



Contract Award Notification Update

Subject: **New Direct Billing Language and Price List Increase for ELRAC LLC, SNORAC LLC dba Enterprise Rent-A-Car/National Car Rental**

DATE: August 30, 2023 **AWARD #:** [PGB-23174](#) **GROUP #:** 72001

AWARD DESCRIPTION: Passenger Vehicle Rental (Statewide)

CONTRACT PERIOD: February 4, 2020 – September 15, 2025

CONTACT: Mark Milstein, Statewide Travel Coordinator | 518-402-5005 | mark.milstein@ogs.ny.gov

CONTRACT NO.: PS68982 PS68983 **CONTRACTOR:** ELRAC LLC and SNORAC LLC (Enterprise Rent-A-Car and National Car Rental Brands)

To All State Agencies and others authorized to use State Contracts:

- Effective July 14, 2023, the following Sections of the Master Contract Agreement were modified:
 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.

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
\$7.00 per day	Albany (ALB), 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

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.

Please direct any inquiries to the Statewide Travel Coordinator listed above.

All other terms and conditions of the contract remain unchanged.



Contract Award Notification Update

Subject: Connecticut Locations Clarification for ELRAC LLC and SNORAC LLC (Enterprise Rent-A-Car and National Car Rental Brands)

DATE: May 18, 2023

AWARD #: [PGB-23174](#)

GROUP #: 72001

AWARD DESCRIPTION: Passenger Vehicle Rental (Statewide)

CONTRACT PERIOD: February 4, 2020 – September 15, 2025

CONTACT: Mark Milstein, Statewide Travel Coordinator | 518-402-5005 | mark.milstein@ogs.ny.gov

CONTRACT NO.: PS68982 PS68983 **CONTRACTOR:** ELRAC LLC and SNORAC LLC (Enterprise Rent-A-Car and National Car Rental Brands)

To All State Agencies and others authorized to use State Contracts:

Please note the following Enterprise Rent-A-Car locations in Connecticut are applicable under the contract:

Fairfield County: (Branford, Bridgeford, Danbury, Fairfield, Greenwich, Monroe, Norwalk, Ridgefield, Shelton, Stamford, and Stratford locations)

Litchfield County: (New Milford location)

New Haven County: (Ansonia, Guilford, Hamden, Milford, New Haven, North Haven, and West Haven locations).

Please direct any inquiries to the Statewide Travel Coordinator listed above.

All other terms and conditions of the contract remain unchanged.



**Office of General Services
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: The Hertz Corporation Contact Information Change

DATE: February 3, 2023 **AWARD #:** [PGB-23174](#) **GROUP #:** 72001

AWARD DESCRIPTION: Passenger Vehicle Rental (Statewide)

CONTRACT PERIOD: October 19, 2019 – May 21, 2025

CONTACT: Mark Milstein, Statewide Travel Coordinator | 518-402-5005 | mark.milstein@ogs.ny.gov

PS68908

CONTRACTOR: The Hertz Corporation

To All State Agencies and others authorized to use State Contracts:

Please note the contact information has changed for the above referenced contract.

Steven Cairo has been replaced by Nadika Perera, Key Account Manager, Government Sales, phone: 239-301-7635, email: Nadika.perera@hertz.com

Please direct any inquiries to the Statewide Travel Coordinator listed above.

All other terms and conditions of the contract remain unchanged.



Contract Award Notification Update

Subject: Master Contract Amendments, Price Increase for The Hertz Corporation

DATE: November 30, 2022 **AWARD #:** [PGB-23174](#) **GROUP #:** 72001

AWARD DESCRIPTION: Passenger Vehicle Rental (Statewide)

CONTRACT PERIOD: October 19, 2019 – May 21, 2025

CONTACT: Mark Milstein, Statewide Travel Coordinator | 518-402-5005 | mark.milstein@ogs.ny.gov

CONTRACT NO.: PS68908 **CONTRACTOR:** The Hertz Corporation

To All State Agencies and others authorized to use State Contracts:

- Effective October 5, 2022, the following Sections of the Master Contract Agreement were modified:

1. Product and Services, Section 1.6, Sub-Section 1.6.1
2. Revision to Exhibit C Rates

AGREEMENT

The Master Agreement is amended as follows:

1. Modification of Exhibit B Description of Product and Services, Section 1.6, sub-section 1.6.1, language removed is indicated by strikethrough and new language is indicated with **Bold and underline**; **1.6.1 Liability for Rental Vehicle:** Contractor shall hold State, Purchasing Entity and Traveler harmless from any physical damage, loss, vandalism, fire, or theft of the rental vehicle provided rental vehicle was not used by the Purchasing Entity or Traveler in any manner listed in Exhibit B Section 4.1. The Contractor shall not charge the State, Purchasing Entity or Traveler any collision/loss damage waiver fee for a vehicle operated in compliance with the terms of the Contract. The loss of use fee is **based on the number of days from the date the vehicle was damaged until the completion of the repairs (industry standard equates 4 hours of repair time to one (1) loss of day use), multiplied by the daily rental rate** in the pricing section of this Master Agreement. Contractor specifically waives any right to submit any claim against the State, Purchasing Entity or Traveler for any physical damage, loss, vandalism, fire or theft, or any other costs such as downtime, loss of revenue, administrative expenses, and other expenses, of a rental vehicle provided under this Contract, provided rental vehicle was not used by the Purchasing Entity or Traveler in any manner listed in Exhibit B Section 4.1. Notwithstanding above, Travelers shall not smoke in Contractor's vehicles, and Contractor may charge Purchasing Entity for any smoking damages caused by Traveler or Traveler's passengers in the vehicle while in Traveler's **possession**.

2. Exhibit C Rates of the Master Agreement is deleted and replaced with Revised Exhibit C-Rates effective December 1, 2022.

3. 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.

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.

Exhibit C Rates of the Master Agreement is deleted and replaced with Revised Exhibit C-Rates effective December 1, 2022.

Revised- Amendment 7 Exhibit C-Rates

<u>Vehicle Type</u>	<u>Daily Rate</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>
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	\$57.00	\$285.00	\$1,140.00
12 Passenger	\$97.00	\$485.00	\$1,940.00
SUV's			
Mid/Standard SUV	\$57.75	\$288.75	\$1,155.00
Full Size / Premium SUV	\$87.50	\$437.50	\$1,750.00
Pick- Up Truck's			
Small Pick-Up Truck	\$60.00	\$300.00	\$1,200.00
Large Pick-Up Truck	\$63.00	\$315.00	\$1,500.00
Other Class's Offered			
Premium	\$63.00	\$315.00	\$1,500.00
Cargo Van	\$75.00	\$375.00	\$1,500.00
Intermediate Hybrid	\$47.00	\$325.00	\$940.00
Electrical Vehicle	\$85.00	\$425.00	\$1,700.00
Convertible	Not Available	Not Available	Not Available
Compact Hybrid	Not Available	Not Available	Not Available
Jeep/ Crossover	Not Available	Not Available	Not Available
Full Size Hybrid	Not Available	Not Available	Not Available
15 Passenger Van	Not Available	Not Available	Not Available

Hertz Surcharges

State	City		Amount Per Day
California	Burbank (Airport)		\$3.00
	John Wayne (Airport)		\$3.00
	Oakland (Airport)		\$3.00
	San Jose (Airport)		\$3.00
	San Luis Obispo		\$13.00
District of Columbia (DC)	Washington		\$8.00
Illinois	Chicago		\$8.00
Massachusetts	Boston		\$8.00
Michigan	Detroit		\$8.00
Montana	Missoula		\$6.00
	Butte		\$10.00
New Jersey	Newark		\$19.00
New York	JFK, LGA, Manhattan		\$29.00
Oregon	Bend		\$10.00
	Klamath Falls		\$10.00
	Pendleton and Sun River		\$10.00
Pennsylvania	Philadelphia		\$8.00

Licensee Surcharges

<u>State</u>	<u>City</u>	<u>Amount per Day</u>
Alabama	Huntsville Airport, Huntsville South, Madison	\$15.00
Arkansas	Bentonville, Bentonville (HLE) Texarkana	\$15.00
	Little Rock	\$12.00
California	San Luis Obispo	\$12.00
Georgia	Brunswick	\$8.00
Idaho	Boise, Idaho Falls, Lewiston	\$15.00
	Hayden Lake (Aviation)	\$8.00
	Sun Valley	\$12.00
Kentucky	Paducah	\$12.00
Louisiana	Monroe (92540-01)	\$15.00
Minnesota	Duluth	\$12.00
Mississippi	Columbus	15.00
Montana	Billings, Helena	\$15.00
	Bozeman, Great Falls	\$12.00
	Kalispell	\$8.00
New Mexico	Roswell	\$12.00
New York	Ithaca	\$12.00
North Dakota	Bismarck, Fargo, Grand Forks, Minot, and Williston	\$15.00
	Dickson	\$12.00
Ohio	Columbus AP (Airport)	\$12.00
	Dayton and Vandalia	\$8.00
Oregon	Medford and Redmond	\$8.00
Pennsylvania	Erie	\$15.00
	Latrobe, Williamsport	\$8.00
	State Collage and State College HLE	\$12.00
South Dakota	Aberdeen and Rapid City	\$12.00
	Sioux Falls	\$15.00
Washington State	Pasco	\$8.00
	Pullman	\$15.00
	Spokane	\$12.00
Wisconsin	Appleton and Green Bay	\$15.00
Wyoming	Casper, Cody, Gillette and Jackson	\$12.00

There may be additional charges as listed in the Master Agreement, if applicable to the Request for Services.

The updated price list is at: https://online.ogs.ny.gov/purchase/prices/7200123174PL_Hertz.pdf

Please direct any inquiries to the Statewide Travel Coordinator listed above.

All other terms and conditions of the contract remain unchanged.



**Office of General Services
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Master Contract Amendments for The Hertz Corporation

DATE: July 25, 2022 **AWARD #:** [PGB-23174](#) **GROUP #:** 72001
AWARD DESCRIPTION: Passenger Vehicle Rental (Statewide)
CONTRACT PERIOD: October 19, 2019 – May 21, 2025
CONTACT: Mark Milstein, Statewide Travel Coordinator | 518-402-5005 | mark.milstein@ogs.ny.gov
CONTRACT NO.: PS68908 **CONTRACTOR:** The Hertz Corporation

To All State Agencies and others authorized to use State Contracts:

- Effective July 20, 2022, the following Sections of the Master Contract Agreement were modified:

1. Revision to Exhibit C Rates

The Master Agreement is amended as follows:

AGREEMENT

1. Exhibit C Rates of the Master Agreement is deleted and replaced with Revised Exhibit C-Rates effective the Amendment Effective Date.

Revised- Amendment 6 Exhibit C-Rates

Vehicle Type	Daily Rate	Weekly Rate	Monthly Rate
Sedans			
Economy/Compact	\$31.00	\$155.00	\$620.00
Intermediate/Standard	\$33.00	\$165.00	\$660.00
Full Size	\$36.00	\$180.00	\$720.00
Passenger Vans			
Mini Van	\$54.00	\$270.00	\$1,080.00
12 Passenger	\$95.00	\$475.00	\$1,900.00
SUV's			
Mid/Standard SUV	\$54.75	\$273.75	\$1,095.00
Full Size / Premium SUV	\$84.50	\$422.50	\$1,690.00
Pick- Up Truck's			
Small Pick Up Truck	\$57.50	\$287.50	\$1,150.00
Large Pick Up Truck	\$59.00	\$295.00	\$1,180.00
Other Class's Offered			

Premium	\$60.00	\$300.00	\$1,200.00
Cargo Van	\$75.00	\$375.00	\$1,500.00
Intermediate Hybrid	\$45.00	\$225.00	\$900.00
Electrical Vehicle	\$85.00	\$425.00	\$1,700.00
Convertible	Not Available	Not Available	Not Available
Compact Hybrid	Not Available	Not Available	Not Available
Jeep/ Crossover	Not Available	Not Available	Not Available
Full Size Hybrid	Not Available	Not Available	Not Available
15 Passenger Van	Not Available	Not Available	Not Available

Hertz Surcharges

State	City	Amount Per Day
California	Burbank (Airport)	\$3.00
	John Wayne (Airport)	\$3.00
	Oakland (Airport)	\$3.00
	San Jose (Airport)	\$3.00
	San Luis Obispo	\$13.00
District of Columbia (DC)	Washington	\$8.00
Illinois	Chicago	\$8.00
Massachusetts	Boston	\$8.00
Michigan	Detroit	\$8.00
Montana	Missoula	\$6.00
	Butte	\$10.00
New Jersey	Newark	\$19.00
New York	JFK, LGA, Manhattan	\$29.00
Oregon	Bend	\$10.00
	Klamath Falls	\$10.00
	Pendleton and Sun River	\$10.00
Pennsylvania	Philadelphia	\$8.00

Licensee Surcharges

<u>State</u>	<u>City</u>	<u>Amount per Day</u>
Alabama	Huntsville Airport, Huntsville South, Madison	\$15.00
Arkansas	Bentonville, Bentonville (HLE) Texarkana	\$15.00
	Little Rock	\$12.00
California	San Luis Obispo	\$12.00
Georgia	Brunswick	\$8.00
Idaho	Boise, Idaho Falls, Lewiston	\$15.00
	Hayden Lake (Aviation)	\$8.00
	Sun Valley	\$12.00
Kentucky	Paducah	\$12.00
Louisiana	Monroe (92540-01)	\$15.00
Minnesota	Duluth	\$12.00
Mississippi	Columbus	15.00
Montana	Billings, Helena	\$15.00
	Bozeman, Great Falls	\$12.00
	Kalispell	\$8.00
New Mexico	Roswell	\$12.00
New York	Ithaca	\$12.00
North Dakota	Bismarck, Fargo, Grand Forks, Minot, and Williston	\$15.00
	Dickson	\$12.00
Ohio	Columbus AP (Airport)	\$12.00
	Dayton and Vandalia	\$8.00
Oregon	Medford and Redmond	\$8.00
Pennsylvania	Erie	\$15.00
	Latrobe, Williamsport	\$8.00
	State Collage and State College HLE	\$12.00
South Dakota	Aberdeen and Rapid City	\$12.00
	Sioux Falls	\$15.00
Washington State	Pasco	\$8.00
	Pullman	\$15.00
	Spokane	\$12.00
Wisconsin	Appleton and Green Bay	\$15.00
Wyoming	Casper, Cody, Gillette and Jackson	\$12.00

There may be additional charges as listed in the Master Agreement, if applicable to the Request for Services.

- Effective June 11, 2021, the following Sections of the Master Contract Agreement were modified:
 1. Exhibit B Description of Products and Services, Section 4.3 Return of Vehicle, of the Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by strikethrough):

4.3 Return of the Vehicle: Traveler shall return the vehicle to the agreed return location as specified on the Standard Rental document. An hourly over time charge at one third **half the** of daily rental rate up to a maximum of the daily rental rate will be charged.

- Effective May 24, 2021, the following Sections of the Master Contract Agreement were modified:
 1. Exhibit B Description of Products and Services, update Section 1.8 Vehicle Demand.
 2. Exhibit C Rates, Cargo Vans were added.

The Master Agreement is amended as follows:

1. Exhibit B Description of Products and Services, Section 1.8 Vehicle Demand, of the Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by strikethrough):

1.8 Vehicle Demand: Contractor shall attempt to meet 100% percent of Purchasing Entity or Travelers requests and shall meet 100% of confirmed reservations when 24 **72** hours' notice is given. **However, at times, market conditions may exist where rental volume for vehicles exceeds the supply at a given location due to conditions beyond the control of the Contractor. In this case, the Contractor will make commercially reasonable efforts to locate additional fleet inventory to support the needs of the Purchasing Entity or Traveler.** If a reserved vehicle is not available at the time of pickup by the Traveler, Contractor shall substitute a vehicle of similar or greater quality at no additional cost. Contractor shall note on the invoice that a vehicle of same or greater quality was substituted at same or lower price. **Contractor will make commercially reasonable efforts to have service available to accommodate total aggregate volume for Participating States in Master Agreement.** Contractor must have service available to accommodate 95% of estimated total aggregate volume for the Participating States in MA.

2. Exhibit C Rates of the Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by strikethrough):

Exhibit C– Rates

<u>Vehicle Type</u>	<u>Daily Rate</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>
Sedans			
Economy/Compact	\$31.00	\$155.00	\$620.00
Intermediate/Standard	\$33.00	\$165.00	\$660.00
Full Size	\$36.00	\$180.00	\$720.00
Passenger Vans			
Mini Van	\$54.00	\$270.00	\$1,080.00
12 Passenger	\$95.00	\$475.00	\$1,900.00
SUV's			
Mid/Standard SUV	\$54.75	\$273.75	\$1,095.00
Full Size / Premium SUV	\$84.50	\$422.50	\$1,690.00

Pick- Up Truck's			
Small Pick Up Truck	\$57.50	\$287.50	\$1,150.00
Large Pick Up Truck	\$59.00	\$295.00	\$1,180.00
Other Class's Offered			
Premium	\$60.00	\$300.00	\$1,200.00
<u>Cargo Van</u>	<u>\$75.00</u>	<u>\$375.00</u>	<u>\$1,500.00</u>
Jeep/ Crossover	Not Available	Not Available	Not Available
Convertible	Not Available	Not Available	Not Available
Compact Hybrid	Not Available	Not Available	Not Available
Intermediate Hybrid	\$45.00	\$225.00	\$900.00
Full Size Hybrid	Not Available	Not Available	Not Available
15 Passenger Van	Not Available	Not Available	Not Available

Please direct any inquiries to the Statewide Travel Coordinator listed above.

All other terms and conditions of the contract remain unchanged.



Contract Award Notification Update

Subject: Master Contract Amendments, Price List Increase Effective September 15, 2022 and Contract Extension through September 15, 2025 for ELRAC LLC and SNORAC LLC (Enterprise Rent-A-Car and National Car Rental Brands)

DATE: May 27, 2022 **AWARD #:** [PGB-23174](#) **GROUP #:** 72001

AWARD DESCRIPTION: Passenger Vehicle Rental (Statewide)

CONTRACT PERIOD: February 4, 2020 – September 15, 2025

CONTACT: Mark Milstein, Statewide Travel Coordinator | 518-402-5005 | mark.milstein@ogs.ny.gov

CONTRACT NO.: PS68982 PS68983 **CONTRACTOR:** ELRAC LLC and SNORAC LLC (Enterprise Rent-A-Car and National Car Rental Brands)

To All State Agencies and others authorized to use State Contracts:

Contract PS68982 PS68983, Section 2, *Contract Term* states:

“The term of this Piggyback Contract shall be the last date of execution by the Parties through the current Master Contract expiration date of September 15, 2021. Unless terminated sooner by OGS, the term of this Piggyback Contract shall automatically extend with each extension or renewal of the Master Contract term so that the expiration date of the Piggyback Contract is coterminous with the expiration date of the Master Contract.”

The expiration date of the Contract Term for the Contractor’s Master Contract was extended to September 15,2025 and accordingly, the term of Contracts PS68982, PS68983 have been extended.

<u>CONTRACT #</u>	<u>CONTRACTOR</u>	<u>Old Contract Term End Date</u>	<u>New Contract Term End Date</u>
PS68982	ELRAC LLC dba Enterprise Rent-A-Car/National Car Rental	9/15/2022	9/15/2025
PS68983	SNORAC LLC dba Enterprise Rent-A-Car/National Car Rental	9/15/2022	9/15/2025

Additionally, effective March 29,2022 the following Sections of the Master Contract Agreement were modified:

1. Modification to Section 3 Term of Master Agreement; Non-exclusivity.
2. Modification to Section 2.3 Required Vehicles and Equipment.
3. Modification of Section 11 Price Rate and Guarantee Period The Master Agreement is amended as follows: 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, 2025.**

2. Modification to Section 2.3 Required Vehicles and Equipment; (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

Contractor shall only provide Purchasing Entity's and Travelers with rental vehicles with fewer than 40,000 ~~80,000~~ miles. Contractor certifies that odometer and original miles are the same and are accurate. Minimum standard equipment shall include automatic transmission, power steering, power brakes, air conditioning, AM/FM radio, air bags and all-season radial tires. Contractor shall equip and maintain all rental vehicles to meet all federal, state, and local vehicle safety standards, codes, and ordinances.

3. Modification of **Section 11 Price Rate and Guarantee Period** (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

Following the initial Master Agreement period and the Effective Date of this Amendment, Contractor may request unit price or rate increase from Lead State no more often than once per contractual year. Contractor must submit a request (a "Request") to the Lead State Contract Administrator in writing at least 120 calendar days before the proposed effective date of the increase. The Request must show all proposed increases by line and include supporting documentation, such as data from the U.S. Bureau of Labor Statistics Producer Price Index, Employment Cost index or Consumer Price index data. The Lead State must provide initial feedback on the Request within 30 business days of receipt of the Request, and such feedback shall include any request for additional supporting documentation from Contractor. The parties will negotiate the price or rate increase in good faith, and a final decision regarding such request shall be made by Lead State within 60 business days of its receipt of the Request. A price or rate may not exceed 5% of the price or rate immediately before the increase. The Lead State will review all Requests for price or rate increases in good faith and will review all supporting documentation as a whole. The Lead State will not act in an arbitrary or capricious manner in the rejection of any price or rate increase. Any adjustment or amendment to the Master Agreement is not effective unless approved by the Lead State, no retroactive adjustments to prices or rates will be allowed.

~~All prices and rates must be guaranteed for the initial two-year term of the Master Agreement. Following the initial two-year term of the Master Agreement period, if the Lead State exercises the option to renew, the parties shall negotiate in good faith the rates applicable to any renewal term. If the parties are unable to reach agreement on the new rates, both parties shall have the right to either elect to continue the Master Agreement at the current rates for the renewal term, or to terminate the Master Agreement at the end of the then-current term. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed. Any such Rate adjustments shall apply to all Participating Entities and Purchasing Entities.~~

4. Exhibit C Rates of the Contract is deleted and replaced with Revised Exhibit C, effective September 15, 2022.
5. 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.
6. 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.
7. 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.
8. 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 3 Revised Exhibit C– Rates, Effective September 15, 2022

Vehicle Type	Daily Rate	Weekly Rate	Monthly Rate
Sedans			
Economy/Compact	\$34.65	\$173.25	\$693.00
Intermediate/Standard	\$36.48	\$182.40	\$729.60
Full Size	\$39.37	\$196.85	\$787.40
Passenger Vans			
Mini Van	\$68.25	\$341.25	\$1,365.00
12 Passenger	\$128.10	\$640.50	\$2,562.00
SUV's			
Mid/Standard SUV	\$65.10	\$325.50	\$1,302.00
Full Size / Premium SUV	\$90.30	\$451.50	\$1,806.00
Pick- Up Trucks			
Small Pick-Up Truck	\$73.50	\$367.50	\$1,470.00
Large Pick-Up Truck	\$78.75	\$393.75	\$1,575.00
Other Classes Offered			
Premium	\$86.10	\$430.50	\$1,722.00
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	\$68.25	\$341.25	\$1,365.00
Convertible	\$86.10	\$430.50	\$1,722.00
Compact Hybrid	\$51.45	\$257.25	\$1,029.00
Intermediate Hybrid	\$51.45	\$257.25	\$1,029.00
Full Size Hybrid	\$56.70	\$283.50	\$1,134.00
15 Passenger Van	\$147.00	\$735.00	\$2,940.00

Other Charges

Vehicle Type	Enterprise/National Airport One-Way Daily Rates	Mileage
Sedans		
Economy/Compact	\$83.00	Unlimited
Intermediate/Standard	\$83.00	Unlimited
Full Size	\$83.00	Unlimited
Passenger Vans		
Mini Van	\$145.00	Unlimited

12 Passenger	Not Available	Not Available
SUV's		
Mid/Standard SUV	\$145.00	Unlimited
Full Size / Premium SUV	\$165.00	Unlimited
Pick- Up Truck's		
Small Pick-Up Truck	\$145.00	Unlimited
Large Pick-Up Truck	Not Available	Not Available
Other Class's Offered		
Premium	\$129.00	Unlimited
Jeep/ Crossover	Not Available	Not Available
Convertible	Not Available	Not Available
Compact Hybrid	\$129.00	Unlimited
Intermediate Hybrid	\$129.00	Unlimited
Full Size Hybrid	\$129.00	Unlimited
15 Passenger Van	Not Available	Not Available
Misc. Other Fees		
Additional Roadside Protection		\$5.99/ per day
Personal Accident Insurance/Personal Effects Coverage		\$5.13 - \$13.00 per day, subject to change

<u>Surcharge Amount</u>	National and Enterprise Airport Surcharge Locations
\$7.00 per day	Albany (ALB); Westchester (HPN); Stewart (SWF); ISLIP (ISP); Burlington (BTV)
\$15.00 per day	Newark (EWR)
\$23.00 per day	LaGuardia (LGA). Kennedy (JFK)
<u>Surcharge Amount</u>	Enterprise and National Brand Home City Surcharges
\$7.00 per day	Long Island Metro, Westchester Metro (including Greenwich and Stamford CT); Burlington Metro (VT)
\$23.00 per day	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island)
<u>Item</u>	<u>Rate</u>
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 only at	Enterprise Locations

All information regarding this award, including contract specifics and contact information for all current awardees, may be found on the OGS website at the following link:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7200123174can.htm>

Please direct any inquiries to the Statewide Travel Coordinator listed above.

All other terms and conditions of the contract remain unchanged.



Contract Award Notification Update

Master Contract Amendments, the addition of Electric Subject: Vehicles (EV) and Modifications to Daily Surcharge Rates for The Hertz Corporation

DATE: May 24, 2022 **AWARD #:** [PGB-23174](#) **GROUP #:** 72001
AWARD DESCRIPTION: Passenger Vehicle Rental (Statewide)
CONTRACT PERIOD: October 19, 2019 – May 21, 2025
CONTACT: Mark Milstein, Statewide Travel Coordinator | 518-402-5005 | mark.milstein@ogs.ny.gov
CONTRACT NO.: PS68908 **CONTRACTOR:** The Hertz Corporation

To All State Agencies and others authorized to use State Contracts:

Effective May 16, 2022, the following Sections of the Master Contract Agreement were modified:

- Exhibit C Rates of the Master Agreement is deleted and replaced with Revised Exhibit C-Rates effective the Amendment Effective Date.
- Modification of Section 4.2 Full Fuel Tanks of the Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

4.2 Full Fuel Tanks: Traveler shall return a vehicle to the Contractor with a full tank or at the same fuel level at the time of rental pick up, or partially filled if the vehicle is an alternative Fuel Vehicle that uses compressed natural gas. If Participant returns the vehicle to Contractor with less fuel than at the time of pick up, Contractor may invoice Participant for the missing fuel ~~at the average retail cost of fuel for the market at the return location~~ **at the return locations standard Fuel and Service rate charge**.

- 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.

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.

Additional information on the Hertz Electric Vehicle (EV) Program and resources is available on the Contractor Information page under Hertz Contract Specifics

Revised – Amendment 5 Exhibit C – Rates are available on the Contractor Information page under Hertz Contract Specifics

Please direct any inquiries to the Statewide Travel Coordinator listed above.

All other terms and conditions of the contract remain unchanged.



Contract Award Notification Update

Subject: Contract Extension and Amendment for ELRAC LLC and SNORAC LLC dba Enterprise Rent-A-Car/National Car Rental

DATE: August 9, 2021 AWARD #: PGB-23174 GROUP #: 72001

AWARD DESCRIPTION: Passenger Vehicle Rental (Statewide)

CONTRACT PERIOD: February 4, 2020 – September 15, 2022

CONTACT: Mark Milstein, Statewide Travel Coordinator | 518-402-5005 | mark.milstein@ogs.ny.gov

CONTRACT NO.: PS68982 PS68983 CONTRACTOR: ELRAC LLC and SNORAC LLC dba Enterprise Rent-A-Car/National Car Rental

To All State Agencies and others authorized to use State Contracts:

Contract PS68982 PS68983, Section 2, Contract Term states:
"The term of this Piggyback Contract shall be the last date of execution by the Parties through the current Master Contract expiration date of September 15, 2021. Unless terminated sooner by OGS, the term of this Piggyback Contract shall automatically extend with each extension or renewal of the Master Contract term so that the expiration date of the Piggyback Contract is coterminous with the expiration date of the Master Contract."

The expiration date of the Contract Term for the Contractor's Master Contract was extended to September 15, 2022 and accordingly, the term of Contracts PS68982, PS68983 have been extended.

Table with 4 columns: CONTRACT #, CONTRACTOR, Old Contract Term End Date, New Contract Term End Date. Rows include PS68982 and PS68983 with their respective contractors and dates.

Additionally, effective June 29, 2021 the following Sections of the Master Contract Agreement were modified:

- 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 maybe 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
<u>Cargo Vans</u>			
<u>Cargo Van</u>	<u>\$97.50</u>	<u>\$487.50</u>	<u>\$1,950.00</u>

Heavy Duty (HD) Cargo Van	<u>\$97.50</u>	<u>\$487.50</u>	<u>\$1,950.00</u>
HD XL Cargo Van	<u>\$105.00</u>	<u>\$525.00</u>	<u>\$2,100.00</u>
Mini Cargo Van	<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.

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 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.

All information regarding this award, including contract specifics and contact information for all current awardees, may be found on the OGS website at the following link:
<https://online.ogs.ny.gov/purchase/snt/awardnotes/7200123174can.htm>

Please direct any inquiries to the Statewide Travel Coordinator listed above.

All other terms and conditions of the contract remain unchanged.



Office of General Services
Procurement Services

Coming Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: The Hertz Corporation Contact Information Change

DATE: February 23, 2021 **AWARD #:** [PGB-23174](#) **GROUP #:** 72001

AWARD DESCRIPTION: Passenger Vehicle Rental (Statewide)

CONTRACT PERIOD: October 19, 2019 – May 21, 2025

CONTACT: Mark Milstein, Statewide Travel Coordinator | 518-402-5005 | mark.milstein@ogs.ny.gov

CONTRACT NO.: PS68908 **CONTRACTOR:** The Hertz Corporation

To All State Agencies and others authorized to use State Contracts:

Please note the contact information has changed for the above referenced contract.

Brad Forrest, Regional Sales Manager has been replaced by Steven Cairo, Director of Sales, Northeast Region, Phone: 631-525-1748, email: scairo@hertz.com

Please direct any inquiries to the Statewide Travel Coordinator listed above.

All other terms and conditions of the contract remain unchanged.



Contract Award Notification Update

Subject: Contract Extension for The Hertz Corporation

DATE: January 6, 2021 **AWARD #:** [PGB-23174](#) **GROUP #:** 72001

AWARD DESCRIPTION: Passenger Vehicle Rental (Statewide)

CONTRACT PERIOD: October 19, 2019 – May 21, 2025

CONTACT: Mark Milstein, Statewide Travel Coordinator | 518-402-5005 | mark.milstein@ogs.ny.gov

CONTRACT NO.: PS68908 **CONTRACTOR:** The Hertz Corporation

To All State Agencies and others authorized to use State Contracts:

Contract PS68908, Section 2, *Contract Term* states:

“The term of this Piggyback Contract shall be the last date of execution by the Parties through the current Master Contract expiration date of May 21, 2021. Unless terminated sooner by OGS, the term of this Piggyback Contract shall automatically extend with each extension or renewal of the Master Contract term so that the expiration date of the Piggyback Contract is coterminous with the expiration date of the Master Contract.”

The expiration date of the Contract Term for the Contractor’s Master Contract was extended to May 21, 2025 and accordingly, the term of Contract PS68908 has been extended.

<u>CONTRACT #</u>	<u>CONTRACTOR</u>	<u>Old Contract Term End Date</u>	<u>New Contract Term End Date</u>
PS68908	The Hertz Corporation	05/21/2021	05/21/2025

All information regarding this award, including contract specifics and contact information for all current awardees, may be found on the OGS website at the following link:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7200123174can.htm>

Please direct any inquiries to the Statewide Travel Coordinator listed above.

All other terms and conditions of the contract remain unchanged.



Contract Award Notification Update

Subject: ELRAC LLC and SNORAC LLC d/b/a Enterprise Rent-A-Car and National Car Rental Contact Information Change

DATE: August 31, 2020 **AWARD #:** [PGB-23174](#) **GROUP #:** 72001

AWARD DESCRIPTION: Passenger Vehicle Rental

CONTRACT PERIOD: February 4, 2020 – September 15, 2021

CONTACT: Mark Milstein, Statewide Travel Coordinator | 518-402-5005 | mark.milstein@ogs.ny.gov

CONTRACT NO.: PS68982 **CONTRACTORS:** ELRAC LLC

PS68983

SNORAC LLC*
d/b/a Enterprise Rent-A-Car and National Car Rental

Please note the contact information was changed in the Contract Award Notification for the above referenced contract.

Ryan Gilmour, Business Sales Manager has been replaced by Cindy Garvin, Sales Customer Service Representative, Phone: 732-919-1600 x248, email: cindy.j.garvin@ehi.com

Please direct any inquiries to the Statewide Travel Coordinator listed above.

All other terms and conditions of the contract remain unchanged.



Contract Award Notification Update

Subject: ELRAC LLC and SNORAC LLC d/b/a Enterprise Rent-A-Car and National Car Rental Contact Information Change

DATE: May 18, 2020 **AWARD #:** [PGB-23174](#) **GROUP #:** 72001

AWARD DESCRIPTION: Passenger Vehicle Rental

CONTRACT PERIOD: February 4, 2020 – September 15, 2021

CONTACT: Mark Milstein, Statewide Travel Coordinator | 518-402-5005 | mark.milstein@ogs.ny.gov

CONTRACT NO.: PS68982 **CONTRACTORS:** ELRAC LLC*
PS68983 SNORAC LLC*
*d/b/a Enterprise Rent-A-Car and National Car Rental

Please note the contact information was changed in the Contract Award Notification for the above referenced contract.

Ceire McCarthy and Brian E. Pawelko have been replaced by Ryan Gilmour, Business Sales Manager, Phone: 607-425-3964 cell, email: Ryan.d.gilmour@ehi.com

Please direct any inquiries to the Statewide Travel Coordinator listed above.

All other terms and conditions of the contract remain unchanged.



Contract Award Notification Update

Subject: Hertz Temporary Price Reduction

DATE: April 10, 2020 **AWARD #:** [PGB-23174](#) **GROUP #:** 72001

AWARD DESCRIPTION: Passenger Vehicle Rental

CONTRACT PERIOD: October 19, 2019 – May 21, 2021

CONTACT: Mark Milstein, Statewide Travel Coordinator | 518-402-5005 | mark.milstein@ogs.ny.gov

CONTRACT NO: PS68908 **CONTRACTOR:** The Hertz Corporation

Effective immediately The Hertz Corporation will be extending a temporary price reduction through June 30, 2020.

The temporary price list is posted on the [Contractor Information Page](#) listed under the Contract Specifics as:

[Temporary Pricing](#)
[Valid 04/10/20-06/30/20](#)

Please direct any inquiries to the Statewide Travel Coordinator listed above.

All other terms and conditions of the contract remain unchanged.



**Office of General Services
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Hertz Contact Information Change

DATE: March 27, 2020 **AWARD #:** [PGB-23174](#) **GROUP #:** 72001

AWARD DESCRIPTION: Passenger Vehicle Rental

CONTRACT PERIOD: October 19, 2019 – May 21, 2021

CONTACT: Mark Milstein, Statewide Travel Coordinator | 518-402-5005 | mark.milstein@ogs.ny.gov

CONTRACT NO.: PS68908

CONTRACTOR: The Hertz Corporation

Please note The Hertz Corporation contact information was changed in the Contract Award Notification for the above referenced contract.

Frank Surico has been replaced by Brad A. Forrest, Region Sales Manager, phone: 845-380-3368, email: bforrest@hertz.com

Please direct any inquiries to the Statewide Travel Coordinator listed above.

All other terms and conditions of the contract remain unchanged.

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Contract Award Notification Update

Subject: ELRAC LLC and SNORAC LLC d/b/a Enterprise Rent-A-Car and National Car Rental Contract Award

DATE: February 4, 2020 **AWARD #:** [PGB-23174](#) **GROUP #:** 72001

AWARD DESCRIPTION: Nationwide Vehicle Rental

CONTRACT PERIOD: February 4, 2020 – September 15, 2021

CONTACT: Mark Milstein, Statewide Travel Coordinator | 518-402-5005 | mark.milstein@ogs.ny.gov

CONTRACT NO.: PS68982 **CONTRACTORS:** ELRAC LLC*
PS68983 SNORAC LLC*
*d/b/a Enterprise Rent-A-Car and National Car Rental

Effective February 4, 2020, ELRAC LLC and SNORAC LLC, d/b/a Enterprise Rent-A-Car and National Car Rental, was awarded a contract for Passenger Vehicle Rental Services (Statewide) through September 15, 2021.

NOTE: This agreement is limited to Enterprise Rent-A-Car and National Car Rental locations in the following states/counties:

New York State: All Enterprise Rent-A-Car and National Car Rental locations in New York State.

Connecticut: All Enterprise Rent-A-Car and National Car Rental locations in Fairfield, Litchfield, and New Haven counties.

New Jersey: All Enterprise Rent-A-Car and National Car Rental locations in Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, and Union counties.

Vermont: All Enterprise Rent-A-Car and National Car Rental locations in Addison, Bennington, Caledonia, Chittenden, Franklin, Lamoille, Orange, Orleans, Rutland, Windham, and Windsor counties.

Please direct any inquiries to the Statewide Travel Coordinator listed above.