



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: 09-06-2023

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 5	Procurement Folder:	653363
Document Name:	CRENAL20A - NATIONWIDE VEHICLE RENTAL SERVICES	Reason for Modification:	CO#04 is issued to incorporate NASPO Amendment #4 to mirror the Master Agreement #9408. This will update vendor pricing (Revised 09/15/2023) per the attached documents.
Document Description:	NASPO MASTER AGREEMENT No: 9408 CHANGE ORDER No.: 04		
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	<div style="font-size: 48pt; font-weight: bold;">24</div> <div style="font-weight: bold;">FILE LOCATION _____</div>	
Extension:			
Discount Details:			
#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

9-7-23 BAW

Total Order Amount:	Open End
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Purchasing Division's File Copy

ENTERED

MA 09/06/2023
PURCHASING DIVISION AUTHORIZATION

 DATE: 09/07/23
 ELECTRONIC SIGNATURE ON FILE

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

ENCUMBRANCE CERTIFICATION
 DATE:
 ELECTRONIC SIGNATURE ON FILE

9/11/2023

Extended Description:

STATEWIDE COOPERATIVE AWARD

CMA 0212 CRENAL20A: NATIONWIDE VEHICLE RENTAL SERVICES

CHANGE ORDER No. 04

Change Order No. 04 is issued to incorporate NASPO Amendment #4 to mirror the NASPO Master Agreement #9408. These amendments provide revisions to the NASPO Master Agreement with updated vendor pricing (Effective 09/15/2023) per the attached documents.

Effective Date: 09/15/2023

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:

Scott Davisson, WV Account Manager
148 Carrier Way, Suite H
Scott Depot, WV 25560
304-415-3278 Cell
Scott.A.Davisson@ehi.com

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	78111809			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

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.

Amendment No. 4 to Master Agreement #9408

This is Amendment No. 4 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

The purpose of this Amendment is to:

1. Delete Exhibit C Rate and replace it with Revised Exhibit C.
2. Revise Exhibit B Description of Vehicle Rental Services, sub section 1.18.1
3. Revise Section 17 Payments, sub-Section 17.1

The Master Agreement is amended as follows:

1. Exhibit C Rates of the Master Agreement is deleted and replaced with Revised Exhibit C, effective September 15, 2023.
2. Exhibit B Description of Vehicle Services, sub-section 1.18.1, is amended as follows (new language is indicated in bold and underlining):

1.18.1 Round Trip Rentals:

Contractor shall charge only the MA rates for rental of vehicle at each branch location. Rate includes all charges for reservations, shuttle service, collision/loss damage waiver, standard roadside assistance, liability protection for U.S. rentals and other locations where required by law (and in such circumstances in the minimum amounts required by applicable law) and unlimited mileage.

Rates under the MA are not subject to blackout dates and do not require a minimum rental period. Applicable weekend/weekly discounts will be calculated and applied.

Rates are base rates; base rates exclude the following:

- fuel for re-fueling,
- optional services or features purchased by Traveler,
- local and state sales and federal excise taxes,
- airport concession fees,
- city surcharges or city differential fees applicable in certain cities,
- legislative or mandated taxes or fees, bond issues imposed by government bodies and similar charges controlled by third party(ies).

Contractor shall itemize those charges as separate line items on the rental agreement and add the charges to the base rate. Where the Purchasing Entity is not exempt from sales taxes on sales within their state, the Contractor shall add the sales taxes on the billing invoice as a separate entry.

~~Enterprise and National~~ **Contractor** may charge ~~33~~ 50 percent of the daily rate for hourly charges up to the cost of the daily rate.

3. Section 17 Payments, sub-section 17.1, is amended as follows (new language is indicated in bold and underlining):

17.1 Direct Billing. If Contractor and Purchasing Entity have agreed to a direct billing arrangement, Purchasing Entity will ensure the direct billing code provided by Contractor is only accessible by Eligible Renters and is not available to or accessible by the general public. In the event Contractor identifies irregular or suspicious rental activity, Purchasing Entity shall cooperate with Contractor to investigate such activity. If Contractor determines in its sole and absolute discretion that such activity is attributable to non-Eligible Renters, then Contractor shall have the right (but not any obligation) to take such actions as may be necessary or appropriate to control the activity, including but not limited to suspending the applicable Participating Addendum and/or cancelling and re-issuing Contract IDs and other direct billing code(s). Except to the extent of fault on the part of Contractor, Purchasing Entity shall be responsible for all amounts owed pursuant to, arising out of, or in connection with a rental by any non-Eligible Renter (including, without limitation, amounts arising from traffic violations, tolls, parking fines and fees, vehicle damage and loss) and shall pay Contractor such amounts pursuant to the provisions of the Contract.

4. 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.
5. 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.
6. 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 Amendment.

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 as set forth below 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.

By: Matthew Morrison
DocuSigned by: 218817F8535E1486
Title: Authorized Officer
Date: 7/14/2023
FEID # _____

By: _____
Title: _____
Date: _____

Approved pursuant to ORS 291.047

By: Karen Johnson, via email
Assistant Attorney General

Date: July 10, 2023

**Amendment 4
Revised Exhibit C- Rates
Effective September 15, 2023**

Vehicle Type	Daily Rate	Weekly Rate	Monthly Rate	One-Way Airport Daily Rental (unlimited mileage)
Sedans				
Economy/Compact	\$36.38	\$181.91	\$727.65	\$87.15
Intermediate/Standard	\$38.30	\$191.52	\$766.08	\$87.15
Full Size	\$41.34	\$206.69	\$826.77	\$87.15
Passenger Vans				
Mini Van	\$71.66	\$358.31	\$1,433.25	\$152.25
12 Passenger	\$134.51	\$672.53	\$2,690.10	N/A
SUV's				
Mid/Standard SUV	\$68.36	\$341.78	\$1,367.10	\$152.25
Full Size / Premium SUV	\$94.82	\$474.08	\$1,896.30	\$173.25
Pick- Up Trucks				
Small Pick-Up Truck	\$77.18	\$385.88	\$1,543.50	\$152.25
Large Pick-Up Truck	\$82.69	\$413.44	\$1,653.75	N/A
Other Classes Offered				
Premium	\$90.41	\$452.03	\$1,808.10	\$135.45
Cargo Van	\$102.38	\$511.88	\$2,047.50	N/A
Heavy Duty (HD) Cargo Van	\$102.38	\$511.88	\$2,047.50	N/A
HD XL Cargo Van	\$110.25	\$551.25	\$2,205.00	N/A
Mini Cargo Van	\$110.25	\$551.25	\$2,205.00	N/A
Jeep/ Crossover	\$71.66	\$358.31	\$1,433.25	N/A
Convertible	\$90.41	\$452.03	\$1,808.10	N/A
Compact Hybrid	\$54.02	\$270.11	\$1,080.45	\$135.45
Intermediate Hybrid	\$54.02	\$270.11	\$1,080.45	\$135.45
Full Size Hybrid	\$59.54	\$297.68	\$1,190.70	\$135.45
15 Passenger Van	\$154.35	\$771.75	\$3,087.00	N/A

Other Charges

Surcharge Amount	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, Rochester, Buffalo, Syracuse

\$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)
Item	Rate
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 at	Enterprise and National Locations