



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.
 CRENAL04

PAGE
 1

BLANKET RELEASE
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CHANGE ORDER
 5

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.

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

VENDOR
 *129103428 304-722-5600
 ENTERPRISE RENT A CAR
 PO BOX 680
 ELKVIEW WV 25071-0680

SHIPP TO

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
05/25/2007		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				
CHANGE ORDER #05							
TO REDUCE DAILY RENTAL RATE ON COMPACT, INTERMEDIATE/ MIDSIZE AND FULLSIZE CAR CLASSES.							
CAR CLASS				NEW DAILY RATE STRUCTURE			
COMPACT CARS (NEON, AVEO)				\$30.99/DAY			
INTERMEDIATE/MIDSIZE CARS (COBALT, MALIBU)				\$36.99/DAY			
FULLSIZE CARS (TAURUS, CAMRY, IMPALA)				\$38.99/DAY			
PLEASE NOTE THAT THE ABOVE PRICES DO NOT INCLUDE ANY APPLICABLE FEES, INSURANCE COVERAGE OR TAXES.							
ALL OTHER CLASS SIZE VEHICLE RATES AND PROVISIONS OF THE CURRENT CONTRACT WILL REMAIN THE SAME.							
*****NO ADDITIONAL CHANGES*****							
				PREVIOUS PO TOTAL==>		OPEN END	
				PO NET CHANGE (+)==>			

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 JUN 1 2007
Beverly Toler

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

George Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

OPEN END
 TOTAL
 SHELLY MURRAY 304-558-8801
 BY *Lauren Beyer Glasco*
 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 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.
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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

May 23, 2007

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

Re: State of WV/Enterprise Contract's Daily Rate Change

Dear Joann:

I am writing to inform the State of WV that Enterprise Rent-A-Car®, per our discussion, has made a daily rate change/reduction on compact, intermediate/midsize and fullsize car classes for all rentals within West Virginia. All other class size vehicle rates will remain the same. The new rates are as follows:

<u>Car Class</u>	<u>New Daily Rate Structure</u>
Compact Cars (Neon, Aveo)	\$30.99/day
Intermediate/Midsize Cars (Cobalt, Malibu)	\$36.99/day
Fullsize Cars (Taurus, Camry, Impala)	\$38.99/day

Please note that the above prices do not include any applicable fees, insurance coverage or taxes. Enterprise Rent-A-Car® asserts that all other pricing and provisions of our current contract with the State of West Virginia will remain the same.

Sincerely,



Chad DiCocco
Group Corporate Sales Manager
West Virginia Group
Enterprise Rent-A-Car
304-720-6890 x 146



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	DELIVERY DATE	CAT NO.	ITEM NUMBER					
			RECEIPT TICKET FOR PURCHASE ORDER			CRENAL04		
0001		975-14	AUTOMOBILE RENTALS					
			SIGNATURE _____				DATE _____	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL	

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE