


| PURCHASING DIVISION AUTHORIZATION |
| :--- |
| DATE: |
| ELECTRONIC SIGNATURE ON FILE |


| ATTORNEY GENERAL APPROVAL AS TO FORM |
| :--- |
| DATE: |
| ELECTRONIC SIGNATURE ON FILE |

ENCUMBRANCE CERTIFICATION

DATE:
ELECTRONIC SIGNATURE ON FILE

## Extended Description:

STATEWIDE COOPERATIVE AWARD
CMA 0212 CRENTAL20B: NATIONWIDE VEHICLE RENTAL SERVICES
CHANGE ORDER No. 02
Change Order No. 02 is issued to incorporate Amendment No. 02 of the NASPO Master Agreement \#9409 to extend the original contract to May 21, 2025 according to all terms, conditions, prices and specifications contained in the original contract (WV Participating Addendum CMA 0212 CRENTAL20B) including all authorized change orders, per the attached documents.

Effective Date: 05/21/2021
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) shall issue a wvOASIS Agency Delivery Order (ADO) to the Hertz Corporation vehicle rental location. Non-wvOasis agencies should order using appropriate agency ordering procedures.

Special Instructions - This discount is available nationally at any Hertz Corporation vehicle rental location.
Approvals Required - None
VENDOR CONTACT INFORMATION:
The Hertz Corporation
Kevin Knorr, Director of Government Sales
Phone: 571-289-6878
Email: kknorr@hertz.com
Nadika Perera, Government Program Administrator
Phone: 239-301-7635
Email: Nadika.Perera@hertz.com

$\left.\begin{array}{|lllll|}\hline \text { Line } & \text { Commodity Code } & \text { Manufacturer } & \text { Model No } & \text { Unit }\end{array}\right]$ Unit Price | 0.000000 |
| :--- |
| 1 |

Commodity Line Description: VEHICLE RENTALS

Extended Description:
VEHICLE RENTALS -
See attached pricing pages for contract pricing.

# DEPARTMENT OF ADMINISTRATION 

W. MICHAEL SHEETS

DIRECTOR

April 06, 2021

Mr. Kevin Knorr, Director of Government Sales
The Hertz Corporation
8501 Williams Road
Estero, FL 33928
Subject: WV Statewide Contract No.: CRENTA20B Nationwide Vehicle Rental Services
Dear Mr. Knorr:
The State of West Virginia is offering to extend the subject contract under the same terms, conditions and pricing. The extension dates are May 21, 2021 through May 21, 2025 which mirror Amendment No. 02 of the NASPO Master Agreement No. 9409. If your company agrees to this extension, please sign below and return the documents to my attention as soon as possible. You may return all renewal documents via email to 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.
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.

$\frac{\text { Director of Government } 5 / \mathrm{Sa} / 20 \mathrm{es}}{\text { Title }} \frac{\text { Date }}{\text { Dat }}$

Please call if you have any questions.

Very truly yours,


Senior Buyer, сРрв
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

## Amendment No. 2

## Hertz Master Agreement for Vehicle Rental Services

This is Amendment No. 2 to Agreement 9409, dated May 21, 2019, as amended from time to time, NASPO ValuePoint Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Hertz Corporation ("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. Revised Section 3 Term of the Master Agreement; Non-exclusivity

The Master Agreement is amended as follows:

1. Section 3 Term of the Master Agreement; non-exclusivity, of the Agreement is amended as follows (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 at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The new expiration date is May 21, 2025.
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.

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 Contract are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Contract.

## 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 Contractor 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 signatures) 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.

## CONTRACTOR



Title: Director of Government Sales
Date: 10/19/2020
FEID \# 13-1938568

STATE OF OREGON, acting by and through its Department of Administrative Services, Procurement Services
By:


Kelly R. Mix
Title: Deputy State Chief Procurement Officer
Date: 10-19-2020

Approved pursuant to ORS 291.047
By: Not needed for this Amendment.
Assistant Attorney General
Date:

