

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: 
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

Idaho Division of Purchasing

Renewal

Purchase Order Name: Enterprise Vehicle Rental Services
Contract Number: PADD20200208
Parties: State of Idaho
Enterprise Rent A Car Company of UT LLC
This Renewal Value: 1,100,000.00 USD
Total Contract Value: 3,300,000.00 USD
Start Date: Upon Execution
End Date: 9/15/2025 11:59 PM

Contract Managers: Joann Amieva; Joann.Amieva@adm.idaho.gov

Instructions

PADD20200208, Enterprise Vehicle Rental Services(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter and to PADD20200208 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Jason Moore

+1 208-658-0865 ext. 204
Jason.C.Moore@ehi.com

Payment Details Payment Terms: Net 30

Joann

Amieva/Buyer

Digitally signed by Joann
Amieva/Buyer
Date: 2022.08.30 13:31:53
-06'00'

Signature signed By:



BRAD LITTLE

Governor

KEITH REYNOLDS

Director

VALERIE BOLLINGER

Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

August 24, 2022

Subsidiaries of Enterprise Holdings, Inc.
Attn: Jason Moore

VIA ELECTRONIC TRANSMISSION
Jason.C.Moore@ehi.com

RE: Renewal of Contract PADD20200208 Contract for Enterprise Vehicle Rental service, for the State of Idaho.

Expiring 9/15/2022

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is September 14, 2022, to September 15, 2025. The same terms, conditions and prices prevail for the contract renewal period as set forth in the NASPO ValuePoint Master Agreement (as amended), except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your renewal documents.

****On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. By agreeing to renew this contract, you certify as follows:**

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

If the terms of this renewal letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Joann Amieva".

Contract Administrator
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: Subsidiaries of
Enterprise Holdings

Name & Title (Printed): Jeffrey Cowan Authorized Officer

Signature: Jeffrey Cowan
DocuSigned by:
031C7871FCFC4D4...

Date: 8/30/2022

Idaho Division of Purchasing

Name & Title (Printed): Joann Amieva/Buyer
Digitally signed by Joann Amieva/
Buyer
Date: 2022.08.30 14:33:57 -06'00'

Signature: _____

Date: _____

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for PADD20200208

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

Contract PADD20200208
Subsidiaries of Enterprise Holdings, Inc.
Acknowledgment of Idaho State House Bill 220

Subsidiaries of Enterprise Holdings, Inc.

“Contractor”

Acknowledges the following by signing below:

Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the “Act”) and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

Acknowledged by (Print Name): Jeffrey Cowan

Title: Authorized Officer

DocuSigned by:
Signature: Jeffrey Cowan
031C7871FCFC4D4...

Date: 8/30/2022

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Enterprise Vehicle Rental Services
Contract Number:	PADD20200208
Parties:	State of Idaho Enterprise Rent A Car Company of UT LLC
This Renewal Value:	1,100,000.00 USD
Total Contract Value:	2,200,000.00 USD
Start Date:	Upon Execution
End Date:	9/15/2022 11:59 PM

Contract Managers: Quinn Shea; quinn.shea@adm.idaho.gov

Instructions

PADD20200208, Enterprise Vehicle Rental Services (the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's Amendment 2 to PADD20200208 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Enterprise / Nationwide
Kelly Jenkins

+1 208-658-0865 ext. 204
Kelly.Jenkins@ehi.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Details Payment

Terms: Net 30

Special Instructions: n/a

Internal Comments: n/a

Signature signed By:

Quinn Shea

09/15/2021

Amendment No. 2 to Master Agreement #9409

This is Amendment No. 2 to Master Agreement 9409, 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
 - o) 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

Exhibit C– Rates

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

Amendment No. 2

DAS Procurement Services, Version 1.0 – February 20, 2019

Page 3 of 4

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: 031CZ871EFCG4D4 Authorized officer
 Date: 6/28/2021

By: _____
 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

Idaho Division of Purchasing

Amendment

Purchase Order Name:	Enterprise Vehicle Rental Services
Contract Number:	PADD20200208
Parties:	State of Idaho Enterprise Rent A Car Company of UT LLC
This Amendment Value:	0.00 USD
Total Contract Value:	1,100,000.00 USD
Start Date:	Upon Execution
End Date:	9/15/2021 11:59 PM

Contract Managers: Quinn Shea; quinn.shea@adm.idaho.gov

Instructions

PADD20200208, Enterprise Vehicle Rental Services (the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Enterprise Rent A Car Company of UT LLC
Kelly Jenkins

+1 208-658-0865 ext. 204
Kelly.Jenkins@ehi.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Details Payment

Terms: Net 30

Special Instructions: n/a

Internal Comments: Extending to reflect NASPO Expiration date.

Signature signed By:

Quinn
Shea

Digitally signed
by Quinn Shea
Date: 2021.05.17
14:56:11 -06'00'

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 NASPOValuePoint 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 ~~strikethrough~~):

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~~ **2.8**, 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:

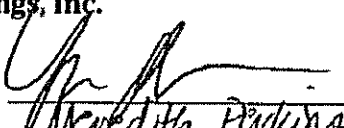
Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:


- 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: 1/15/2020
FEID # _____

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

Approved pursuant to ORS 291.047

By: Not needed for this Amendment.

Assistant Attorney General

Date: N/A



Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Enterprise Vehicle Rental Services
Contract Number: PADD20200208
Contract Value: 1,100,000.00 USD
Purchase Order Date: 12/6/2018
Submitted By: Daniel Downen

Supplier

Enterprise Rent A Car Company of UT LLC
7144 S State Street
Midvale
UT, 84047
Phone: +1 801-736-7300
Email: Kelly.Jenkins@ehi.com

Shipping Details

Ship FOB: Destination, Prepaid
Shipping Instructions: Ship to Ordering Agency

Bill To Address

Bill to Ordering Agency

Ship To Address

Ship to Ordering Agency

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30

Participating Addendum

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Nationwide Car Rental Services, awarded pursuant to State of Oregon Master Agreement 9408, issued as a cooperative contract in conjunction with NASPO ValuePoint. This Contract is issued on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327 and shall be

for the period noted above. It may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the RFP.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Kelly Jenkins

Phone: +1 208-658-0865 ext. 204

E-mail: Kelly.Jenkins@ehi.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. **THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP.** Purchase orders against this PADD will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. **DO NOT INVOICE DOP** unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This PADD, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This PADD
2. State of Oregon's original sourcing event, DASPS-2262-18
3. The Contractor's signed Proposal

Signature : Danny Downen

Signed By : Daniel R. Downen 

**MASTER AGREEMENT # 9408
PARTICIPATING ADDENDUM**

**NASPO ValuePoint
PARTICIPATING ADDENDUM #20200208 ("PADD")**

**NATIONWIDE CAR RENTAL SERVICES
Lead by the State of Oregon ("Lead State")**



Master Agreement #: 9408

Contractor: The Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement

Participating Entity: State of Idaho

The following Goods or services are included in this Addendum:

All vehicle classes as specified on Exhibit C – Rates of NASPO Master Agreement 9408

The following Goods or services are not included in this Addendum:

Cargo and box trucks

Master Agreement Terms and Conditions:

- 1. Scope:** This addendum covers the car rental services provided by Contractor under the Enterprise Rent-A-Car and National Car Rental brands, led by the State of Oregon for use by state agencies and other entities located in the Participating State *Idaho* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
- 2. Participation:** Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

Each State agency and political subdivision, as a Participating Entity, that purchases rental and/or services will be treated as if they were Individual Customers. Except to the extent modified by this PADD, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

The Participating Entity hereby represents that all such entities authorized to use statewide contracts shall be bound by all of the Terms and Conditions of the Master Agreement and this Addendum as if each such entity were an original signatory hereto

3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Craig Lacko
Address:	4041 Airport Center Drive Palm Springs, CA 92264
Telephone:	(415) 290-1369
Fax:	(918) 401-8812
Email:	Craig.Lacko2@ehi.com

Participating Entity

Name:	Daniel Downen, Purchasing Officer
Address:	PO Box 83720, Boise, ID 83720-0075
Telephone:	208.332.1605
Fax:	208.327.7320
Email:	Daniel.downen@adm.idaho.gov

4. **Participating Entity Modifications or Additions to The Master Agreement**

These modifications or additions apply only to Contractor and the Participating Entity.

[x] The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. **Administrative Fee and Usage Report:** Fee: The prices to be paid by the State (the prices provided by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's Administrative Fee Components. The term "Administrative Fee Components" is defined as base rental charges and the following optional products: GPS units, satellite radio service, toll device, Personal Affects Insurance (PAI), Personal Effects Coverage (PEC), and any charges for additional roadside assistance purchased by the Traveler, BUT specifically excluding: taxes, facility charges and concession recovery and other pass-through fees and charges.

For Example: If the total dollar value of the Administrative Fee Components received by Contractor in connection with sales to the Agency for one quarter = \$10,000, Contractor would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Report: Contractor must furnish detailed quarterly usage report, supplying to the State the agency (State or political subdivision), service provided, and the cost of the service. The Contractor must submit the quarterly usage report from the agreement to the State to purchasing@adm.idaho.gov, in Excel format.

Reporting Time Line (Fiscal Year Quarters): Fee and Report Due:


1ST Quarter (July 1 – Sept 30): October 31st
2nd Quarter (Oct 1 – Dec 31): January 31st
3rd Quarter (Jan 1 – Mar 31): April 30th
4th Quarter (Apr 1 – Jun 30): July 31st

Mail your check, in the amount of the Quarterly Administrative Fee, to: State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.

Contractor's failure to submit the required quarterly usage report or remit the Administrative Fee within thirty (30) calendar days of the dates provided above, may result in the State declaring the Contractor in default and may be cause for disqualification of Contractor for future agreements or other action by the State.

7. Amendments: Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) calendar days of the date State receiving notice of the amendment, in order to be effective.
8. Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect.
9. Subcontractors: The Contractor shall provide a list of authorized subcontractors, dealers, or distributors that are able to provide product and/or services to the state of Idaho. The State shall make determinations about which entities the Contractor authorizes as subcontractors, dealers, or distributors that may support the State. State authorized subcontractors, dealers, or distributors will be listed and maintained by the State on the State of Idaho website, <https://purchasing.idaho.gov/statewide-contracts/>. The State reserves the right to add or remove any subcontractors, dealers, or distributors as needed throughout the life the participating addendum.
10. Purchasing Card (PCARD) Payment: Payments under this agreement may be made by ordering agencies using a government issued credit card (Pcard). The Contractor agrees to accept Pcard payments without any additions or surcharges to the State.
11. Request for Service: Any rental completed by a Participating Entity or Purchasing Entity for car rental services available from this Master Agreement shall be deemed to be a Purchase of Service (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Request for Service agree in writing that another contract or agreement applies to such Request for Service. All orders placed by an Ordering Entity must include the Participating State contract number PADD20200208, as well as the Master Agreement No. 9408.
12. Termination for Convenience: The State may terminate this agreement for any reason with thirty (30) calendar days' written notice to the Contractor.
13. Effect of Termination: If this agreement is terminated for any reason, the Contractor must complete any reservations placed prior to the date of termination at the Ordering Entity's option, according to the term of this agreement. The Contractor shall not accept any new reservations after the date of termination.
14. Contractor shall provide the car rental services specified by the State of Idaho at the firm, fixed prices specified in the Master Agreement. All references to the State of Oregon in the Master Agreement shall be deemed to refer to the State of Idaho with the exception of information specific to the State of Oregon such as background information, statistical/factual information, etc.
15. Notwithstanding anything in the Master Agreement to the contrary, the drop fee for Home City or non-airport in-state one-way rentals (i.e. vehicles picked up and dropped off in the same state) in the State of Idaho shall be \$0.00.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Idaho	Contractor: The Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement
Signature: <i>Daniel R. Downen III</i>	Signature: 
Name: Daniel R. Downen III	Name: Meredith Perkins
Title: Purchasing Officer	Title: Authorized Officer
Date: 12/6/2019	Date: 12/5/19

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	
Telephone:	
Email:	

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]