

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 ~~strikethrough~~):
 - a. The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for four (~~4~~) additional years **or additional one (1) year periods up to a maximum of 4 additional years** at the Lead State's discretion and by mutual agreement as to the terms and pricing and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. **The new expiration date is September 15, 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			
Cargo Van	\$97.50	\$487.50	\$1,950.00
Heavy Duty (HD) Cargo Van	\$97.50	\$487.50	\$1,950.00
HD XL Cargo Van	\$105.00	\$525.00	\$2,100.00
Mini Cargo Van	\$105.00	\$525.00	\$2,100.00
Jeep/ Crossover	\$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

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

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