



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**Request for
 Quotation**

RFQ NUMBER
CRENTAL08

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JO ANN ADKINS
 304-558-8802**

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

VENDOR

Avis
 Pittsburgh Int'l Airport
 PO Box 12325
 Pittsburgh, PA 15231

RFQ

**ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

| DATE BIDDING | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|------------------------------|---------------|---------------------------|-----|---------------|
| 02/07/2008 | | | | |
| BID OPENING DATE: 03/05/2008 | | BID OPENING TIME 01:30PM. | | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| 0001 | 1 | EA | | 975-14 | | |
| AUTOMOBILE RENTALS REQUEST FOR QUOTATION THE PURCHASING DIVISION IS REQUESTING BIDS FOR RENTAL VEHICLES FOR USE BY STATE OF WEST VIRGINIA EMPLOYEES ON OFFICAL BUSINESS TRAVEL PER THE ATTACHED SPECIFICATIONS. THE REQUEST FOR QUOTATION IS PER THE ATTACHED CRENAL08 SPECIFICATIONS, THREE PAGES CENTRAL08 EVALUATION PAGE CRENAL08 PRICING PAGE. PURCHASING AFFIDAVIT VENDORS SHALL USE THE ATTACHED EVALUATION PAGE AND PRICING PAGE TO ENTER THEIR PRICES AND REQUESTED INFORMATION. THESE PAGES ARE AVAILABLE ELECTRONICALLY BY CALLING 304-558-8802. VENDORS ARE REQUESTED TO RETURN ELECTRONIC DISK WITH THE BID COMPLETED WITH ALL INFORMATION ON THE PRICING PAGES. IF ANY DEVIATION EXISTS BETWEEN THE ELECTRONIC DISK AND THE PAPER COPY, THE PAPER COPY RULE. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE | | | | | | |

RECEIVED

2008 MAR -5 A 9:59

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|------------------------------|------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 412-472-5218 | DATE 3/3/08 |
| TITLE Account Manager | FEIN 11-1998661 | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130



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TYPE NAME/ADDRESS HERE

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SHIP TO

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| | <p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p> | | | | | |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | | | | |
| SIGNATURE <i>[Signature]</i> | | | TELEPHONE 412-472-5218 | DATE 3/3/08 | | |
| TITLE Account Manager | | FBN 11-1998661 | | ADDRESS CHANGES TO BE NOTED ABOVE | | |

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|--|----------|-----|--------|-------------|------------|--------|
| <p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **412-472-5218** DATE **3/3/08**

TITLE **Account Manager** FEIN **11-1998661** ADDRESS CHANGES TO BE NOTED ABOVE

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|--|----------|-----|--------|-------------|------------|--------|
| VENDOR PREFERENCE CERTIFICATE CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR <input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 412-472-5218 | DATE 3/3/08 |
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| <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **412-472-5218** DATE: **3/3/08**

TITLE: **Account Manager** FEIN: **11-1998661** ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**JD ANN ADKINS
 304-558-8802**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

*Avis
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SHIP TO

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| <p>BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION</p> | | | | | | |

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|------------------------------|-------------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 412-472-5218 | DATE 3/3/08 |
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| LINE | QUANTITY | UOP | QAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-----------------|------------|--------|
| PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 | | | | | | |
| THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID | | | | | | |
| BUYER:----- | | | | FILE 42----- | | |
| RFQ. NO.:----- | | | | CRENTAL08----- | | |
| BID OPENING DATE:----- | | | | 03/05/2008----- | | |
| BID OPENING TIME:----- | | | | 1:30 PM----- | | |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 412-472-5084 ----- | | | | | | |
| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | ----- | | |
| ----- Dave Milush ----- | | | | ----- | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------------------|------------------------|-----------------------------------|
| SIGNATURE <i>DM</i> | TELEPHONE 412-472-5218 | DATE 3/3/08 |
| TITLE Account Manager | FEIN 11-1998061 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| ***** THIS IS THE END OF RFQ CRENTAL08 ***** TOTAL: _____ | | | | | | |

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CRENTAL08

SPECIFICATIONS

The State of West Virginia Travel Management Section is seeking to establish a pricing agreement with a car rental supplier for rental car services within the United States. Presently, a credit card is used for the purpose of paying for all travel expenditures. The state will continue to use a travel agency and credit card.

The rates will be for daily, weekly, and monthly day rental of passenger vehicles by employees and designees of the State of West Virginia and its political subdivisions traveling on official State of West Virginia business.

The State agencies and political subdivisions spent approximately \$540,000 for car rental in 2007. This information is for informational purposes only and is not to be construed as a guarantee of any future contract usage.

Evaluation will be the lowest cost, most complete bid based on the attached CRENTAL08 Evaluation Page.

VEHICLE SPECIFICATIONS

The State makes use of passenger vehicles classified as: Compact, Intermediate, Full Size 2 dr, Full Size 4 dr., SUV, Pickup Trucks and Vans.

Vendor must furnish freshly cleaned vehicles maintained in safe, satisfactory operating condition, no more than three years old (from time of purchase).

Vehicles must have a full tank of gasoline at the time of pick-up.

SERVICE SPECIFICATIONS

The vendor must provide services either on-site or near an airport at major airports in the U.S. and must be an established national car rental firm with all required licenses, bonding, facilities, equipment, vehicles and trained personnel necessary to perform the specified services. The vendor shall have a network of corporate-owned or corporate-franchised car rental locations operating under one corporate name or one national name abiding by the terms of the resulting price agreement. The vendor shall inform his/her network of the terms of said price agreement.

At airport locations, vendor must have personnel on hand to meet all incoming flights during hours of airport operation. Off-airport locations must provide periodic shuttle bus service or timely pick-up such that the renter does not wait longer than 20 minutes.

Pickup time should not exceed 15 minutes from the time of call from an airport location. Any vehicle to be rented will be ready for dispatch and rental agreement essentially complete and ready to sign when renter arrives at the location. The vendor shall make every attempt to minimize the renter's time and confusion in the pickup and

return of vehicles. For each rental, a rental agreement shall be signed by the renter solely to (1) give evidence of the delivery of the vehicle, (2) provide the time and place of the return of the vehicle and, (3) show the applicable rates and to register the credit card charge. Upon return, a completed copy of the agreement form or a hand-held computer output referencing all charges billed is to be provided to the renter.

The Vendor must provide the Travel Management Office information reports normally supplied to a corporate client with ad hoc reports upon request with reasonable notice.

The Vendor must make one-way rental available at no additional drop-off charge among the following cities: Charleston, WV; Huntington, WV; Morgantown, WV; and Pittsburgh, PA.

A secondary driver who is also a State employee may be added to the rental agreement at no additional cost, and is subject to all terms and conditions as if he were renting the vehicle himself.

Accommodate renter over 21 years of age with no additional charge.

Vendor shall provide emergency roadside assistance, 24 hours per day, 365 days per year, for any location within the United States. A toll free assistance line will be provided with each rental agreement and each renter will be notified of the number.

INSURANCE SPECIFICATIONS

The successful vendor must provide proof of the following insurance coverage: General, personal injury, professional, automobile liability (including bodily injury, personal injury and property damage) with the following minimum coverage:

- 1) Occurrence basis policy, combined single limit of \$5,000,000 or greater.
- 2) Annual aggregate limit policy of not less than \$10,000,000 or greater.

RATE SPECIFICATIONS

Vendor must charge only car rental rates as quoted for cities identified on the price schedule. The vendor will charge the renter only the basic rate bid in this request for quotation. The vendor shall provide a pricing schedule and means of allowing the State Travel Manager to audit the charges. No charges will be allowed for (1) reservations, (2) shuttle service baggage handling, (3) supplemental insurance or (4) prepaid fuel charges.

The vendor must guarantee franchises/local outlets will comply with the terms of the State of West Virginia car rental price agreement.

Daily rates: Vendor must calculate the daily rate as a 24 hour period beginning at the date and time of the vehicle rental.

Weekly rates: Vendor must calculate weekly rates as five times (or less) the daily rate at each location. Vendor is to provide calculation for weekly rate.

Monthly rates: Vendor must calculate the monthly rate at 20 times (or less) the daily rate for West Virginia locations only. Vendor is to provide calculations for monthly rate.

Vendor must accept such form of payment as tendered by the employee whether it be personal credit card, State Travel Card and State P-Card.

A grace period of not less than 59 minutes shall be employed with additional hours calculated at not more than 1/3 of the daily rate, never to exceed the cost of one rental day.

Vendor must be able to provide one central billing account for the travel management office.

Where sales taxes apply, the renter will pay any state and local taxes levied on the rental, unless using State P-Card.

Exclusion of Collision Damage Waiver: State renters shall not be charged nor pay any fee for loss or collision damage waiver when using State P-Card.

Vendor must provide your "One Way Rental Policy" preferable with the bid when using the State P-Card or the State Travel Card.

BIDDER REQUIREMENTS

Vendor is to provide the following bid information and assurances with the bid quotation. Failure to provide this information may result in bid disqualification:

- 1) A description of the reservation system features and capabilities and other reports available to the Travel Management Office.
- 2) Vendor must guarantee that the individual franchises/local outlets will comply with the terms of the State of West Virginia car rental agreement.
- 3) Vendor must describe the action to be taken if a reserved vehicle is unavailable at the schedule time of pick-up.
- 4) Vendor must provide the cost and terms and conditions of collision and damage waiver for renters who may not have a Travel Card or are using personal credit card.
- 5) Vendor must list additional charges for age-restricted drivers.
- 6) Vendor must provide the formula or method of determining overtime charges.
- 7) A signed WV-96 (included with this RFQ).
- 8) Vendor is to provide a car rental agreement that is applicable to the car rental services being provided.
- 9) Vendor is to provide the maximum daily weekday rental charges for the following vehicle classifications for State Government employees:

CRENTAL08
EVALUATION PAGE

VENDOR: Avis

A - I PRICING IS "PER DAY"

| Rental Vehicle Locations | A | | B | | C | | D | | E | | F | | G | | H | | I | | Total A-I |
|--------------------------|-----------------|-------------|-----------------|--------------|-----------------|-------------------|-----------------|---------------|-----------------|-----------|-----------------|------------|-----------------|-----------|-----------------|-------------|-----------------|---------|-----------|
| | Estimated Usage | Compact Car | Estimated Usage | Intermediate | Estimated Usage | Standard Size Car | Estimated Usage | Full Size Car | Estimated Usage | Small SUV | Estimated Usage | Medium SUV | Estimated Usage | Large SUV | Estimated Usage | Large Truck | Estimated Usage | Minivan | |
| Charleston, WV | 43 | 1462 | 234 | 8424 | 589 | 21793 | 737 | 28743 | 265 | 13780 | 136 | 7072 | 64 | 3584 | 105 | 4935 | 424 | 22048 | 111,841 |
| Morgantown, WV | 4 | 136 | 29 | 1044 | 219 | 8103 | 151 | 5889 | 21 | 1092 | 77 | 4004 | 106 | 5936 | 5 | 235 | 109 | 5668 | 32,107 |
| Pittsburgh, PA | 8 | 296 | 78 | 3042 | 97 | 3880 | 61 | 2562 | 20 | 1100 | 5 | 275 | 0 | 0 | 1 | 50 | 4 | 220 | 11,425 |
| Portland, OR | 1 | 37 | 10 | 390 | 198 | 7920 | 22 | 924 | 18 | 990 | 6 | 330 | 0 | 0 | 4 | 200 | 0 | 0 | 10,791 |
| Huntington, WV | 3 | 102 | 20 | 720 | 48 | 1776 | 83 | 3237 | 16 | 832 | 12 | 624 | 4 | 224 | 1 | 47 | 18 | 936 | 8,498 |
| LA International Airpt | 1 | 45 | 35 | 1645 | 50 | 2400 | 13 | 650 | 1 | 63 | 2 | 126 | 0 | 0 | 8 | 464 | 13 | 819 | 6,212 |
| Orlando, FL | 1 | 36 | 68 | 2584 | 29 | 1131 | 7 | 287 | 1 | 54 | 4 | 216 | 17 | 986 | 0 | 0 | 7 | 378 | 5,672 |
| Dallas, TX | 1 | 45 | 6 | 282 | 28 | 1344 | 22 | 1100 | 4 | 252 | 19 | 819 | 6 | 402 | 7 | 406 | 11 | 693 | 5,343 |
| Tampa, FL | 1 | 36 | 23 | 874 | 23 | 897 | 12 | 492 | 1 | 54 | 1 | 54 | 0 | 0 | 0 | 0 | 12 | 648 | 3,055 |
| Miami, FL | 1 | 36 | 11 | 418 | 9 | 351 | 6 | 246 | 14 | 756 | 16 | 864 | 2 | 116 | 0 | 0 | 0 | 0 | 2,787 |
| Philadelphia, PA | 1 | 49 | 4 | 204 | 9 | 468 | 6 | 324 | 2 | 134 | 1 | 67 | 2 | 142 | 0 | 0 | 0 | 0 | 1,388 |

NOTE: Listed quantities are not a guarantee of volumes, but are for evaluation purposes only.

TOTAL COST

\$ 199,119

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PRICING PAGE - 1 of 2

| | MODELS | RATE PER DAY | RATE PER WEEK | RATE PER MONTH | ONE WAY RENTAL RATE | ✓ IF UNLIMITED MILEAGE | WV only AVAILABLE AT ALL DOMESTIC LOCATIONS (if not list below) | ✓ IF RATES AVAILABLE AT ALL AIRPORT LOCATIONS |
|------------------------|----------------------------------|--------------|---------------|----------------|---------------------|------------------------|--|---|
| COMPACT | Chevrolet Cobalt or similar | 34 | 170 | 680 | 34 | ✓ | | |
| INTERMEDIATE | Chevrolet Malibu or similar | 36 | 180 | 720 | 36 | ✓ | | |
| FULLSIZE | Chevrolet Impala or similar | 39 | 195 | 780 | 39 | ✓ | | |
| SUV | Pontiac Vibe or similar | 52 | 260 | 1040 | Available | ✓ | | |
| LARGE SUV | Ford Explorer or similar | 56 | 280 | 1120 | | ✓ | | |
| PICK-UP TRUCK | Ford F150 or similar | 50 | 250 | 1000 | upon request | ✓ | | |
| MINI VAN | Chevrolet Uplander or similar | 52 | 260 | 1040 | | 125 per day | | |
| 12 12 PASSENGER VAN | Ford Econoline or similar | 109 | 545 | 2180 | request | 125 per day | | |

VENDOR NAME: Avis

PHONE: 412-478-5218

CONTACT PERSON: Dave (Please print)

FAX: 412-472-5084

AUTHORIZED REPRESENTATIVE:  (Signature)

EMAIL: dave.milush@avisbudget.com

AUTHORIZED REPRESENTATIVE: Dave Milush (Print)

3/3/08 (Date)

CRENTAL08
PRICING PAGE - 2 of 2

| | MODELS | RATE PER DAY | RATE PER WEEK | RATE PER MONTH | ONE WAY RENTAL RATE | ✓ IF UNLIMITED MILEAGE | AVAILABLE AT ALL DOMESTIC LOCATIONS (if not list below) | ✓ IF RATES AVAILABLE AT ALL AIRPORT LOCATIONS |
|------------------|----------------------------------|--------------|---------------|----------------|------------------------|------------------------|---|---|
| COMPACT | Chevrolet Cobalt or similar | 37 | 185 | 740 | 86 | ✓ | Yes - please see enclosed | |
| INTERMEDIATE | Chevrolet Malibu or similar | 39 | 195 | 780 | 86 | ✓ | corporate | rate agreement. |
| FULLSIZE | Chevrolet Impala or similar | 42 | 210 | 840 | 86 | ✓ | | |
| SUV | Pontiac Vibe or similar | 55 | 275 | 1100 | Available upon request | ✓ | | |
| LARGE SUV | Ford Explorer or similar | 59 | 295 | 1180 | request | ✓ | | |
| PICK-UP TRUCK | Ford F150 or similar | Market Price | Price | — | — | Market price | Select locations | |
| MINI VAN | Chevrolet Uplander or similar | 55 | 275 | 1100 | — | 125 per day | | |
| 15 PASSENGER VAN | Ford Econoline or similar | Market Price | Price | — | — | Market price | | |

VENDOR NAME: Avis

PHONE: 412-472-5218

CONTACT PERSON: Dave Milush
(Please print)

FAX: 417-472-5084

EMAIL: dave.milush@avisbudget.com

AUTHORIZED REPRESENTATIVE: 
(Signature)

3/3/08
(Date)

AUTHORIZED REPRESENTATIVE: Dave Milush
(Print)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Avis

Authorized Signature: *[Signature]* Date: 3/3/08

Vehicle Specifications

Preventative maintenance is performed every 3000 miles on all Avis vehicles. On long-term rentals, the customer is contacted periodically to either come in and exchange the vehicle or have routine maintenance completed. Avis vehicles go through a 48-item checklist after each rental, which includes: Vehicle Mileage, Tire Inflation, Cleanliness, Fluid Levels, Vehicle Damage, Seat Belts, and Lights.

Service Specifications

Avis has over 330 airport locations in the United States. When shuttle service is necessary, Avis maintains a 4-minute bus interval standard, the most rigorous in the industry. Our Preferred Service assures quick and easy rental transactions. Below is a description of the process:

Preferred Service

Once enrolled, travelers can skip the counter, so there's no waiting, no paperwork and no hassles. Additional benefits of Preferred Service include:

- Faster Reservations – With a special reservations number and member's preferences on file, reservations are easier than ever.
- No Paperwork and Long Lines – Extra speed and convenience, at no extra cost. Because we take care of the paperwork in advance, our cars and rental documents will be ready and waiting.
- Special Amenities –Our lowest mileage cars and best parking spots are reserved for Preferred Service members. Also, at major airport locations, they'll find a free copy of The Wall Street Journal in their car. Plus, enrollment is just as fast as the service itself.

Preferred Enrollment

- Enrollment in the program is easy. Each traveler completes and signs a Master Rental Agreement, which is kept on file at Avis. Membership is "Free" for all corporate accounts. Applications are also on line at Avis.com, and can be distributed at the Company or can be set up on the company's Intranet site.

Avis First

Avis First members are the FIRST to enjoy access to high-end services and some of the finest vehicles in the rental car industry. Some of the benefits include:

- Continued Preferred Service—skip the lines and go directly to your vehicle
- Free* two-day weekend rentals earned with every third rental
- Upgrades, when available—to get you to your destination in style

E-Receipt

We're making car rental easier than ever with Avis e-receipts, our paperless alternative to rental receipts. Now, when you rent with us, you'll have your receipt e-mailed within 24hours free of charge. This eliminates lost receipts, and makes it easy to complete expense reports. This service is available by simply having an e-mail address in your Wizard travel profile.

Roving Rapid Return

Avis Roving Rapid Return is the fastest and most convenient way to return an Avis vehicle. This is a state-of-the-art, terminal linked, hand-held, computerized car return system. There is no waiting in lines. Roving Rapid Return is available at all major locations worldwide. At Roving Rapid Return locations, an Avis representative meets the renter in the lot, scans the car ID, mileage and fuel level and prints out a receipt on the spot for the renter

Reporting Capabilities

Avis provides excellent management reports designed specifically to assist in Global Travel Management. These reports contain all the pertinent information needed for analysis of car rental travel patterns and are typically reviewed on a quarterly basis.

Avis management reports can be provided electronically through Avis Interactive. Avis Interactive gives you instant access to the Avis database, making it easy to view and analyze data by several different parameters. Reports can be customized to display specific data on this secure website.

The following information can be obtained from Avis Interactive Customer Reports.

- Worldwide Expenditures and Rentals By Month - compares month-by-month worldwide expenditures and rentals for current year versus prior year and lists percentage of change for each month.
- Worldwide Expenditures and Rentals By Avis Division - report which lists by geographic regions current year expenditures and rentals. This report is useful in determining how many rentals are outside of the U.S.
- Top Countries In EAMEA (Europe, Africa, Middle East, Asia) - report that shows account's top 10 renting countries' expenditures and rentals.
- Account Summary Statistics - report lists account's top 25 renting locations by expenditures and includes the number of rentals, rental days, average miles per day, average length of rental and average expenditure per day.
- Rental Statistics - provides comparative details on average length of rental, average distance and expenditure per transaction and per day.
- Rentals by Day of Week - shows the distribution of rentals by day the car was checked-out (picked-up).
- Car Group Upgrade Analysis - shows the number of cars in each car group category that were charged at that car group rate and also how many were actually rented in that car group. In essence, the report shows upgrades and the percentage of upgrades to total number of rentals. The report can be used to determine adherence to travel policy especially when a company stipulates that a particular car group should be rented.
- City Pairs - provides information on average miles driven, average number of days rented, and average daily cost for cars rented from one location and returned to either the same or different location.
- Frequency Distribution - provides information on the length of rentals by renting location.
- Method of Payment - provides details on how Avis received payment for your company's rentals. Expense and rental information are provided by payment method.
- Reservation Origination Analysis - provides details on how reservations for car rentals were received by Avis. Shows details by expense amounts and rentals.

Additional Driver

There is no fee for additional drivers so long as the additional driver is also a State of WV employee.

Drivers Over 21 Years of Age

There is no additional fee for any driver of 21 years of age.

Roadside Assistance

All Avis customers are provided with the information they will need in case of a breakdown or an accident, which is located on the key tag. Avis provides a toll free number for Emergency Roadside Assistance 24 hours a day, anywhere in the United States – 800-354-2847. When dialed, the customer is connected to the nearest Avis location. Upon notifying Avis, the nature of the problem will be determined, and the best option available to offer the customer, to minimize any inconvenience to the renter.

Bidder Requirements

1) Reservation System

Wizard

Our most unique feature is the Wizard Computer System, the first fully integrated on-line, real-time reservation and rental processing system in the car rental industry. This system provides the following benefits for your company:

- Instant access to our mainframe computer from any automated location. This means that any Avis Rental Sales agent at these locations can give travelers immediate confirmed reservations, cutting wait time.
- Continuous fleet monitoring capabilities at all automated locations, so your company will know precisely what car groups are available at their destinations.
- Automatic, accurate calculations and assignment of the Avis Worldwide Discount (AWD) corporate rates and discounts, so your travelers will always get the low corporate rate.
- Access to personal renting information through the Wizard Number, so travelers provide agents with information such as company name, car preference and optional coverage only one time. From then on, Avis Reservation or Rental Sales Agents can call up that information on the screen, resulting in significant time savings for travelers.
- Automated services available at both checkout and car return counters. This minimizes waiting at both ends of a rental.
- Automatic scheduling of maintenance for each vehicle, ensuring that all cars are professionally maintained in accordance with Avis standards.
- Instantaneous tracking, transferring or revising of reservation information at all terminals, so travelers can update and revise reservations as often as needs dictate.
- Rental agreements printed out in 20 seconds, saving time at the counter.
- Automatic error checks on important areas of data entry, so that your travelers can have accurate invoices the first time.
- Cost control and cash flow management through monthly billings statements and usage reports that show total rental activity, types of cars rented, location, costs and other information needed to help monitor costs.

Over 95% of all Avis transactions are processed through the Wizard system.

Wizard Number

There is no mistaking who your travelers are and what services and discounts they are entitled to when they each have their own Avis Wizard number. The Wizard profile will tie your travelers directly into the Wizard of Avis – our on-line, real-time computerized reservation/rental system. It makes reserving and renting an Avis car fast and easy, and gives you access to special services like Preferred Service.

Avis can create a personal computer file that contains personal and corporate renting information, such as preferred car group, method of payment, driver's license number and most importantly, your company's Avis Worldwide Discount Number.

Whenever the Wizard profile is used to rent from Avis, our agents or your travel consultant can instantly recall this information from the computer file, so that they may assign correct rates and services, and have your rental agreement prepared prior to your arrival at the counter, which saves your travelers valuable time.

If your travelers have either Avis-honored charge cards or a corporate sponsored card, they may obtain a Wizard Number right away at any of our rental counters, or use our Wizard Number application available at our counters. You may also obtain a Wizard Number from our Account Services Department or Avis Sales representative.

(Information stored in a Wizard profile may be modified at any time.)

1) Reporting Capabilities

Avis Interactive

Avis is the only car rental company to offer online access to your company's detailed information via Avis Interactive. At this site, the company can create reports to analyze, report, and manage the company's car rental expenditures. You can create customized reports to display specific data on this secure web site.

In addition, our release of "Data on Demand" in our Avis Interactive System is capable of selecting 54 different fields of rental transaction data and 27 fields based on personal preference data, including such items as travelers' name, car class, reserved and driven, daily rate, pick-up/drop-off locations, duration of rental, travel agency used and type of credit card used and holds up to 100 days of data. This data can be manipulated at the need of the company to create unmatched data utilization.

Data found in Avis Interactive:

| | |
|-----------------------------|-------------------|
| Account Summary View | Time Period |
| Reservation Origination | Group Locations |
| Rentals by Day of Week | Length of Rental |
| Individual Employees | Currency |
| Specific Geographic Areas | Distances |
| Groups of Employees | Specific Location |
| Car Group Upgrades | City Pairs |
| Year to Year Comparisons | Method of Payment |
| Worldwide Expenses by Month | |

The Avis Interactive reports can be custom designed to the users needs. Using as many of the 27 wizard list fields or as many of the 54 rental agreement fields, the user can manipulate the data to get the required information. The information can be easily downloaded to an excel format and again manipulated to the users needs.

2) Local Participation

Please see the attached list on non-participating licensees.

3) Unavailable Vehicle

Avis makes every effort to have a vehicle ready at the scheduled time of pick up. If the reserved vehicle is not available, Avis will upgrade the customer to a larger car class that will fit the renter's needs at no additional charge.

4) Collision and Damage Waiver

Cost and terms of collision damage waiver is provided at the time of reservation and varies depending on the location. Attached are the terms of the Master Rental Agreement which provides terms across the US but these can vary depending on the State n which we operate and prevailing laws at the time. In the State of WV, LDW is available from \$24.95-\$26.95 per day based on vehicle size. Additional liability up to one million dollars is also available at \$12.95 per day in WV.

5) Age Restricted Drivers

The minimum age at all corporate and participating licensee locations is 18 provided the renter uses the corporate AWD number, has a major credit card or company billing program and has a valid drivers license. For renters under the age of 25, no additional charge applies. For renters aged 18-21 an additional fee of \$25 per day may apply.

6) Overtime charges

Avis allows a 30 minute grace period. After 30 minutes an hourly rate is charged. The hourly rate is calculated as $\frac{1}{2}$ the daily rate.

7) WV-96

Please see attached.

8) Applicable Car Rental Agreement

Please see attached.

9) Charges

Please see attached.

**NON-PARTICIPATING LICENSEES
Rates Program**



| | |
|---|----|
| Kalispell APO | MT |
| Missoula APO | MT |
| Billings APO | MT |
| Minot APO | ND |
| Aberdeen APO | SD |
| Fargo APO | ND |
| Fargo Downtown | ND |
| Bismarck | ND |
| Bismarck APO | ND |
| Rapid City APO | SD |
| Sioux Falls APO | SD |
| Tri-City APO | TN |
| Columbus APO | MS |
| Meridian, MS APO | MS |
| Menominee APO | MI |
| Appleton | WI |
| Greenlake, WI (seasonal) | WI |
| Baileys Harbor (seasonal) | WI |
| Ephraim | WI |
| Jet Air Green Bay | WI |
| Executive Air | WI |
| Hldy Inn Greenbay | WI |
| Appleton APO | WI |
| Green Bay APO | WI |
| Radisson Paper Valley, Appleton | WI |
| Regency Suites, Green Bay | WI |
| Holiday Inn Appleton | WI |
| Holiday Inn Sturgeon Bay | WI |
| Howard Johnson/Antiqua Bay Wisconsin Dells | WI |
| Maxair, Appleton | WI |
| Appleton East | WI |
| Cherryland APO (seasonal) | WI |
| Rochester APO | MN |
| Eau Claire APO | WI |

**NON-PARTICIPATING LICENSEES
Rates Program**



| | |
|--------------------------------|----|
| Kahler Htl/Roc | MN |
| Central Wis APO | WI |
| Wisconsin Dells | WI |
| Steven's Point Airport | WI |
| Coin Blvd Aviation | WI |
| Jefferson Suite Inn | WI |
| Bridgewood Resort | WY |
| Gillette, WY APO | WY |
| Laramie APO | WY |
| Riverton APO | WY |
| Sheridan, WY APO | WY |
| Skagway | AK |
| Whittier | AK |
| Haines (seasonal location) | AK |
| Presque Isle | ME |
| Presque Isle, APO | ME |
| Alpena APO | MI |
| Kinross, MI (Sault Ste. Marie) | MI |
| Gaylord APO | MI |
| Iron Mountain APO | MI |
| Sidney | MT |
| Glendive APO | MT |
| McCook | NE |
| Jamestown APO | ND |
| Pierre Airport | SD |
| Ogden APO | UT |
| Marshfield | WI |
| Kings Apo - Land O' Lakes | WI |

RENTAL TERMS AND CONDITIONS

1. THESE TERMS AND CONDITIONS, THE RENTAL DOCUMENT SIGNED BY ME, AND A RETURN RECORD WITH COMPUTED RENTAL CHARGES TOGETHER CONSTITUTE THE RENTAL AGREEMENT BETWEEN MYSELF AND AVIS RENT A CAR SYSTEM, INC. OR THE INDEPENDENT AVIS SYSTEM LICENSEE IDENTIFIED ON THE RENTAL DOCUMENT.
2. I RENT FROM YOU THE CAR DESCRIBED ON THE RENTAL DOCUMENT AND I AGREE TO THE TERMS BELOW AND ON THE OTHER PANELS OF THIS RENTAL DOCUMENT JACKET PROVIDED ANY SUCH TERM IS NOT PROHIBITED BY THE LAW OF A JURISDICTION COVERING THIS RENTAL, IN WHICH CASE SUCH LAW CONTROLS. *I, ME AND MY* REFER TO THE PERSON WHO SIGNS THIS AGREEMENT, *YOU AND YOUR* REFER TO AVIS.
3. **WHEN I'LL RETURN THE CAR.** I'LL RETURN THE CAR ON THE DATE INDICATED ON THE RENTAL DOCUMENT. I'LL RETURN IT SOONER ON YOUR DEMAND.
4. **WHERE I'LL RETURN THE CAR.** THE CAR MUST BE RETURNED TO THE AGREED RETURN LOCATION AS SPECIFIED ON THE RENTAL DOCUMENT. A RATE CHANGE OR SPECIAL CHARGES MAY APPLY IF RETURNED TO A DIFFERENT LOCATION.
5. **RENTAL CHARGES.** I WILL PAY FOR THE NUMBER OF MILES I DRIVE AND THE LENGTH OF TIME I RENT THE CAR AT THE TIME AND MILEAGE RATES INDICATED ON THE RENTAL DOCUMENT. THE MINIMUM CHARGE IS ONE DAY (24 HOURS) PLUS MILEAGE, OR A FIXED FEE. MILES DETERMINED BY READING THE FACTORY-INSTALLED ODOMETER. DAILY CHARGE APPLIES TO CONSECUTIVE 24 HOUR PERIODS STARTING AT THE HOUR AND MINUTE THE RENTAL BEGINS. I'LL PAY CHARGES FOR MISCELLANEOUS SERVICES WHICH APPLY TO THE RENTAL. ON TOUR RATE RENTALS AN ADDITIONAL PER DAY CHARGE WILL APPLY TO CERTAIN RENTERS AS SPECIFIED ON THE RENTAL DOCUMENT.

IN SOME JURISDICTIONS, WHERE PERMITTED, AN AIRPORT CONCESSION RECOVERY FEE MAY BE ADDED.
6. **TAXES.** I'LL PAY ALL SALES, USE, RENTAL, AND EXCISE TAXES, INCLUDING TAX-RELATED SURCHARGES.
7. **LOSS DAMAGE WAIVER.** WHERE PERMITTED, IS NOT INSURANCE AND NOT MANDATORY. IF I ACCEPT FULL LOSS DAMAGE WAIVER (LDW) AT THE DAILY RATE AND THE CAR IS OPERATED IN ACCORDANCE WITH THIS AGREEMENT, YOU ASSUME ALL LOSS OR DAMAGE TO THE CAR EXCEPT FOR MY AMOUNT OF "RESPONSIBILITY" AS SPECIFIED ON THE RENTAL DOCUMENT. WHERE LOSS DAMAGE WAIVER IS PERMITTED, IF I DO NOT ACCEPT LDW, I OWE FOR LOSS OR DAMAGE TO THE CAR NOT TO EXCEED \$9,500.00 UNLESS I HAVE VIOLATED THE TERMS AND CONDITIONS. LOSS AND DAMAGE ARE

DESCRIBED IN THE FOLLOWING PARAGRAPH AND INCLUDE THEFT AND VANDALISM. I ACKNOWLEDGE I HAVE BEEN ADVISED THAT MY OWN INSURANCE OR CREDIT CARD MAY COVER LOSS OR DAMAGE.

8. **DAMAGE / LOSS TO THE CAR.** IF THE LAW OF A JURISDICTION COVERING THIS RENTAL REQUIRES CONDITIONS ON LDW THAT ARE DIFFERENT THAN THE TERMS IN THIS AGREEMENT, THAT LAW PREVAILS. IF LDW IS NOT AVAILABLE, MY RESPONSIBILITY FOR LOSS OR DAMAGE IS AS SPECIFIED ON THE RENTAL DOCUMENT. IF LDW IS AVAILABLE BUT I DO NOT ACCEPT IT, I OWE FOR LOSS OR DAMAGE TO THE CAR REGARDLESS OF FAULT UP TO \$9,500 (UNLESS THE RENTER'S LIABILITY FOR ORDINARY NEGLIGENCE IS PROHIBITED BY LAW) WHETHER DUE TO THEFT, COLLISION, VANDALISM, OR ANY OTHER CAUSE EXCEPT ACCIDENTAL FIRE OR EXPLOSION, OR NATURAL CAUSES. IF THE CAR IS STOLEN I'LL PAY \$2,000.00 UNLESS I FAILED TO EXERCISE ORDINARY CARE WHILE THE CAR WAS IN MY CONTROL OR IF I AIDED OR ABETTED IN THE THEFT (EXCEPT FOR THEFT WHERE THE CAR IS NOT RECOVERED) IN WHICH CASE I AM RESPONSIBLE FOR THE FULL MARKET VALUE OF THE CAR. WHETHER OR NOT I ACCEPT LOSS DAMAGE WAIVER, OR IF LOSS DAMAGE WAIVER IS NOT AVAILABLE, I'M RESPONSIBLE FOR THE LOSS IF I OR AN ADDITIONAL DRIVER, AUTHORIZED OR NOT, PERMITS OR ENGAGES IN ANY OF THE FOLLOWING PROHIBITED ACTS OR USES OF THE CAR: (A) USE TO CARRY PERSONS OR PROPERTY FOR A FEE; (B) USE DURING AN ORGANIZED RACE OR SPEED CONTEST; (C) DAMAGE OR LOSS THAT COULD REASONABLY BE EXPECTED FROM AN INTENTIONAL OR CRIMINAL ACT (INCLUDING CONVICTION FOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL OR OTHER ILLEGAL CONTROLLED SUBSTANCES) OTHER THAN TRAFFIC INFRACTIONS; (D) USE IN AN AUTO BUSINESS OPERATION SUCH AS REPAIRING, SERVICING, TESTING, WASHING, PARKING, STORING, OR SELLING AUTOMOBILES; (E) IF THE RENTAL CONTRACT IS BASED ON A FRAUDULENT OR MATERIAL MISREPRESENTATION BY ME; (F) USE OF THE VEHICLE OUTSIDE THE CONTINENTAL UNITED STATES; (G) THE VEHICLE IS OPERATED BY A DRIVER NOT PERMITTED UNDER THE RENTAL AGREEMENT; OR (H) LEAVE THE CAR AND FAIL TO REMOVE THE KEYS OR CLOSE AND LOCK ALL DOORS, CLOSE ALL WINDOWS AND THE TRUNK AND THE CAR IS STOLEN OR VANDALIZED. IF MY RESPONSIBILITY FOR LOSS OR DAMAGE IS COVERED BY MY OWN INSURANCE OR MY CHARGE CARD ISSUER, I WILL IDENTIFY MY

INSURER AND POLICY NUMBER OR CARD ISSUER AND ITS INSURER. I AUTHORIZE YOU TO COLLECT THE LOSS DIRECTLY FROM THE INSURER. I AUTHORIZE YOU TO COLLECT THE LOSS FROM A THIRD PARTY RESPONSIBLE FOR THE DAMAGE. YOU WILL REFUND ANY SUM YOU COLLECT ABOVE THE LOSS.

9. **LOSS DAMAGE WAIVER FEE.** IF I ACCEPT LDW, I'LL PAY THE DAILY LDW RATE AS SPECIFIED ON THE RENTAL DOCUMENT NOT TO EXCEED \$9.50 PER DAY OR \$12.50 PER DAY BASED ON CAR CLASS ELECTED. I AGREE TO PAY THE APPLICABLE DAILY RATE FOR A FULL DAY IF I DON'T HAVE THE CAR FOR THE ENTIRE DAY. THE LOSS DAMAGE WAIVER FEE IS THE APPLICABLE DAILY RATE MULTIPLIED BY THE NUMBER OF RENTAL DAYS. I ACKNOWLEDGE READING THE NOTICE ON LOSS DAMAGE SHOWN ON THE RENTAL DOCUMENT OR IN SEPARATE NOTICE FORM.
10. **FUEL SERVICE CHARGE.** IF THE GAS SERVICE OPTION IS AVAILABLE BUT I DO NOT ACCEPT THE GAS SERVICE OPTION, I'LL PAY A FUEL SERVICE CHARGE (AS SPECIFIED ON THE RENTAL DOCUMENT) IF I RETURN THE CAR WITH LESS FUEL THAN WHEN RENTED. A) IF I DID NOT PURCHASE FUEL, THIS CHARGE WILL BE THE RATE PER MILE AS SPECIFIED ON THE RENTAL DOCUMENT MULTIPLIED BY TOTAL MILES DRIVEN AS SPECIFIED ON THE RENTAL DOCUMENT. B) IF I PURCHASED FUEL, THIS CHARGE WILL BE THE RATE PER GALLON AS SPECIFIED ON THE RENTAL DOCUMENT MULTIPLIED BY THE NUMBER OF GALLONS REQUIRED TO REFILL THE TANK (BY READING FACTORY INSTALLED GAUGE) WHEN I PROVIDE YOU WITH A RECEIPT FOR THE PURCHASE OF FUEL. OTHERWISE, I WILL PAY THE RATE PER MILE NOTED ABOVE.
- IF THE GAS SERVICE OPTION IS AVAILABLE AND I ACCEPT THE OPTION THE COST OF SUCH PURCHASE IS AS SPECIFIED ON THE RENTAL DOCUMENT. BY ACCEPTING THE GAS SERVICE OPTION, I WILL NOT INCUR ANY ADDITIONAL FUEL CHARGE AND I WILL NOT RECEIVE CREDIT FOR UNUSED FUEL AT RETURN. I ACKNOWLEDGE THAT THE GAS SERVICE OPTION OR FUEL SERVICE CHARGE IS NOT A RETAIL SALE OF FUEL.
11. **SPECIAL CHARGES.** IF I REPRESENT I'LL RETURN CAR TO ANOTHER LOCATION, I MAY HAVE TO PAY 'ONE-WAY SERVICE FEE' AS SPECIFIED ON THE RENTAL DOCUMENT. IF I RETURN THE CAR TO A LOCATION DIFFERENT FROM AGREED RETURN LOCATION AS SPECIFIED ON THE RENTAL DOCUMENT WITHOUT YOUR WRITTEN PERMISSION, I'LL PAY AN 'UNAUTHORIZED RETURN LOCATION FEE'. MINIMUM FEE IS \$45. IF THIS FEE IS HIGHER BY MULTIPLYING NORMAL MILEAGE RATE BY DISTANCE BETWEEN RENTING LOCATION AND ACTUAL RETURN LOCATION AS SPECIFIED ON THE RETURN DOCUMENT/RETURN RECORD, I'LL PAY A HIGHER FEE. I'LL PAY A REASONABLE FEE FOR CLEANING THE CAR'S INTERIOR UPON RETURN FOR EXCESSIVE STAINS, DIRT OR SOILAGE ATTRIBUTABLE TO MY USE.
12. **PERSONAL ACCIDENT INSURANCE (PAI)** I'LL PAY FOR PERSONAL ACCIDENT INSURANCE IF I ACCEPT IT. I UNDERSTAND THAT I WILL BE CHARGED THE RATE PER DAY FOR A FULL DAY EVEN IF I DON'T HAVE THE CAR THE ENTIRE DAY.
13. **PERSONAL EFFECTS PROTECTION (PEP) INSURANCE.** (WHERE AVAILABLE) IS EXPLAINED IN BROCHURE AVAILABLE AT COUNTER. I'LL PAY FOR PEP INSURANCE IF I ACCEPT IT. I WILL BE CHARGED THE RATE PER DAY FOR A FULL DAY IF I DON'T HAVE THE CAR FOR THE ENTIRE DAY.

14. **FINES AND EXPENSES.** I'LL PAY ALL FINES, COURT COSTS AND RECOVERY EXPENSES FOR PARKING, TRAFFIC AND OTHER VIOLATIONS, INCLUDING STORAGE LIENS AND CHARGES, INCLUDING A REASONABLE ADMINISTRATIVE FEE WITH RESPECT TO THE USE OF THE CAR WHILE ON RENTAL TO ME.
15. **ERROR IN RENTAL CHARGES.** THE CHARGES SHOWN ON THE RETURN RECORD ARE NOT FINAL AND ARE SUBJECT TO RECALCULATION. I'LL PAY ANY UNDERCHARGES AND I'LL RECEIVE A REFUND FOR ANY OVERCHARGES YOU DISCOVER ON REVIEW.
16. **PROHIBITED USE OF THE CAR.** I WILL NOT USE OR PERMIT THE CAR TO BE USED TO CARRY PERSONS OR PROPERTY FOR A FEE; USED DURING AN ORGANIZED RACE OR SPEED CONTEST; DAMAGE OR LOSS THAT COULD REASONABLY BE EXPECTED FROM AN INTENTIONAL OR CRIMINAL ACT (INCLUDING CONVICTION FOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL OR OTHER ILLEGAL CONTROLLED SUBSTANCES) OTHER THAN TRAFFIC INFRACTIONS; USED IN AN AUTO BUSINESS OPERATION SUCH AS REPAIRING, SERVICING, TESTING, WASHING, PARKING, STORING, OR SELLING AUTOMOBILES; IF THE RENTAL CONTRACT IS BASED ON A FRAUDULENT OR MATERIAL MISREPRESENTATION BY ME; USE OF THE VEHICLE OUTSIDE THE CONTINENTAL UNITED STATES; OR THE VEHICLE IS OPERATED BY A DRIVER NOT PERMITTED UNDER THE RENTAL AGREEMENT. A VIOLATION OF THIS PARAGRAPH AUTOMATICALLY TERMINATES MY RENTAL AND MAKES ME LIABLE TO YOU FOR ALL THE PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED LEGAL EXPENSES.
17. **WHO ELSE MAY DRIVE THE CAR.** ONLY MY SPOUSE, MY EMPLOYER OR A REGULAR FELLOW EMPLOYEE INCIDENTAL TO BUSINESS DUTIES OR SOMEONE WHO APPEARS AT THE TIME OF RENTAL AND SIGNS AN ADDITIONAL DRIVER FORM, MAY DRIVE THE CAR BUT ONLY WITH MY PRIOR PERMISSION. THE OTHER DRIVER MUST BE AT LEAST 25 YEARS OLD AND A CAPABLE AND VALIDLY LICENSED DRIVER. THERE MAY BE A CHARGE FOR EACH ADDITIONAL DRIVER AUTHORIZED TO DRIVE THE CAR WHICH CHARGE IS SPECIFIED ON THE RENTAL DOCUMENT UNLESS PROHIBITED BY LAW COVERING THIS RENTAL.
18. **LIABILITY INSURANCE.** ANYONE DRIVING THE CAR AS PERMITTED BY THIS AGREEMENT WILL BE PROTECTED AGAINST LIABILITY FOR CAUSING BODILY INJURY OR DEATH TO OTHERS OR DAMAGING THE PROPERTY OF SOMEONE OTHER THAN THE DRIVER AND/OR THE RENTER UP TO THE MINIMUM FINANCIAL RESPONSIBILITY LIMITS REQUIRED BY APPLICABLE LAW. THE LIMIT FOR BODILY INJURY SUSTAINED BY ONE PERSON INCLUDES ANY CLAIM FOR LOSS OF THAT PERSON'S CONSORTIUM OR SERVICES. WHERE THE LAW EXTENDS COVERAGE TO A NON-PERMITTED DRIVER, THE SAME LIMITS SHALL APPLY. THE COVERAGE PROVIDED BY YOU SHALL BE EXCESS OVER ANY APPLICABLE INSURANCE AVAILABLE TO ME OR ANY OTHER DRIVER, FROM ANY OTHER SOURCE, WHETHER PRIMARY, EXCESS, SECONDARY OR CONTINGENT IN ANY WAY. OTHERWISE, IT IS PROVIDED ACCORDING TO THE TERMS, AND SUBJECT TO ALL OF THE

CONDITIONS, OF A STANDARD AUTOMOBILE LIABILITY INSURANCE POLICY, INCLUDING ALL REQUIREMENTS AS TO NOTICE AND COOPERATION ON MY PART, WHICH ARE HEREBY MADE A PART OF THIS AGREEMENT. YOU CAN PROVIDE COVERAGE UNDER A CERTIFICATE OF SELF-INSURANCE OR AN INSURANCE POLICY, OR BOTH, AS YOU CHOOSE. IN ANY CASE, A COPY OF THE POLICY AND/OR CERTIFICATE WILL BE AVAILABLE FOR MY INSPECTION AT YOUR MAIN OFFICE. I UNDERSTAND THAT UNLESS REQUIRED BY APPLICABLE LAW, YOU WILL NOT PROVIDE (A) COVERAGE FOR FINES, PENALTIES, PUNITIVE OR EXEMPLARY DAMAGES, (B) COVERAGE FOR BODILY INJURY TO, OR DEATH OF, MYSELF WHILE NOT A DRIVER, OR ANY MEMBER OF MY FAMILY OR THE DRIVER'S FAMILY, (C) DEFENSE AGAINST ANY CLAIM AFTER APPLICABLE LIMITS OF COVERAGE THAT YOU FURNISH HAVE BEEN TENDERED, (D) SUPPLEMENTARY NO FAULT, NON-COMPULSORY UNINSURED OR UNDERINSURED MOTORIST COVERAGE, AND ANY OTHER OPTIONAL OR REJECTABLE COVERAGE, AND YOU AND I REJECT ALL SUCH COVERAGES TO THE EXTENT PERMITTED BY LAW. WHERE ANY OF THESE COVERAGES ARE REQUIRED OR IMPLIED BY LAW, THE LIMITS SHALL BE THE MINIMUM REQUIRED UNDER APPLICABLE STATUTE. THERE IS NO COVERAGE IN MEXICO.

19. **ADDITIONAL LIABILITY INSURANCE (ALI)** (WHERE APPLICABLE) I'LL PAY FOR ADDITIONAL LIABILITY INSURANCE COVERAGE IF AVAILABLE AND I ACCEPT IT. IN THAT CASE, THE COVERAGE PROVIDED BY YOU ACCORDING TO PARAGRAPH 18 ABOVE SHALL BE PRIMARY AND THE COMBINED LIMITS OF LIABILITY PROTECTION SHALL BE \$1,000,000 FOR EACH PERSON FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE, BUT NOT MORE THAN \$1,000,000 FOR EACH ACCIDENT. INSTEAD OF THE BASIC LIMITS STATED IN PARAGRAPH 18 ABOVE THE ADDITIONAL COVERAGE WILL BE PROVIDED UNDER A SEPARATE POLICY OF EXCESS LIABILITY INSURANCE MORE FULLY DESCRIBED IN THE AVAILABLE BROCHURE AND IS SUBJECT TO ALL OF THE CONDITIONS AND LIMITATIONS DESCRIBED IN PARAGRAPH 18 ABOVE, EXCEPT THAT NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, THE TERMS OF THE POLICY SHALL AT ALL TIMES CONTROL. I UNDERSTAND THAT I WILL BE CHARGED THE RATE PER DAY FOR A FULL DAY EVEN IF I DON'T HAVE THE CAR FOR THE ENTIRE DAY.

20. **INDEMNIFICATION.** I AGREE TO INDEMNIFY YOU FOR ANY LOSS, LIABILITY AND EXPENSE THAT YOU INCUR ARISING OUT OF THE USE OF THE CAR (A) WHICH EXCEEDS THE GREATER OF EITHER THE MINIMUM LIMITS OF FINANCIAL RESPONSIBILITY PURSUANT TO THE MOTOR VEHICLE INSURANCE LAW OF THE APPLICABLE STATE OR THE LIMITS OF ANY LIABILITY INSURANCE THAT YOU FURNISH TO ME, (B) WHICH RESULTS FROM ANY UNAUTHORIZED USE OR PROHIBITED OPERATION OF THE CAR, IF THE RENTAL TAKES PLACE AT A LOCATION OPERATED BY AN AVIS SYSTEM LICENSEE AND A CLAIM RELATING TO THIS TRANSACTION IS MADE AGAINST AVIS RENT A CAR SYSTEM, INC. OR AVIS, INC. THAT ALLEGES UNFAIR, DECEPTIVE OR UNCONSCIONABLE CONDUCT THAT RENTING AVIS LICENSEE AGREES TO INDEMNIFY AND HOLD AVIS RENT A CAR SYSTEM, INC. AND AVIS, INC. HARMLESS AGAINST SUCH CLAIM, INCLUDING THE RELATED COSTS AND EXPENSES.

21. **REPOSSESSING THE CAR.** YOU CAN REPOSSESS THE CAR ANYTIME IT IS FOUND ILLEGALLY PARKED, BEING USED TO VIOLATE THE LAW OR THE TERMS OF THIS AGREEMENT, OR APPEARS TO BE ABANDONED. YOU CAN ALSO REPOSSESS ANYTIME YOU DISCOVER I MADE A MISREPRESENTATION TO OBTAIN THE CAR. YOU NEEDN'T NOTIFY ME IN ADVANCE.

22. **COLLECTIONS.** ALL CHARGES, FEES AND EXPENSES, INCLUDING PAYMENT FOR LOSS OF OR DAMAGE TO THE CAR, ARE DUE AT YOUR DEMAND. IF I DO NOT PAY ALL CHARGES WHEN DUE, I AGREE TO PAY A LATE CHARGE OF 1 1/2% PER MONTH, OR AS PERMITTED BY LAW ON THE PAST DUE BALANCE. I WILL PAY ANY COLLECTION COSTS, INCLUDING A SERVICE CHARGE FOR ANY CHECK WHICH IS NOT HONORED BY A FINANCIAL INSTITUTION AND YOUR REASONABLE ATTORNEY'S FEES, IF I DON'T PAY ANY AMOUNT WHEN DUE. IF THE LAW PERMITS, YOU MAY CONTACT ME OR MY EMPLOYER AT MY PLACE OF BUSINESS ABOUT PAYMENT.

23. **CHARGE CARD RESERVE.** I HAVE BEEN INFORMED THAT MY CREDIT, UP TO AN AMOUNT OF THE ESTIMATED TOTAL CHARGES DUE UNDER THIS AGREEMENT, BASED ON MY REPRESENTATION ABOUT THIS RENTAL, MAY BE SET ASIDE OR RESERVED BY THE CHARGE CARD ISSUER WHOSE CARD I PRESENT IN PAYMENT OF MY BILL. I CONSENT TO THE RESERVATION OR SETTING ASIDE OF THAT AMOUNT.

24. **PROPERTY IN THE CAR.** YOU ARE NOT RESPONSIBLE FOR LOSS OF OR DAMAGE TO ANY PROPERTY IN OR ON THE CAR, IN ANY SERVICE VEHICLE, ON YOUR PREMISES, OR RECEIVED OR HANDLED BY YOU, REGARDLESS OF WHO IS AT FAULT. I'LL BE RESPONSIBLE TO YOU FOR CLAIMS BY OTHERS FOR LOSS OR DAMAGE.

25. **MEANING OF "CAR".** THE WORD "CAR" IN THIS AGREEMENT MEANS THE VEHICLE RENTED OR ITS REPLACEMENT, INCLUDES TIRES, TOOLS, EQUIPMENT, ACCESSORIES, PLATES, DOCUMENTS.

26. **CHANGES.** ANY CHANGE IN THIS RENTAL AGREEMENT OR YOUR RIGHTS MUST BE IN WRITING AND SIGNED BY YOUR PRESIDENT OR A VICE PRESIDENT.

27. **ONSTAR.** I (RENTER) ACKNOWLEDGE THAT THE RENTAL VEHICLE MAY BE EQUIPPED WITH THE ONSTAR SYSTEM WHICH UTILIZES GLOBAL POSITIONING SATELLITES AND CELLULAR PHONE TECHNOLOGY FOR EMERGENCY LOCATION AND SPECIAL CONCIERGE SERVICES. I ACKNOWLEDGE THAT ONSTAR OPERATES ONLY WITHIN THE 48 CONTIGUOUS UNITED STATES, ALASKA, HAWAII, AND CANADA, AND IS LIMITED BY THE VEHICLE'S OPERATING RANGE OF A CELLULAR COMMUNICATIONS PROVIDER, SUBJECT TO CELLULAR TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC OR TOPOGRAPHICAL CONDITIONS AND THAT ONSTAR MAY ALSO BE LIMITED BY THE ELECTRICAL SYSTEM DESIGN AND ARCHITECTURE OF THE VEHICLE. I FURTHER ACKNOWLEDGE THAT ONSTAR WILL NOT FUNCTION IF THE VEHICLE'S BATTERY IS DISCHARGED OR DISCONNECTED AND ONSTAR MAY BE RENDERED INOPERATIVE IF THE ONSTAR SYSTEM IS TAMPERED WITH OR DESTROYED AND/OR DAMAGED IN AN ACCIDENT OR IF SATELLITE SYSTEMS ARE OBSTRUCTED AND/OR INOPERATIVE.

I FURTHER EXPRESSLY AUTHORIZE THE USE OF ONSTAR FOR AUTOMATIC CRASH NOTIFICATION AND EMERGENCY ASSISTANCE LOCAT ON SERVICES, CALL LOCATION INFORMATION, AND THE CONCIERGE SERVICES PROVIDED WHICH INCLUDE NAVIGATIONAL ROUTE SUPPORT, CONVENIENCE SERVICES, REMOTE VEHICLE DIAGNOSTICS, ROADSIDE

ASSISTANCE, STOLEN VEHICLE TRACKING, REMOTE DOOR UNLOCK, AND AUTOMATIC AIRBAG DEPLOYMENT NOTIFICATION.

I ACKNOWLEDGE THE LIMITATIONS OF ONSTAR AS LISTED ABOVE.

AVIS AGREES THAT ANY AND ALL COMMUNICATIONS UTILIZING THE ONSTAR SYSTEM WILL BE DEEMED CONFIDENTIAL UNLESS THE DISCLOSURE OF SUCH INFORMATION IS REQUIRED IN EMERGENCY SITUATIONS, VEHICLE BREAKDOWNS OR AS MAY OTHERWISE BE REQUIRED BY LAW.

RENTER AGREES TO RELEASE AND HOLD AVIS HARMLESS FOR ANY ONSTAR SYSTEM FAILURES.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
CRENTAL08

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JO ANN ADKINS
 304-558-8802**

RFQ COPY
 TYPE NAME/ADDRESS HERE

Avis
 Pittsburgh Int'l Airport
 PO Box 12325
 Pittsburgh, PA 15231

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FCB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 02/26/2008 | | | | |

BID OPENING DATE: **03/05/2008** BID OPENING TIME: **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| *****ADDENDUM NO. 1***** | | | | | | |
| 1. QUESTIONS AND ANSWERS | | | | | | |
| (Q) ON AVERAGE, HOW LONG (HOW MANY DAYS) DOES AN EMPLOYEE RENT A VEHICLE FOR? | | | | | | |
| (A) 2.3 DAYS PER RENTAL | | | | | | |
| (Q) ON AVERAGE, HOW MANY MILES DOES AN EMPLOYEE DRIVE A RENTAL VEHICLE PER DAY? | | | | | | |
| (A) ROUGHLY 139 MILES PER RENTAL DAY. | | | | | | |
| (Q) ON THE PRICING SHEET PORTION OF THE RFQ, WHAT DO THE NUMBERS REPRESENT UNDER EACH CAR CLASS? DO THEY INDICATE NUMBER OF RENTALS OR DO THEY INDICATE NUMBER OF RENTAL DAYS? | | | | | | |
| (A) NUMBER OF RENTALS. | | | | | | |
| (Q) DOES THE \$540,000 TOTAL EXPENDITURE ESTIMATION INCLUDE ANY TAXES? | | | | | | |
| (A) NO. | | | | | | |
| (Q) IS THE STATE CONSIDERING ANY TYPE OF SECONDARY CAR RENTAL SUPPLIER IN CASE THE PRIMARY SUPPLIER IS SOLD OUT? | | | | | | |
| (A) NO | | | | | | |
| 2. EXHIBIT 10 ADDENDUM ACKNOWLEDGEMENT | | | | | | |
| I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. | | | | | | |
| ADDENDUM NO.'S: | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Dr. [Signature]</i> | TELEPHONE 412-472-5218 | DATE 3/13/08 |
| TITLE Account Manager | FEIN 11-1998661 | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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|-------|----------|-----|--------|-------------|------------|--------|
| NO. 1 | | | | | | |
| NO. 2 | | | | | | |
| NO. 3 | | | | | | |
| NO. 4 | | | | | | |
| NO. 5 | | | | | | |

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH
 ADDENDUM(S) MAY BE CAUSE FOR REJECTION ON BIDS. VENDOR
 MUST CLEARLY UNDERSTAND THAT ANY VERBAL
 REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
 ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
 AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
 INFORMATION ISSUED IN WRITING AND ADDED TO THE
 SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

[Handwritten Signature]
 SIGNATURE

Avis
 COMPANY

3/3/08
 DATE

REV. 11/96

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---|---------------------------|-----------------------------------|
| SIGNATURE <i>[Handwritten Signature]</i> | TELEPHONE 412-472-5218 | DATE 3/3/08 |
| TITLE Account Manager | FEIN 11-1998661 | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: Avis

Signed: _____

Signed: [Signature]

Title: _____

Title: Account Manager

Date: _____

Date: 3/3/08

Avis Budget Group Purchasing Power

Spend in West Virginia

2007

Payroll \$ 922,566.79

Taxes \$ 172,451.92

Rent & Percentage Rents \$ 527,423.66

MVA/Lic. Fees \$ 102,193.00

Repairs/Parts/Tows \$ 218,602.38

Other Spending \$ 23,189.02

Commissions (Agency&Tvl Agcy) \$ 130,259.67

Workers Comp \$ 19,112.00

Total Spending \$2,115,798.44

Total Employees

(Avis & Budget combined)

50

Total Avis Budget Purchasing Power \$4,375,000,000.00





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|------------------------------|---------------|---------------------------|-----|---------------|
| DATE PRINTED 02/26/2008 | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
| BID OPENING DATE: 03/05/2008 | | BID OPENING TIME: 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| *****ADDENDUM NO. 1***** | | | | | | |
| 1. QUESTIONS AND ANSWERS | | | | | | |
| (Q) ON AVERAGE, HOW LONG (HOW MANY DAYS) DOES AN EMPLOYEE RENT A VEHICLE FOR? | | | | | | |
| (A) 2.3 DAYS PER RENTAL | | | | | | |
| (Q) ON AVERAGE, HOW MANY MILES DOES AN EMPLOYEE DRIVE A RENTAL VEHICLE PER DAY? | | | | | | |
| (A) ROUGHLY 139 MILES PER RENTAL DAY. | | | | | | |
| (Q) ON THE PRICING SHEET PORTION OF THE RFQ, WHAT DO THE NUMBERS REPRESENT UNDER EACH CAR CLASS? DO THEY INDICATE NUMBER OF RENTALS OR DO THEY INDICATE NUMBER OF RENTAL DAYS? | | | | | | |
| (A) NUMBER OF RENTALS. | | | | | | |
| (Q) DOES THE \$540,000 TOTAL EXPENDITURE ESTIMATION INCLUDE ANY TAXES? | | | | | | |
| (A) NO. | | | | | | |
| (Q) IS THE STATE CONSIDERING ANY TYPE OF SECONDARY CAR RENTAL SUPPLIER IN CASE THE PRIMARY SUPPLIER IS SOLD OUT? | | | | | | |
| (A) NO | | | | | | |
| 2. EXHIBIT 10 ADDENDUM ACKNOWLEDGEMENT | | | | | | |
| I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. | | | | | | |
| ADDENDUM NO.'S: | | | | | | |

RECEIVED
 2008 MAR -7 P 1:04
 PURCHASING DIVISION
 STATE OF WV

| | | | |
|-----------------------|-----------------|-----------------------------------|-------------|
| SIGNATURE | | TELEPHONE 412-472-5218 | DATE 3/6/08 |
| TITLE Account Manager | FEIN 11-1998661 | ADDRESS CHANGES TO BE NOTED ABOVE | |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 CRENAL08

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TO ANN ADKINS
 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

ADKINS

Avis
 Pittsburgh Int'l Airport
 PO Box 12325
 Pittsburgh, PA 15231

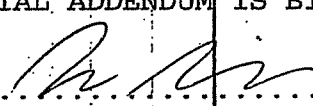
SHIPTO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|------------------------------|---------------|---------------------------|-----|---------------|
| 02/26/2008 | | | | |
| BID OPENING DATE: 03/05/2008 | | BID OPENING TIME: 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|-------|----------|-----|--------|-------------|------------|--------|
| NO. 1 | ✓ | | | | | |
| NO. 2 | ✓ | | | | | |
| NO. 3 | | | | | | |
| NO. 4 | | | | | | |
| NO. 5 | | | | | | |

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION ON BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.


 SIGNATURE
 Avis
 COMPANY
 3/6/08
 DATE

REV. 11/96

| | | |
|---|------------------------|-----------------------------------|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | |
| SIGNATURE  | TELEPHONE 412-472-5218 | DATE 3/6/08 |
| TITLE Account Manager | FEN 11-1998661 | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



AVIS WORLDWIDE RATE AGREEMENT

Avis Rent A Car System, LLC, 6 Sylvan Way, Parsippany, New Jersey 07054, its affiliates and participating locations, ("Avis") and The State of West Virginia, including its designated divisions and subsidiaries (the "Company") agree as follows:

- 1) **TERM OF AGREEMENT** - The effective date of this Agreement is _____ and will continue in effect for a period of one year. Either party may terminate this Agreement, for any reason, upon ninety (90) days prior written notice. The rates and conditions in this Agreement are subject to change by Avis if the Agreement has not been signed and returned by the Company within 30 days of March 5, 2008.
- 2) **APPLICABILITY** - The rates and discounts in this Agreement (hereinafter "Agreement") apply to the Company's employees for business and personal travel, and for designated contractors of the Company, renting for Company business purposes and for whom the Company reimburses business travel, utilizing the Company's AWD (AVIS WORLDWIDE DISCOUNT) number and renting cars at all participating Avis locations worldwide.
- 3) **RATES** - The rates and discounts afforded under this Agreement are set forth in **Schedule A** annexed hereto.
- 4) **INTERNATIONAL RATES** - The rates for international rentals are set forth in **Schedule C** annexed hereto.
- 5) **REVENUE PROJECTION** - In consideration of the rates, benefits and discounts offered in this Agreement, the Company designates Avis as the primary supplier of rental cars for the Company and shall display only Avis on Company's internal booking tools. Avis shall be used by Company for all car rental services wherever Avis car rental service is available. Company projects an annual car rental expenditure of \$350,000 with Avis.
- 6) **PROGRAM ANNOUNCEMENT** - The Company will announce this rate program to its employees and periodically remind them of this Agreement. The Company understands that its assistance is required in order to implement this program and agrees that Avis may contact the Company's booking tool administrator, divisions, subsidiaries and branch offices to assist in the implementation of this program.
- 7) **DRIVER QUALIFICATIONS** - All renters are subject to Avis' standard driver qualification procedures. At the time of reservation, the Renter will provide the AWD number. At the time of rental, the Renter will present a method of payment, acceptable to Avis and a valid driver's license.
- 8) **RATE GUARANTEE** - The duration of the Rates applicable to this Agreement is set forth in **Schedule D** annexed hereto.
- 9) **ASSIGNABILITY** - The Company may not assign or otherwise transfer its rights under this Agreement without the prior written consent of Avis. Any attempted assignment by Company, without Avis' consent shall be void.
- 10) **GOVERNING LAW** - This Agreement shall be governed by the laws of the State of New Jersey and shall be subject to the jurisdiction and venue of the courts in the State of New Jersey.
- 11) **ENTIRE AGREEMENT AND MODIFICATION** - This Agreement, along with the Avis standard rental agreement that is in effect at the time and place of each rental constitutes the entire agreement between Avis and Company with respect to its subject matter. If there is a conflict between a specific provision of this Agreement and a specific provision of the Avis standard rental agreement that is in effect at the time and place of each rental, this Agreement's provisions will control.



This Agreement supersedes any and all oral and/or prior written agreements between the parties with respect to its subject matter. This agreement may not be modified in any way except by a writing duly executed by the authorized representative of the parties.

COMPANY

ADDRESS

CITY, STATE, ZIP

SIGNATURE

NAME

TITLE

DATE

AVIS RENT A CAR SYSTEM, LLC
COMPANY

6 Sylvan Way
ADDRESS

Parsippany, New Jersey 07054
CITY, STATE, ZIP

SIGNATURE

Robert C Lambert
NAME

Senior Vice President Corporate Sales
TITLE

DATE



**SCHEDULE A
CORPORATE RATES**

UNITED STATES

The following rates and discounts are applicable at participating locations in the United States and Puerto Rico. Unless otherwise specified, these rates do not include taxes, Loss Damage Waiver ("LDW"), Personal Accident Insurance ("PAI"), Personal Effects Protection ("PEP"), Additional Liability Insurance ("ALI"), fuel service charges, airport-related fees, one way service or return location charges, no show fee for specialty vehicles, GPS devices, or any other optional or extra service fees not specifically included in the rates set forth below. No discount will apply to any such charges. Benefits offered herein, may not be available when utilizing promotional Internet rates.

CORPORATE RATES – UNLIMITED MILEAGE

1. Avis hereby offers to the Company the following Corporate Rates to apply to rentals of vehicles returned to the same city where rented, except as indicated below in item number 4. These Corporate Rates include unlimited mileage and are not discountable:

| <u>Car Group</u> | <u>Daily Rates</u> | <u>Florida</u> | <u>New York Metro Area</u> | <u>Newark Airport</u> | <u>Manhattan , LGA, JFK</u> |
|----------------------|--------------------|----------------|------------------------------------|---------------------------|-------------------------------------|
| B-Compact | \$37.00 | \$36.00 | \$64.00 | \$64.00 | \$64.00 |
| C-Intermediate | \$39.00 | \$38.00 | \$66.00 | \$66.00 | \$66.00 |
| D-Full Size, 2 dr | \$40.00 | \$39.00 | \$67.00 | \$67.00 | \$67.00 |
| E-Full Size, 4 dr | \$42.00 | \$41.00 | \$69.00 | \$69.00 | \$69.00 |
| G-Premium Size, 4 dr | \$59.00 | \$58.00 | \$86.00 | \$86.00 | \$86.00 |
| H-Luxury | \$69.00 * | \$68.00 * | \$96.00 * | \$96.00 * | \$96.00 * |
| V-Mini Van | \$55.00 * | \$54.00 * | \$82.00 * | \$82.00 * | \$82.00 * |
| W-Sport Utility | \$59.00 | \$58.00 | \$86.00 | \$86.00 | \$86.00 |

* Rates include 125 miles per day at no additional charge, and an additional charge of \$0.40 per extra mile driven over 125 miles.

The following Corporate Rates to apply to rentals of vehicles rented in the State of West Virginia.

| <u>State of West Virginia</u> | <u>Daily Rates</u> |
|-----------------------------------|--------------------|
| B-Compact | \$34.00 |
| C-Intermediate | \$36.00 |
| D-Full Size, 2 dr | \$37.00 |
| E-Full Size, 4 dr | \$39.00 |
| G-Premium Size, 4 dr | \$56.00 |
| H-Luxury | \$66.00 * |
| V-Mini Van | \$52.00 * |
| W-Sport Utility | \$56.00 |
| Pick Up Truck | \$50.00 |
| 12 Passenger Van | \$109.00 |



2. There will be a \$3.00 rate differential charged for all one-day rentals at the Corporate Rate commencing on a Tuesday or a Wednesday from all locations in the United States and Puerto Rico.

3. With the exception of Pittsburgh, PA, Charleston, Morgantown and Huntington, WV, on those rentals of vehicles not returned to the same city where rented, the following intercity rates are available:

| <u>Car Group</u> | <u>Daily Rates</u> |
|------------------|--------------------|
| B-Compact | \$ 86.00 |
| C-Intermediate | \$ 86.00 |
| D-Full Size 2dr | \$ 86.00 |
| E-Full Size 4dr | \$ 86.00 |

4. For rentals originating and terminating in Pittsburgh, PA, Charleston, Morgantown and Huntington WV, the applicable daily rate will apply with no additional one way fee. Rental ordination and termination must be determined in advance of the drop in order for no additional fee to apply.

The following additional charges will apply to rentals on Corporate Rates from all locations listed below.

| <u>Additional Daily Charge</u> | <u>Location</u> |
|--------------------------------|---|
| \$ 3.00 | Memphis, Providence, Richmond |
| \$ 5.00 | Baton Rouge, Boise, Charlotte, Cincinnati, Cleveland, Columbus, Illinois (exc. Chicago), Kansas City, Milwaukee, Minneapolis, New Orleans, NY State (exc. NY Pool), Phoenix, Seattle, Shreveport, St. Louis |
| \$ 8.00 | Atlanta, Col Springs, Denver, Hartford, Los Angeles, Oakland, Puerto Rico, San Francisco, San Jose, Texas |
| \$12.00 | Boston, Casper, WY, Detroit, Philadelphia, Washington DC Area (WABO) |
| \$18.00 | Chicago |

5. Corporate Rates are not available at LaGuardia, JFK, Newark Airport and Manhattan locations during weekends and specified holiday periods. Corporate Rates may not be available at some locations during peak demand or special event periods.

6. For weekly rentals, the Corporate Rates will be computed at 5 times the daily rate. For monthly rentals, the Corporate Rates will be computed at 20 times the daily rate.

7. SuperValue Daily Rates - At those locations that do not offer Corporate Rates, and for car groups other than those eligible for Corporate Rates, SuperValue Daily Rates apply. On such rentals, a 5% discount will apply for all car groups except car groups H, V, and W, on which a 10% discount will apply.



**SCHEDULE C
INTERNATIONAL RATES**

1.) CANADA

CANADA CORPORATE RATES

1. Avis hereby offers to the Company the following Corporate Rates to apply to all rentals of vehicles in Canada at participating locations returned to the same city where rented. These rates do not include taxes, LDW, PAI, refueling service charges, airport-related fees, drop charges, similar optional service fees, or any other extra service fees not specifically included in the rates. No discount shall apply to such charges. These Corporate Rates include unlimited mileage and are not discountable.

Intercity rentals and all other car classes receive Normal Time and Kilometer Rates less a 10% discount.

| <u>Car Class</u> | <u>Daily Rate</u> | <u>Toronto</u> |
|--------------------|-------------------|----------------|
| B-Compact | \$48.00 CAD | \$53.00 CAD |
| C-Intermediate | \$49.00 CAD | \$54.00 CAD |
| D-Full Size, 2 dr. | \$50.00 CAD | \$55.00 CAD |
| E-Full Size, 4 dr. | \$51.00 CAD | \$56.00 CAD |

2. There will be a \$5.00 rate differential charged for all one-day rentals at the Corporate Rate from all locations in Canada.

3. The following additional charges will apply to rentals on Corporate Rates from the airport locations in the below listed markets:

| <u>Additional Daily Charge</u> | <u>Location</u> |
|--------------------------------|----------------------------|
| \$5.00 | Montreal, Toronto, Calgary |

CANADA SUPERVALUE DISCOUNT

1.) For rentals in Canada, a 5% discount applies to SuperValue Rates.

OTHER COUNTRIES

1.) The following discounts apply to Normal Time and Mileage Rates:

| | |
|------------|--|
| <u>20%</u> | Europe |
| <u>10%</u> | Africa and Mid East |
| <u>15%</u> | Asia |
| <u>15%</u> | Pacific (including Australia and New Zealand) |
| <u>10%</u> | Latin America, Mexico, and the Caribbean (excluding Puerto Rico) |



**SCHEDULE D
CORPORATE RATE GUARANTEE**

12 MONTH GUARANTEE

The Corporate Rates offered herein will be guaranteed at Avis participating locations in the United States, and Puerto Rico, for a period of 12 months from the effective date of this Agreement. Avis may modify these rates, discounts and other benefits after this period upon prior written notice to Company.

However, if the Company's car rental expenditure with Avis is less than \$87,500 during any calendar quarter during the term of this Agreement, then Avis may increase the rates and/or reduce the discounts and/or benefits offered hereby, or otherwise modify this Agreement, upon prior written notice to the Company.

During the term of this Agreement, if Avis' fleet costs in any model year increase by 10% or more over the prior model year, then Avis may modify the rates, discounts and benefits offered herein upon 30 days prior written notice to the Company.



AVIS WORLDWIDE RATE AGREEMENT

Avis Rent A Car System, LLC, 6 Sylvan Way, Parsippany, New Jersey 07054, its affiliates and participating locations, ("Avis") and The State of West Virginia, including its designated divisions and subsidiaries (the "Company") agree as follows:

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- 3) **RATES** - The rates and discounts afforded under this Agreement are set forth in **Schedule A** annexed hereto.
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- 8) **RATE GUARANTEE** - The duration of the Rates applicable to this Agreement is set forth in **Schedule D** annexed hereto.
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- 10) **GOVERNING LAW** - This Agreement shall be governed by the laws of the State of New Jersey and shall be subject to the jurisdiction and venue of the courts in the State of New Jersey.
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COMPANY

ADDRESS

CITY, STATE, ZIP

SIGNATURE

NAME

TITLE

DATE

AVIS RENT A CAR SYSTEM, LLC
COMPANY

6 Sylvan Way
ADDRESS

Parsippany, New Jersey 07054
CITY, STATE, ZIP

SIGNATURE

Robert C Lambert
NAME

Senior Vice President Corporate Sales
TITLE

DATE



**SCHEDULE A
CORPORATE RATES**

UNITED STATES

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| \$ 8.00 | Atlanta, Col Springs, Denver, Hartford, Los Angeles, Oakland, Puerto Rico, San Francisco, San Jose, Texas |
| \$12.00 | Boston, Casper, WY, Detroit, Philadelphia, Washington DC Area (WABO) |
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**SCHEDULE C
INTERNATIONAL RATES**

1.) CANADA

CANADA CORPORATE RATES

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Intercity rentals and all other car classes receive Normal Time and Kilometer Rates less a 10% discount.

| <u>Car Class</u> | <u>Daily Rate</u> | <u>Toronto</u> |
|--------------------|-------------------|----------------|
| B-Compact | \$48.00 CAD | \$53.00 CAD |
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| <u>Additional Daily Charge</u> | <u>Location</u> |
|--------------------------------|----------------------------|
| \$5.00 | Montreal, Toronto, Calgary |

CANADA SUPERVALUE DISCOUNT

1.) For rentals in Canada, a 5% discount applies to SuperValue Rates.

OTHER COUNTRIES

1.) **The following discounts apply to Normal Time and Mileage Rates:**

| | |
|------------|--|
| <u>20%</u> | Europe |
| <u>10%</u> | Africa and Mid East |
| <u>15%</u> | Asia |
| <u>15%</u> | Pacific (including Australia and New Zealand) |
| <u>10%</u> | Latin America, Mexico, and the Caribbean (excluding Puerto Rico) |



**SCHEDULE D
CORPORATE RATE GUARANTEE**

12 MONTH GUARANTEE

The Corporate Rates offered herein will be guaranteed at Avis participating locations in the United States, and Puerto Rico, for a period of 12 months from the effective date of this Agreement. Avis may modify these rates, discounts and other benefits after this period upon prior written notice to Company.

However, if the Company's car rental expenditure with Avis is less than \$87,500 during any calendar quarter during the term of this Agreement, then Avis may increase the rates and/or reduce the discounts and/or benefits offered hereby, or otherwise modify this Agreement, upon prior written notice to the Company.

During the term of this Agreement, if Avis' fleet costs in any model year increase by 10% or more over the prior model year, then Avis may modify the rates, discounts and benefits offered herein upon 30 days prior written notice to the Company.