

NASPO ValuePoint

PARTICIPATING ADDENDUM Exhibit_A

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



NASPO ValuePoint Master Agreement# 9408

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

Participating Entity: State of West Virginia

WV Contract# CMA 0212 CRENTAL20A

The following Goods or services are included in this Addendum:

- *All Goods and accessories listed Contractor page of the NASPO ValuePoint website.*

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 State of West Virginia authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
- 2. Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of West Virginia. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
- 3. Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Robert Halloy
Address:	148 Carrier Way Ste H, Scott Depot, WV 25560
Telephone:	(304) 720-6899
Fax:	
Email:	Robert.F.Halloy@ehi.com



PARTICIPATING ADDENDUM Exhibit_A

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

Participating Entity

Name:	William M. Sheets, Purchasing Director, The State of West Virginia
Address:	2019 Washington Street, East
Telephone:	304-558-2306
Fax:	304-558-3970
Email:	w.michael.sheets@wv.gov

4. Participating Entity Modifications Or Additions To The Master Agreement

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

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

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

- A. The terms contained in the WV-96 attached hereto as Attachment 1.
- B. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, Attached as Attachment 2.
- C. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- D. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal



background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

E. REPORTS: The Contractor shall provide to the State of West Virginia’s primary contact person quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

- a. Renting Entity;
- b. Purchase order number or Rental Agreement Number;
- c. Vehicle Type Driven;
- d. Charge Days;
- e. Total Charged Renting Entity.

These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	February 28
March 31	May 31
June 30	August 31
September 30	November 30

5. Reserved

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of West Virginia, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

NASPO ValuePoint

PARTICIPATING ADDENDUM Exhibit_A

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



7. 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.

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

Participating Entity:	Contractor: The Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement
West Virginia Purchasing Division	
Signature:	Signature:
	
Name: W. Michael Sheets	Name: Meredith Perkins
Title: Purchasing Director	Title: Authorized Officer
Date: 11/08/19	Date: 11/8/19

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay, CPPB
Telephone:	503.428.5705
Email:	thay@naspovaluepoint.org

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