

**ENTERPRISE RENT-A-CAR'S**

**BID RESPONSE TO**

**RFQ # CRENTAL08**

**RFQ #:** CRENTAL08  
**BUYER:** FILE 42 - Jo Ann Adkins  
**BID OPENING DATE:** March 5, 2008  
**BID OPENING TIME:** 01:30 PM

**FINAL BID COST** **\$191,026.30**

**RECEIVED**

2008 MAR -5 A 9:16

PURCHASING DIVISION  
STATE OF WV

**Chad DiCocco**  
**Corporate Sales Manager**  
**Enterprise Rent-A-Car**  
**304-415-0774 Phone**  
**304-204-6879 Fax**

**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.

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**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

**ENTERPRISE RENT-A-CAR  
NATIONAL ACCOUNT AGREEMENT**

Enterprise Rent-A-Car ("Enterprise"), 4970H Teays Valley Road Scott Depot, WV. 25560 and the State of West Virginia agree to the following:

**APPLICABILITY:**

This Agreement applies to all employees of West Virginia State Agencies and Political Subdivisions renting vehicles at all Enterprise locations throughout the United States.

**BIDDER REQUIREMENTS:**

1. Reservations  
Reservations can be made by calling any Enterprise location directly, calling 1-800 rent-a-car (National Reservation System), or on-line at <http://www.enterprise.com>. There is no fee for using this reservation system.
2. Location Participation  
Enterprise is 100% company owned (no franchises) and all locations are required to honor the rates contained in this Agreement. Enterprise has over 7,000 U.S. locations, including 47 West Virginia locations. In addition, Enterprise is located in-terminal at over 200 of the largest U.S. airports.
3. Vehicle Availability  
If a reserved vehicle is unavailable at the scheduled time of pick-up, Enterprise will honor the reserved rate and provide a vehicle of a higher car class that will suit the renter's needs.
4. Optional Damage Waiver  
Enterprise offers a Damage Waiver that will relieve renters & authorized drivers any responsibility for damage to a rental vehicle (subject to terms and conditions of rental agreement). The cost of Damage Waiver is \$15.99/day. Enterprise recognizes that a State of West Virginia employee shall not be charged Damage Waiver when using the State's PCARD.
5. Under Age and Additional Drivers  
Enterprise will waive all additional driver surcharges and underage surcharges. State employees must be at least 21 years of age to rent a vehicle.
6. Rental Calculations / Overtime Charges  
For the purpose of this contract, all days will be calculated on a 24-hour basis, starting at the time of vehicle delivery or pick-up. A 1-hour grace period will be given with additional hours calculated at ¼ of the daily rate, never to exceed the cost of one rental day.
7. Signed WV-96 Form  
A signed WV-96 form is included in this packet.

8. Copy of Enterprise Car Rental Agreement

A copy of Enterprise's car rental agreement is included in this packet.

9. Rates

For the purpose of this Agreement, Enterprise is submitting 2 separate Rate Tiers. The first Rate Tier is for all rentals originating in West Virginia. The second Rate Tier is for all rentals originating outside of West Virginia. Rates are guaranteed for the life of this Agreement. There are no blackout dates, midweek surcharges, one-day surcharges or rate increases for special events. Furthermore, Enterprise is privately held which requires all 7,500 locations to participate in this agreement.

**RATES IN WEST VIRGINIA**

<b>Compact-Echo, Neon, or similar</b>	<b>\$30.99/day</b>	<b>\$170.00/week</b>	<b>\$525.00/month</b>
<b>Intermediate-Cobalt, Corolla, or similar</b>	<b>\$33.99/day</b>	<b>\$175.00/week</b>	<b>\$530.00/month</b>
<b>Standard Size- Malibu, G6 or similar</b>	<b>\$36.99/day</b>	<b>\$185.00/week</b>	<b>\$590.00/month</b>
<b>Fullsize- (2 or 4 door) Taurus, , Monte Carlo, Grand Prix, or similar</b>	<b>\$38.99/day</b>	<b>\$200.00/week</b>	<b>\$635.00/month</b>
<b>Small SUV- Liberty, Escape or similar</b>	<b>\$50.99/day</b>	<b>\$255.00/week</b>	<b>\$785.00/month</b>
<b>Medium SUV- Trailblazer, Explorer, or similar</b>	<b>\$53.99/day</b>	<b>\$260.00/week</b>	<b>\$795.00/month</b>
<b>Large SUV-Suburban, Expedition, Tahoe, or similar</b>	<b>\$69.99/day</b>	<b>\$325.00/week</b>	<b>\$1200.00/month</b>
<b>Large Truck- Silverado, F-150, Ram, or similar</b>	<b>\$49.99/day</b>	<b>\$250.00/week</b>	<b>\$775.00/month</b>
<b>Minivan – Caravan, Windstar or similar</b>	<b>\$53.99/day</b>	<b>\$325.00/week</b>	<b>\$750.00/month</b>
<b>Cargo Van-Chevy and Ford Models</b>	<b>\$53.99/day</b>	<b>\$260.00/week</b>	<b>\$790.00/month</b>
<b>15-Passenger Van- Chevy and Ford models</b>	<b>\$85.99/day</b>	<b>\$400.00/week</b>	<b>\$1000.00/month</b>

- All rates include unlimited mileage.
- Rates are available at all Enterprise locations within West Virginia.
- One-way rentals are available between all WV locations and the Pittsburgh International Airport with out a drop charge.

**RATES OUTSIDE WEST VIRGINIA**

<b>Compact-</b> Echo, Neon, or similar	<b>\$37.99/day</b>	<b>\$179.99/week</b>	<b>\$719.99/month</b>
<b>Intermediate-</b> Cobalt, Corolla, or similar	<b>\$39.99/day</b>	<b>\$189.99/week</b>	<b>\$759.99/month</b>
<b>Midsize-</b> Malibu, G6 or similar	<b>\$39.99/day</b>	<b>\$189.99/week</b>	<b>\$759.99/month</b>
<b>Fullsize-</b> (2 or 4 door) Taurus, Monte Carlo, Grand Prix, or similar	<b>\$43.99/day</b>	<b>\$209.99/week</b>	<b>\$879.99/month</b>
<b>Small SUV-</b> Liberty, escape or similar	<b>\$50.99/day</b>	<b>\$255.99/week</b>	<b>\$949.99/month</b>
<b>Medium SUV-</b> Trailblazer, Explorer, or similar	<b>\$53.99/day</b>	<b>\$259.99/week</b>	<b>\$999.99/month</b>
<b>Large SUV-</b> Suburban, Expedition, Tahoe, or similar	<b>\$69.99/day</b>	<b>\$325.99/week</b>	<b>\$1299.99/month</b>
<b>Large Truck-</b> Silverado, F-150, Ram, or similar	<b>\$49.99/day</b>	<b>\$239.99/week</b>	<b>\$899.99/month</b>
<b>Minivan-</b> Caravan, Windstar or similar	<b>\$53.99/day</b>	<b>\$259.99/week</b>	<b>\$999.99/month</b>
<b>Cargo Van-</b> Chevy and Ford Models	<b>\$49.99/day</b>	<b>\$239.99/week</b>	<b>\$899.99/month</b>
<b>15-Passenger Van-</b> Chevy and Ford models	<b>\$85.99/day</b>	<b>\$399.99/week</b>	<b>\$1499.99/month</b>

- Rates are available at all U.S. locations outside West Virginia.
- All rates include unlimited mileage.
- One-way rentals are available with a drop charge of \$1.00/mile.
- The only Surcharge applicable for this agreement is in New York. The New York surcharges are as follows: (New York surcharges are not cumulative)

\$3.00/day      State of New York  
 \$14.00/day    Brooklyn, Queens, Stanton Island, or Bronx.  
 \$18.00/day    Manhattan

**ADDITIONAL BID SPECIFICATIONS:**


1. Grace Period  
A 1-hour grace period will be given with additional hours calculated at  $\frac{1}{4}$  of the daily rate, never to exceed the cost of one rental day.
2. Central Billing Account  
Enterprise already has a central billing account set up for the Travel Management office.
3. One-Way Rentals Permitted  
No drop-off charges will apply among *all* cities in West Virginia and Pittsburgh, PA. Drop-off charges for all other locations will be charged at \$1.00/mile.
4. Additional Bid Specifications  
Enterprise agrees to all vehicle, service and insurance specifications required by the State of West Virginia in this RFQ.

RFQ #: CRENAL08

VENDOR NAME: Enterprise Rent-A-Car

VENDOR ADDRESS: 4970H Teays Valley Road  
Scott Depot, WV. 25560

CONTACT PERSON: Chad M. DiCocco

AUTH. REPRESENTATIVE: 

AUTH. REPRESENTATIVE: Chad M. DiCocco

PHONE: 304-204-6890 x 146

FAX: 304-204-6879

EMAIL: [chad.m.dicocco@erac.com](mailto:chad.m.dicocco@erac.com)

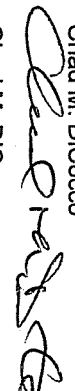
DATE: March 5, 2008

**WEST VIRGINIA RENTALS**

CAR CLASS	MODELS	RATE PER DAY	RATE PER WEEK	RATE PER MONTH	ONE WAY RENTAL RATE	UNLIMITED MILEAGE	AVAILABLE AT ALL DOMESTIC LOCATIONS	AVAILABLE AT AIRPORT LOCATIONS
COMPACT	Neon, Aveo, Echo	\$30.99	\$170.00	\$525.00	FREE	YES	WV ONLY	WV ONLY
INTERMEDIATE	Cobalt, Corolla	\$33.99	\$175.00	\$530.00	FREE	YES	WV ONLY	WV ONLY
STANDARD SIZE	G6, Malibu, Stratus	\$36.99	\$185.00	\$590.00	FREE	YES	WV ONLY	WV ONLY
FULLSIZE	Impala, Camry	\$38.99	\$200.00	\$635.00	FREE	YES	WV ONLY	WV ONLY
SMALL SUV	Liberty, Equinox	\$50.99	\$255.00	\$785.00	FREE	YES	WV ONLY	WV ONLY
MEDIUM SUV	Trailblazer, Explorer	\$53.99	\$260.00	\$795.00	FREE	YES	WV ONLY	WV ONLY
LARGE SUV	Suburban, Tahoe	\$69.99	\$325.00	\$1,200.00	FREE	YES	WV ONLY	WV ONLY
PICK-UP TRUCK	Silverado, F-150	\$49.99	\$250.00	\$775.00	FREE	YES	WV ONLY	WV ONLY
MINI VAN	Caravan, Windstar	\$53.99	\$260.00	\$795.00	FREE	YES	WV ONLY	WV ONLY
15 PASSENGER VAN	Ford & Chevy Models	\$85.99	\$400.00	\$1,000.00	FREE	YES	WV ONLY	WV ONLY

**OUTSIDE WEST VIRGINIA RENTALS**

COMPACT	Neon, Aveo, Echo	\$37.99	\$179.99	\$719.99	\$1/Mile	YES	YES	YES
INTERMEDIATE	Cobalt, Corolla	\$39.99	\$189.99	\$759.99	\$1/Mile	YES	YES	YES
STANDARD SIZE	G6, Malibu, Stratus	\$39.99	\$189.99	\$759.99	\$1/Mile	YES	YES	YES
FULLSIZE	Impala, Camry	\$43.99	\$209.99	\$879.99	\$1/Mile	YES	YES	YES
SMALL SUV	Liberty, Equinox	\$50.99	\$255.00	\$785.00	\$1/Mile	YES	YES	YES
MEDIUM SUV	Trailblazer, Explorer	\$53.99	\$260.00	\$795.00	\$1/Mile	YES	YES	YES
LARGE SUV	Suburban, Tahoe	\$69.99	\$325.00	\$1,200.00	\$1/Mile	YES	YES	YES
PICK-UP TRUCK	Silverado, F-150	\$49.99	\$250.00	\$775.00	\$1/Mile	YES	YES	YES
MINI VAN	Caravan, Windstar	\$53.99	\$260.00	\$795.00	\$1/Mile	YES	YES	YES
15 PASSENGER VAN	Ford & Chevy Models	\$85.99	\$400.00	\$1,000.00	\$1/Mile	YES	YES	YES

VENDOR NAME: Enterprise Rent-A-Car Company  
 CONTACT PERSON: Chad M. DiCocco  
 AUTHORIZED REP:   
 AUTHORIZED REP: Chad M. DiCocco

PHONE: 304-204-6890 x 146  
 FAX: 304-204-6879  
 EMAIL: [chad.m.dicocco@erac.com](mailto:chad.m.dicocco@erac.com)  
 DATE: March 5th, 2008

Rental Vehicle Locations	Estimated Usage	Compact Car	Estimated Usage	Intermediate	Estimated Usage	Standard 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	Total A-1
	A		B		C		D		E		F		G		H		I		TOAL A-1
Charleston, WV	43	\$1,332.57	234	\$7,953.66	589	\$21,787.11	737	\$28,735.63	265	\$13,512.35	136	\$7,342.64	64	\$4,479.36	105	\$5,248.95	424	\$22,891.76	\$113,284.03
Morgantown, WV	4	\$123.96	29	\$985.71	219	\$8,100.81	151	\$5,887.49	21	\$1,070.79	77	\$4,157.23	106	\$7,418.94	5	\$249.95	109	\$5,884.91	\$33,879.79
Pittsburgh, PA	8	\$303.92	78	\$3,119.22	97	\$3,879.03	61	\$2,683.39	20	\$1,019.80	5	\$269.95	0	\$0.00	1	\$49.99	4	\$215.96	\$11,541.26
Portland, OR	1	\$37.99	10	\$399.90	198	\$7,918.02	22	\$967.78	18	\$917.82	6	\$323.94	0	\$0.00	4	\$199.96	0	\$0.00	\$10,765.41
Huntington, WV	3	\$92.97	20	\$679.80	48	\$1,775.52	83	\$3,236.17	16	\$815.84	12	\$647.88	4	\$279.96	1	\$49.99	18	\$971.82	\$8,549.95
LAX Airport	1	\$37.99	35	\$1,399.65	50	\$1,999.50	13	\$571.87	1	\$50.99	2	\$107.98	0	\$0.00	8	\$399.92	13	\$701.87	\$5,269.77
Orlando, FL	1	\$37.99	68	\$2,719.32	29	\$1,159.71	7	\$307.93	1	\$50.99	4	\$215.96	17	\$1,189.83	0	\$0.00	7	\$377.93	\$6,059.66
Dallas, TX	1	\$37.99	6	\$239.94	28	\$1,119.72	22	\$967.78	4	\$203.96	13	\$701.87	6	\$419.94	7	\$349.93	11	\$593.89	\$4,635.02
Tampa, FL	1	\$37.99	23	\$919.77	23	\$919.77	12	\$527.88	1	\$50.99	1	\$53.99	0	\$0.00	0	\$0.00	12	\$647.88	\$3,158.27
Miami, FL	1	\$37.99	11	\$439.89	9	\$359.91	6	\$263.94	14	\$713.86	16	\$863.84	2	\$139.98	0	\$0.00	0	\$0.00	\$2,819.41
Philadelphia, PA	1	\$37.99	4	\$159.96	9	\$359.91	6	\$263.94	2	\$101.98	1	\$53.99	2	\$139.98	0	\$0.00	0	\$0.00	\$1,117.75

TOTAL COST \$ \_\_\_\_\_ \$201,080.32  
 5% PREFERENCE \$ \_\_\_\_\_ - \$ 10,054.02  
**FINAL BID COST \$ \_\_\_\_\_ \$191,026.30**

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



## STATE OF WEST VIRGINIA 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).

**West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**A. Application is made for 2.5% preference for the reason checked:**

- 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  
 Bidder is a partnership, association or corporation resident vendor and 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 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  
 Bidder is a 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:**

- 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;  
or  
 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 Bidder's 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.

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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Tax & Revenue to disclose to the Director of Purchasing appropriate information verifying that 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.

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.

Bidder: ENTERPRISE RENT-A-CAR

Signed: 

Date: MARCH 5<sup>th</sup>, 2008

Title: CORPORATE SALES MANAGER

\*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 of 5% preference for both "A" and "B".

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 exceed 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](http://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: ENTERPRISE RENT-A-CAR

Authorized Signature:  Date: MARCH 5<sup>th</sup>, 2008

**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**

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Company Name: Enterprise Rent-A-Car Company

Signed: [Signature]

Title: Secretary

Date: 2.26.08



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

\*129103428      304-722-5600  
 ENTERPRISE RENT A CAR  
 4970 TEAYS VALLEY RD STE H  
 SCOTT DEPOT WV 25560-8818

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	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	TELEPHONE	DATE
TITLE	FEIN	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

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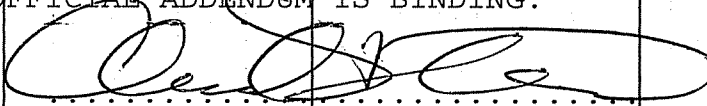
VENDOR

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 VARIOUS LOCALES AS INDICATED  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1	.....	.....	.....	.....	.....	.....
NO. 2	.....	.....	.....	.....	.....	.....
NO. 3	.....	.....	.....	.....	.....	.....
NO. 4	.....	.....	.....	.....	.....	.....
NO. 5	.....	.....	.....	.....	.....	.....
<p>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.</p>						
				 SIGNATURE		
				ENTERPRISE RENT-A-CAR COMPANY		
				3/5/2008 DATE		
REV. 11/96						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

OWNER OF VEHICLE:  
RANCH ADDRESS:

	DATE IN DATE OUT	RENTAL TYPE	SOURCE #	I.D. #	<b>RENTAL AGREEMENT NO. D</b>	
PART CHARGES IF DIFFERENT		ADDRESS				HOME PHONE
ORIGINAL VEHICLE		CITY		STATE	ZIP	OFFICE PHONE
COLOR	LICENSE NO.	DOB	EMPLOYER			
MODEL	ECAR#	DRIVERS LICENSE NO.		STATE	EXPIRES	
MILE-AGE	IN OUT	BILL TO	COMPANY			
DRIVEN		ATTN:	PHONE	EXT.		
CONDITION AND FUEL X LEVEL AGREED TO		RENTER				
		REFERENCE NUMBER:				
		ADDITIONAL AUTHORIZED DRIVER(S) - EXCEPT AS REQUIRED BY LAW, NONE PERMITTED WITHOUT OWNER'S WRITTEN APPROVAL. I REQUEST OWNER'S PERMISSION TO ALLOW _____ AGE      DRIVERS LICENSE NO.      STATE      EXP.				
NO GASOLINE REFUNDS E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F N E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F		WHO IS UNDER MY CONTROL AND DIRECTION TO DRIVE VEHICLE FOR ME AND ON MY BEHALF, I AM RESPONSIBLE FOR THEIR ACTS WHILE THEY ARE DRIVING, AND FOR FULFILLING TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT (AGREEMENT). USE OF VEHICLE BY AN UNAUTHORIZED DRIVER WILL AFFECT MY LIABILITY AND RIGHTS UNDER THIS AGREEMENT. RENTER: X				
NO GASOLINE REFUNDS E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F N E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F		PERMISSION GRANTED TO OPERATE VEHICLE ONLY IN THE STATE OF RENTAL AND THE FOLLOWING STATE(S):  OPERATION IN ANY OTHER STATE OR COUNTRY WILL AFFECT YOUR LIABILITY AND RIGHTS UNDER THIS AGREEMENT.				
<b>OPTIONAL PRODUCTS NOTICE:</b> WE OFFER FOR AN ADDITIONAL CHARGE THE FOLLOWING OPTIONAL PRODUCTS: DAMAGE WAIVER; PERSONAL ACCIDENT INSURANCE; BODILY SUPPLEMENTAL LIABILITY PROTECTION. BEFORE DECIDING WHETHER TO PURCHASE ANY OF THESE PRODUCTS, YOU MAY WISH TO DETERMINE WHETHER YOUR PERSONAL INSURANCE OR CREDIT CARD PROVIDES YOU COVERAGE DURING THE RENTAL PERIOD. THE PURCHASE OF ANY OF THESE PRODUCTS IS NOT REQUIRED TO RENT VEHICLE		RENTER DECLINES OPTIONAL DAMAGE WAIVER (DW) AND ASSUMES DAMAGE RESPONSIBILITY. SEE PAGE 2, PARAGRAPH 6. RENTER: X Declines DW		RENTER ACCEPTS OPTIONAL DAMAGE WAIVER (DW) AT FEE SHOWN IN COLUMN TO THE RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 16. DW IS NOT INSURANCE. RENTER: X Accepts DW		
		RENTER DECLINES OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI). RENTER: X Declines PAI		RENTER ACCEPTS OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 18. RENTER: X Accepts PAI		
		RENTER DECLINES OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP). SEE PAGE 2, PARAGRAPH 7. RENTER: X Declines SLP		RENTER ACCEPTS OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP) AT FEE SHOWN IN COLUMN TO RIGHT. SEE NOTICE BELOW AND PAGE 3, PARAGRAPH 17. RENTER: X Accepts SLP		
		<b>ACKNOWLEDGMENT OF THE ENTIRE AGREEMENT, WHICH CONSISTS OF PAGES 1 THROUGH 4.</b> I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON PAGES 1 THROUGH 4 OF THIS AGREEMENT AND BY MY SIGNATURE BELOW I AM THE "RENTER" UNDER THIS AGREEMENT. BY SIGNING BELOW, I AM AUTHORIZING OWNER TO PROCESS CHARGES ON MY CREDIT CARD(S) AND/OR DEBIT CARD(S) FOR ADVANCE DEPOSITS, INCREMENTAL AUTHORIZATIONS/DEPOSITS, AND CHARGES INCURRED, AS WELL AS PAYMENTS REFUSED BY A THIRD PARTY TO WHOM BILLING WAS DIRECTED. I CERTIFY THAT THE DRIVERS LICENSE(S) PRESENTED IS CURRENTLY VALID AND IS NOT SUSPENDED, EXPIRED, REVOKED, CANCELLED OR SURRENDERED.				
REPLACEMENT VEHICLE		RENTER: X			DATE	
		OWNER REP X		EMPL. #		
COLOR	LICENSE NO.	I WILL RETURN CAR BY:		DEPOSIT(S):		
MODEL	ECAR#	DATE	TIME	AMOUNT	PAID BY	
MILE-AGE	IN OUT					
DRIVEN		ADDITIONAL INFORMATION				
CONDITION AND FUEL X LEVEL AGREED TO		RENTER				
		TOTAL CHARGES				
		DEPOSITS				
NO GASOLINE REFUNDS E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F N E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F		REFUNDS				
		<b>AMOUNT DUE</b>				
		CLOSED BY				
		PAID BY	CASH	CHECK	CHARGE	
		RECEIPT OF CASH REFUND	DATE	AMOUNT	RECEIVED BY	