



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

Purchase Order

PURCHASE ORDER NO. CRENTAL08

PAGE 1

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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER 2

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

PURCHASER

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

SHIP TO

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
09/16/2008		NET 30		311330118			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
			CHANGE ORDER # 2				
			TO ADD THE ATTACHED LANGUAGE THAT OUTLINES THE BILLING OPTIONS AND TERMS.				
			EFFECTIVE: SEPTEMBER 10, 2008				
			*****NO ADDITIONAL CHANGES*****				
				PURCHASING DIVISION CERTIFIED ENCUMBERED			
				SEP 30 2008			
				<i>Beverly Toler</i>			
				PREVIOUS PO TOTAL==> OPEN END			
				PO NET CHANGE (+)==>			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *9/16/08*

Dawn Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



4970H Teays Valley Road
Scott Depot, WV 25560
304-720-6899
enterprise.com

September 10th, 2008

Joann Adkins
Purchasing Department
State of West Virginia
Charleston, WV. 25305

Re: Change Order Request

Dear Joann:

I am writing to request the State of WV insert the following language as a change order to CRENAL08. This language further outlines the billing options and terms Enterprise Rent-A-Car is offering the State of WV under CRENAL08.

"Credit Card Billing. Customer hereby authorizes Enterprise to process any charge incurred by Customer in connection with the State Contract CRENAL08 ("Charge") against the credit card listed herein, the card number and relevant card information of which is attached hereto and incorporated herein as Schedule 1 ("Travel Card") or as may be modified from time to time as further described herein. Charges are associated with Customer's rentals of vehicles reserved by using the customer number assigned by Enterprise to Customer as set forth in the Agreement. It is Customer's obligation to safeguard the customer number assigned to it in order to avoid Charges by individuals not authorized by Customer to charge the Travel Card.

The foregoing billing arrangement is revocable by Enterprise upon advanced notice (if reasonably possible) to Customer in the event that (i) Enterprise does not possess authority to process payments through the Travel Card or its issuer, as presented by Customer; (ii) Customer's chargeback amounts in a quarter equal or exceed three percent (3%) of Customers total authorized amounts placed on the Travel Card by Enterprise for such time period; or (iii) Customer and/or its Employees have utilized the Travel Card in any manner deemed to be fraudulent or prohibited the by card issuer.

The payment of a Charge by use of a credit card is governed by the terms of Customer's agreement with the card issuer, however Customer agrees to notify Enterprise and work with Enterprise to resolve any and all disputes regarding any Charge rather than utilize its chargeback rights through its card issuer with respect to all Charges. During the Term of the Agreement, Customer shall promptly provide Enterprise with another credit card number if the Travel Card is lost, stolen or invalidated."

Please respond in writing of your acceptance of this language and the completion of the change order request.

Sincerely,

Chad DiCocco
Director of Business Rental Sales
West Virginia Group
Enterprise Rent-A-Car
304-720-6890 x 146



Fueled By Passion

Purchase Order



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 Department of Administration
 Purchasing Division
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LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			CRENAL08	
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001	975-14			AUTOMOBILE RENTALS			
		SIGNATURE _____		DATE _____			

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE