



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  
 PBKCR10A

PAGE  
 1

BLANKET RELEASE  
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CHANGE ORDER  
 3

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.

INVOICE TO

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

## AGENCY COPY

VENDOR

\*608082100      856-985-7510  
 HERTZ CORPORATION  
 225 BRAE BLVD  
  
 PARK RIDGE NJ    07656

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND			
09/20/2013		NET 30		131938568					
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER			
BEST WAY		DESTINATION		PREPAID		MUL-MUL			
LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT			
	DELIVERY DATE	CAT.NO.	ITEM NUMBER						
			CHANGE ORDER #03						
			TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS. CHANGE ORDER ISSUED TO PROVIDE THE CURRENT PRICING PAGE FROM WSCA AMENDMENT NO. 7 DATED 10/19/2009 AND PROVIDE A REVISED ORDERING PROCEDURE.  EFFECTIVE DATE OF RENEWAL: 10/19/2013 THROUGH 10/18/2014  RENEWALS REMAINING: 8  REVISED ORDERING PROCEDURE:  ONCE THE FOLLOWING CRITERIA FOR CAR RENTAL HAS BEEN MET SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR THE SERVICE COVERED BY THIS CONTRACT. THE ORIGINAL WV-39 SHALL BE SUBMITTED TO THE VENDOR AS AUTHORIZATION FOR CAR RENTAL PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>						

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED

SEP 24 2013

*Beverly Toler*

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

*Dalh...*

BUYER *[Signature]*

OPEN END  
 TOTAL

304-558-8802

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]*  
 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and 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. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **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 agency 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



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INVOICE

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 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

PURCHASER

\*608082100      856-985-7510  
 HERTZ CORPORATION  
 225 BRAE BLVD  
  
 PARK RIDGE NJ 07656

SHIP TO

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BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT NO.	ITEM NUMBER		
	A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.  THE FOLLOWING CRITERIA SHALL BE MET PRIOR TO CAR RENTAL:  1. SPENDING UNITS SHALL REVIEW THE MOST CURRENT PRICING FOR ALL CAR RENTALS LISTED IN THE STATEWIDE CONTRACT AND DETERMINE IF THE CAR RENTAL COMPANY HAS A LOCATION AVAILABLE IN THE AREA THEY PLAN TO RENT OR TRAVEL TO FOR RENTAL.  2. IF IT IS DETERMINED A LOCATION IS AVAILABLE WHERE THEY WILL INITIATE THE CAR RENTAL, THEN THE CLASS OF CAR, I.E. COMPACT, MID SIZE, FULL SIZE, ETC. SHALL BE DETERMINED AND THE LOWEST RATE BETWEEN THE CAR RENTAL COMPANIES FOR A DAILY, WEEKLY OR EXTENDED PERIOD SHALL BE USED.  ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.  NO OTHER CHANGES.				

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

PA 9949 Hertz

## Exhibit E Pricing Sheet Revised by Amendment No. 7

## WSCA Pricing

Rates are on 24 hour clock. Contractor may charge hourly overtime at one third of the daily rental rate up to a maximum of the daily rental rate.

Vehicle Type	Hourly *	Daily	Weekly	30 days	Long Term Rentals Daily Charge		
					31-90 days	91-160 days	161 + days
<b>Sedans</b>							
Compact		\$27.81	\$152.96	\$596.52	\$19.87	\$18.87	\$17.88
Standard / Intermediate		\$31.93	\$175.62	\$684.90	\$22.80	\$21.67	\$20.53
Full Size		\$33.99	\$186.95	\$729.09	\$24.28	\$23.06	\$21.85
<b>Passenger Vans</b>							
Mini-Van		\$55.62	\$311.85	\$1,193.05	\$42.61	\$41.24	\$39.07
12 Passenger Van		\$76.22	\$419.21	\$1,634.92	\$58.39	\$55.22	\$52.31
<b>SUV's</b>							
Sm. SUV (5 Passenger)		\$60.77	\$334.24	\$1,303.52	\$43.46	\$41.24	\$39.07
Lg. SUV (7-8 Passenger)		\$81.37	\$447.54	\$1,745.39	\$58.18	\$55.22	\$52.31
<b>Specialty</b>							
Luxury/Premium		\$81.37	\$447.54	\$1,745.39	\$58.18	\$55.22	\$52.31
Jeep		\$81.37	\$447.54	\$1,745.39	\$58.18	\$55.22	\$52.31
Convertible		\$81.37	\$447.54	\$1,745.39	\$58.18	\$55.22	\$52.31
<b>Green Vehicles</b>							
Hy-Brid (Prius)		\$40.17	\$220.94	\$861.65	\$28.73	\$27.28	\$25.85
Hy-Brid (Camry)		\$42.23	\$232.27	\$923.43	\$30.20	\$28.69	\$27.17
Alternative Fuel		\$50.47	\$277.59	\$1,082.58	\$36.09	\$34.28	\$32.48
<b>Pick-Ups / Cargo</b>							
Small Pick-Up		\$81.37	\$447.54	\$1,746.42	\$58.18	\$55.22	\$52.31
Large Pick-Up		\$101.97	\$560.84	\$2,187.26	\$72.83	\$69.20	\$65.55
Cargo Van		N/A	N/A	N/A	N/A	N/A	N/A

\* Hourly rates not available without enrollment in Connect by Hertz. See below for more information on Connect by Hertz.

International Locations	Discount	The price for international rentals does not include Sections 1.9 and 1.9.1 third party liability and loss damage waiver protection
Canada	5%	
Western Europe and Israel	10%	
Africa and Middle East	10%	
Latin America and Caribbean	10%	
Japan	15%	
Eastern Europe and Iceland	5%	
Asia and Pacific	10%	



**Other Charges****Prices subject to change**

Tire Chains	N/A
Smoking damage/cleaning	\$150.00
GPS Rental	\$12.99/day, \$90.93/week, \$181.86/month
Towing Packages	\$ Not Available
Sirius Satellite Radio	\$5.00 per day

**One Way Differential Fee** \$ 125.00 per rental for all 1 way rentals over 500 miles.

**Daily Loss of Use Fee** \$50.00  
(extraordinary charge – see Section 1.9)

**City or State surcharge or differential rates:**  
See Section 1.16.3

	<b>City</b>	<b>Daily Differential or Surcharge Rate</b>
<b>CA</b>	Burbank AP	\$3.00
	John Wayne AP	\$3.00
	Oakland AP	\$3.00
	San Jose AP	\$3.00
	San Luis Obispo	\$13.00
<b>DC</b>	Washington	\$8.00
<b>ID</b>	Idaho Falls	\$6.00
	Boise	\$6.00
	Hailey	\$10.00
	Lewiston	\$20.00
	Pocatello	\$6.00
	Sun Valley	\$6.00
<b>IL</b>	Chicago	\$8.00
<b>MA</b>	Boston	\$8.00
<b>MD</b>	Baltimore	\$8.00
<b>MI</b>	Detroit	\$8.00
<b>MT</b>	Missoula	\$6.00
	Butte	\$10.00
<b>NJ</b>	Newark	\$19.00
<b>NY</b>	JFK, LGA, Manhattan	\$29.00

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OR	Bend	\$10.00		
	Klamath Falls	\$10.00		
	Medford	\$10.00		
	Pendleton	\$10.00		
	Redmond	\$10.00		
	Salem Airport Only	\$10.00	Minivans, SUV's and Hybrids only	
	Sun River	\$10.00		
	Philadelphia	\$8.00		
	PA WA	Pasco	\$10.00	
		Pullman	\$6.00	
Spokane		\$6.00		
Walla Walla		\$10.00		
	Wenatchee	\$10.00		
	Yakima	\$10.00		

Connect by Hertz rates

These are standard Connect by Hertz rates. The rates shown below and the hourly rates will be negotiated prior to execution and entering the Connect by Hertz Program.

Product/Service	Connect No Monthly Minimum	Connect 50 \$50/month	Connect 125 \$125/month
Discount	None	10%	15%
GPS	Free	Free	Free
Electronic Tolls	Cost of toll	Cost of toll	Cost of toll
iPod Adaptor	Free	Free	Free
Annual Membership	\$50	Free	Free
Application Fee	\$25	\$25	\$25
Damage Waiver	Included	Included	Included
Deductable	\$250	\$250	\$250
Liability Protection at state mandated minimum levels	Included	Included	Included
Free miles after (\$0.45/mile)	180/day	180/day	180/day
Fuel	Free	Free	Free
In-House Member Care Center	Included	Included	Included
24-hr Roadside Assistance	Included	Included	Included
In-Car Communication	Included	Included	Included
Remote Unlock	Included	Included	Included