



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.  
**CRENTAL04**

PAGE  
**1**

BLANKET RELEASE  
**00**

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

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

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

## AGENCY COPY

VENDOR

\*129103428                      304-722-5600  
 ENTERPRISE RENT A CAR  
 PO BOX 680  
 ELKVIEW WV                      25071

SHIP TO

ALL STATE AGENCIES  
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 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/16/2004		NET 30		311330118			
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				
0001	03/05/2004	JB	975-14		0.00000		
AUTOMOBILE RENTALS  BLANKET PURCHASE ORDER  VENDOR TO PROVIDE RENTAL VEHICLES FOR USE BY STATE OF WEST VIRGINIA EMPLOYEES ON OFFICIAL BUSINESS TRAVEL PER THE ATTACHED SPECIFICATION.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON APRIL 1, 2004 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 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							
WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED  APR 28 2004  <i>Beverly Toler</i>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> MS 03/17						OPEN END	
						TOTAL	

APPROVED FOR  
 ONE FISCAL YEAR  
*Samuel Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

EVAN WILLIAMS  
 BY *Janet S. ...* 3/17/04  
 PURCHASING DIVISION AUTHORIZED SIGNATURE  
 304-558-2316



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	<p>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</p>				
					TOTAL

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

EVAN WILLIAMS

304-558-2316

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

**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 or 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 is automatically null and void, and is terminated without further order.



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	<p>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 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>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>						

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

TOTAL

EVAN WILLIAMS

304-558-2316

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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RECEIPT TICKET FOR PURCHASE ORDER: CRENTAL04							
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 <input type="checkbox"/>						TOTAL	

EVAN WILLIAMS

304-558-2316

BY \_\_\_\_\_  
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## **CRENTAL04**

### **VEHICLE SPECIFICATIONS**

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

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 should 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.

Vendor must provide pick-up and delivery service within the State of West Virginia Capitol Complex at no additional charge.

The vendor must provide the management 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.

## **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 calculation for monthly rate.

Vendor must accept such form of payment as tendered by the employee whether it be personal credit card, State Travel Card, personal check or cash.

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.

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





5002 Elk River Road South  
Elkview, WV 25071  
304-720-6899

## ENTERPRISE NATIONAL ACCOUNT AGREEMENT

Enterprise Rent-A-Car, 5002 Elk River Road South, Elkview, WV, 25071 ("Enterprise") and State of West Virginia agree as follows:

### 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.

### LOCATIONS

Enterprise has over 5000 US locations, including 40 West Virginia locations to service your needs. In addition, Enterprise is located in terminal in over 150 of the largest US airports. Enterprise has locations to service every airport located within the State of West Virginia.

### REQUIREMENTS

#### 1. Reservations

Reservations can be made by calling any Enterprise location, 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. Rental Reporting

Enterprise will provide the State of West Virginia and Travel Management Office with all applicable management reports, upon request. Enterprise can tailor make reporting for the State, outlining car rental expenditures, reservations, usage, etc.

#### 3. Rate Guarantee / Vehicle Availability

Enterprise is 100% company owned (no franchises) and all locations will honor the rates contained in this Agreement. 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 renters needs.

#### 4. Optional Damage Waiver

Enterprise offers a Damage Waiver that will relieve renters and authorized drivers responsibility for damage to a rental vehicle (subject to terms and conditions of rental agreement). The cost of Damage Waiver is \$13.99/day.

5. Age Restricted Drivers

Enterprise will accommodate renters over 21 years old with no additional surcharges.

6. Rental Calculations / Overtime Charges

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  $\frac{1}{4}$  of the daily rate, never to exceed the cost of one rental day.

RATES

The following discounted rates are guaranteed at all U.S. Enterprise locations (excluding New York, see below) including, Charleston, WV, Morgantown, WV, Pittsburgh, PA, Orlando, FL, Tampa, FL, Baltimore/Washington. Rates are guaranteed for the life of this Agreement. There are no blackout dates, rate increases for special events, or day of week. **No minimum expenditure is necessary from the State of West Virginia in order to maintain the following discounted rates:**

<b>Compact-Echo, Neon, or similar</b>	<b>\$37.99/day</b>	<b>\$179.99/week</b>	<b>\$719.99/month</b>
<b>Intermediate-Cavalier, Corolla, Focus, or similar</b>	<b>\$39.99/day</b>	<b>\$189.99/week</b>	<b>\$759.99/month</b>
<b>Fullsize- (2 or 4 door) Taurus, Century, Monte Carlo, Grand Prix, or similar</b>	<b>\$43.99/day</b>	<b>\$209.99/week</b>	<b>\$879.80/month</b>
<b>SUV-Trailblazer, Explorer, or similar</b>	<b>\$53.99/day</b>	<b>\$259.99/week</b>	<b>\$999.99/month</b>
<b>Large SUV-Suburban, Expedition, Tahoe, or similar</b>	<b>\$69.99/day</b>	<b>\$325.99/week</b>	<b>\$1299.99/month</b>
<b>Pick-up Truck-Silverado, F-150, Ram, or similar</b>	<b>\$49.99/day</b>	<b>\$239.99/week</b>	<b>\$899.99/month</b>
<b>Cargo Van-Chevy and Ford Models</b>	<b>\$49.99/day</b>	<b>\$239.99/week</b>	<b>\$899.99/month</b>
<b>15-Passenger Van-Chevy and Ford models</b>	<b>\$85.99/day</b>	<b>\$399.99/week</b>	<b>\$1499.99/month</b>

- All rates include unlimited mileage.
- Rates are available at all domestic locations (available in all 50 states), except for the following New York surcharges:
  - \$3.00/day State of New York
  - \$14.00/day Brooklyn, Queens, Stanton Island, or Bronx.
  - \$18.00/day Manhattan
  - \*New York surcharges are not cumulative
- Rates are available at all Enterprise Airport locations.

OTHER TERMS

One-Way Rentals

No drop-off charges will apply among *all* cities in West Virginia and Pittsburgh, PA.

Variety of Vehicles

Enterprise offers the widest variety of rental vehicles, including pick-up trucks, mini vans, 15 passenger vans, and cargo vans.

Leisure Use

The discounted rates listed in this Agreement apply to personal and business rentals for all West Virginia State Employees.

Other Bid Specifications

Enterprise will meet or exceed all other bid specifications listed in the bid packet, including specifications for vehicles, service, insurance, rates, and all other requirements.

**AGREEMENT ADDENDUM**

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

1. **ARBITRATION** - Any references to arbitration contained in the agreement 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 or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. 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.
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. **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: Purchasing Division

Signed: Karen Byrd

Title: ACA Director

Date: 3/15/04

**VENDOR**

Company Name: Enterprise Rent-A-Car

Signed: Will H. Chy.

Title: Vice President/General Manager

Date: March 9, 2004