 Passenger	\$122.00	\$610.00	\$2,440.00
<b>SUV's</b>			
Mid/Standard SUV	\$62.00	\$310.00	\$1,240.00
Full Size / Premium SUV	\$86.00	\$430.00	\$1,720.00
<b>Pick- Up Truck's</b>			
Small Pick Up Truck	\$70.00	\$350.00	\$1,400.00
Large Pick Up Truck	\$75.00	\$375.00	\$1,515.50
<b>Other Class's Offered</b>			
Premium	\$82.00	\$410.00	\$1,640.00
<b>Cargo Vans</b>			
<b>Cargo Van</b>	<b>\$97.50</b>	<b>\$487.50</b>	<b>\$1,950.00</b>
<b>Heavy Duty (HD) Cargo Van</b>	<b>\$97.50</b>	<b>\$487.50</b>	<b>\$1,950.00</b>
<b>HD XL Cargo Van</b>	<b>\$105.00</b>	<b>\$525.00</b>	<b>\$2,100.00</b>
<b>Mini Cargo Van</b>	<b>\$105.00</b>	<b>\$525.00</b>	<b>\$2,100.00</b>
Jeep/ Crossover	\$65.00	\$325.00	\$1,300.00
Convertible	\$82.00	\$410.00	\$1,640.00
Compact Hybrid	\$49.00	\$245.00	\$980.00
Intermediate Hybrid	\$49.00	\$245.00	\$980.00
Full Size Hybrid	\$54.00	\$270.00	\$1,080.00
15 Passenger Van	\$140.00	\$700.00	\$2,800.00

5. Modification of Schedule 1 to the Master Agreement

**SCHEDULE 1**

**Subsidiaries of Enterprise Holdings, Inc.**

Enterprise Leasing Company of STL, LLC  
 Enterprise Leasing Company of Georgia, LLC  
 Enterprise Leasing Company of Florida, LLC  
 Enterprise Leasing Company of KS, LLC  
 EAN Holdings, LLC  
**EAN Services, LLC**  
 Enterprise Leasing Company of Orlando, LLC  
 Enterprise Leasing Company of Indianapolis, LLC  
 Enterprise Rent-A-Car Company of Boston, LLC

Enterprise Leasing Company of Denver,  
LLC  
Enterprise Leasing Company of Chicago, LLC  
Enterprise RAC Company of Maryland, LLC  
Enterprise Leasing Company of Philadelphia, LLC  
Enterprise RAC Company of Baltimore, LLC  
Enterprise Leasing Company of Minnesota, LLC  
Enterprise Leasing Company of Detroit, LLC  
Enterprise Leasing Co of Norfolk/Richmond, LLC  
Enterprise Rent-A-Car Co of San Francisco, LLC  
ELRAC, LLC  
SNORAC, LLC  
Enterprise Rent-A-Car Company of Sacramento, LLC  
Enterprise Rent-A-Car Company of Los Angeles, LLC  
CLERAC, LLC  
Enterprise Rent-A-Car Company of Pittsburgh, LLC  
Enterprise Rent-A-Car Company of Wisconsin, LLC  
Enterprise Rent-A-Car Company of UT, LLC  
CAMRAC, LLC  
Enterprise Leasing Company of Phoenix, LLC  
Enterprise Leasing Company - Southeast, LLC  
Enterprise Leasing Company - West, LLC  
Enterprise Leasing Company - South Central, LLC  
PENRAC, LLC  
Enterprise Rent-A-Car Company - Midwest, LLC  
Enterprise RAC Company of Montana/Wyoming, LLC  
PRERAC, Inc.

6. 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.
7. 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.
8. 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.
9. 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 S. Cowan  
 Title: Authorized Officer  
 Date: 6/28/2021

Digitally signed by  
 Kelly Mix  
 Date: 2021.06.29  
 15:04:51 -07'00'  
 By: [Signature]  
 Title: Deputy State CPO  
 Date: 6-29-21

Approved pursuant to ORS 291.047  
 By: Karen Johnson  
 Assistant Attorney General  
 Date: By Email on June 16, 2021