

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

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.

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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*129103428 304-722-5600 ENTERPRISE RENT A CAR 4970 TEAYS VALLEY RD STE H

SCOTT DEPOT WV 25560-8818

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304-558-9802

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

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.
- **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 may be deemed null and void, and terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia 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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PURCHASE ORDER NO CRENTAL08 **PAGE**2

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SPECIFICATIONS

The State of West Virginia Travel Management Section is seeking to establish a pricing agreement with a car rental supplier for rental car services within the United States. Presently, a credit card is used for the purpose of paying for all travel expenditures. The state will continue to use a travel agency and credit card.

The rates will be for daily, weekly, and monthly day rental of passenger vehicles by employees and designees of the State of West Virginia and its political subdivisions traveling on official State of West Virginia business.

The State agencies and political subdivisions spent approximately \$540,000 for car rental in 2007. This information is for informational purposes only and is not to be construed as a guarantee of any future contract usage.

Evaluation will be the lowest cost, most complete bid based on the attached CRENTAL08 Evaluation Page.

VEHICLE SPECIFICATIONS

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

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 must 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.

The Vendor must provide the Travel Management Office 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.

Accommodate renter over 21 years of age with no additional charge.

Vendor shall provide emergency roadside assistance, 24 hours per day, 365 days per year, for any location within the United States. A toll free assistance line will be provided with each rental agreement and each renter will be notified of the number.

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 calculations for monthly rate.

Vendor must accept such form of payment as tendered by the employee whether it be personal credit card, State Travel Card and State P-Card.

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, unless using State P-Card.

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

Vendor must provide your "One Way Rental Policy" preferable with the bid when using the State P-Card or the State Travel Card.

BIDDER REQUIREMENTS

Vendor is to provide the following bid information and assurances with the bid quotation. Failure to provide this information may result in bid disqualification:

- 1) A description of the reservation system features and capabilities and other reports available to the Travel Management Office.
- 2) Vendor must guarantee that the individual franchises/local outlets will comply with the terms of the State of West Virginia car rental agreement.
- 3) Vendor must describe the action to be taken if a reserved vehicle is unavailable at the schedule time of pick-up.
- 4) Vendor must provide the cost and terms and conditions of collision and damage waiver for renters who may not have a Travel Card or are using personal credit card.
- 5) Vendor must list additional charges for age-restricted drivers.
- 6) Vendor must provide the formula or method of determining overtime charges.
- 7) Vendor is to provide a car rental agreement that is applicable to the car rental services being provided.
- 8) Vendor is to provide the maximum daily weekday rental charges for the following vehicle classifications for State Government employees:

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					ONE WAY	***************************************	AVAILABLE AT AVAILABLE AT	AVAILABLE AT
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CAR CLASS	MODELS	DAY	WEEK	MONTH	RATE	MILEAGE	LOCATIONS	LOCATIONS
COMPACT	Neon, Aveo, Echo	\$30.99	\$155.00	\$525.00	FREE	YES	WV ONLY	WV ONLY
INTERMEDIATE	Cobalt, Corolla	\$33.99	\$170.00	\$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	\$195.00	\$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	Surburban, 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	Cobalf, 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	\$949.99	\$1/Mile	YES	YES	YES
MEDIUM SUV	Trailblazer, Explorer	\$53.99	\$260.00	\$999.99	\$1/Mile	YES	YES	YES
LARGE SUV	Surburban, Tahoe	\$69.99	\$325.00	\$1,299.99	\$1/Mile	YES	YES	YES
PICK-UP TRUCK	Silverado, F-150	\$49.99	\$250.00	\$899.99	\$1/Mile	YES	YES	YES
MINI VAN	Caravan, Windstar	\$53.99	\$260.00	66.666\$	\$1/Mile	YES	YES	YES
15 PASSENGER VAN	Ford & Chevy Models	\$85.99	\$400.00	\$1,499.99	\$1/Mile	YES	YES	YES
WATER THE PARTY OF								

Enterprise Rent-A-Car Company VENDOR NAME:

Chad M. DiCocco CONTACT PERSON:

Chad M. DiCocco AUTHORIZED REP: AUTHORIZED REP:

304-204-6890 x 146 304-204-6879 FAX: EMAIL: DATE:

PHONE:

chad.m.dicocco@erac.com

March 5th, 2008

WV-96 Rev. 10/07

AGREEMENT ADDENDUM

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

- 1. <u>DISPUTES</u> 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.
- HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 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.
- PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 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. <u>RENEWAL</u> 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	VENDOR The subsidiaries of Enterprise Rent. A. Car Company Name: Company Listed on Attached Schedule A
Spending Unit:	Company Name: Company joked on Attached Schedule A
Signed:	Signed: (XV)
Title:	Title: Secretary
Date:	Date: 5.6.08

SCHEDULE A

Subsidiaries of Enterprise Rent-A-Car Company

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ENTERPRISE LEASING COMPANY OF ST. LOUIS:
  ENTERPRISE LEASING COMPANY OF GEORGIA;
 ENTERPRISE LEASING COMPANY (a Florida corporation);
 ENTERPRISE LEASING COMPANY OF KANSAS:
 ENTERPRISE LEASING COMPANY OF HOUSTON:
 ENTERPRISE LEASING COMPANY OF ORLANDO;
 ENTERPRISE LEASING COMPANY OF INDIANAPOLIS, INC.;
 ENTERPRISE LEASING COMPANY OF DFW;
 ENTERPRISE RENT-A-CAR COMPANY OF BOSTON, INC.;
 ENTERPRISE LEASING COMPANY OF DENVER:
 ENTERPRISE LEASING COMPANY OF NEW ORLEANS;
 ENTERPRISE LEASING COMPANY OF CHICAGO;
 ENTERPRISE LEASING COMPANY (a Maryland corporation);
 ENTERPRISE LEASING COMPANY OF PHILADELPHIA:
 ENTERPRISE LEASING COMPANY OF BALTIMORE:
 ENTERPRISE LEASING COMPANY (a Minnesota corporation);
 ENTERPRISE LEASING COMPANY OF DETROIT:
 ENTERPRISE LEASING COMPANY OF NORFOLK/RICHMOND;
 ENTERPRISE RENT-A-CAR COMPANY OF SAN FRANCISCO:
 ELRAC, INC.:
 SNORAC, INC.;
 ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO;
 ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES;
 ENTERPRISE RENT-A-CAR COMPANY OF HAWAII:
ENTERPRISE RENT-A-CAR COMPANY OF CINCINNATI;
 CLERAC, INC.:
ENTERPRISE RENT-A-CAR COMPANY OF PITTSBURGH;
ENTERPRISE RENT-A-CAR COMPANY, INC. (a Wisconsin corporation);
ENTERPRISE LEASING COMPANY (a Washington corporation);
ENTERPRISE RENT-A-CAR COMPANY OF OREGON;
ENTERPRISE RENT-A-CAR COMPANY OF UTAH:
CAMRAC, INC.:
ENTERPRISE RENT-A-CAR COMPANY OF RHODE ISLAND;
ENTERPRISE LEASING COMPANY OF PHOENIX;
ENTERPRISE LEASING COMPANY - SOUTHWEST;
ENTERPRISE RENT-A-CAR COMPANY OF TEXAS;
ENTERPRISE LEASING COMPANY - SOUTHEAST;
ENTERPRISE LEASING COMPANY - WEST;
ENTERPRISE LEASING COMPANY - SOUTH CENTRAL, INC.:
ENTERPRISE RENT-A-CAR COMPANY OF TENNESSEE;
PENRAC, INC.;
ENTERPRISE RENT-A-CAR COMPANY OF KENTUCKY;
MIRAC, INC.:
ENTERPRISE RENT-A-CAR COMPANY - MIDWEST:
ENTERPRISE RENT-A-CAR COMPANY OF MONTANAWYOMING;
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SCOTT DEPOT WV 25560-8818

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
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