



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.
 CRENAL08

PAGE
 1

BLANKET RELEASE
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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
 3

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
 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	
11/17/2008		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 #03				
	TO ADD THE ATTACHED LANGUAGE THAT WAS INADVERTENTLY NOT INCLUDED WITH THE ORIGINAL AWARD.						
	EFFECTIVE: APRIL 1, 2008						
	*****NO ADDITIONAL CHANGES*****						
0001		EA			.00000		
PREVIOUS PO TOTAL==>					OPEN	END	
PO NET CHANGE (+)==>							

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 NOV 19 2008
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *11/17/08*

OPEN END

TOTAL

Dennis 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."

ENTERPRISE RENT-A-CAR NATIONAL ACCOUNT AGREEMENT

Enterprise Rent-A-Car ("Enterprise"), 4970H Teays Valley Road Scott Depot, WV. 25560 and the State of West Virginia agree to the following:

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.

BIDDER REQUIREMENTS:

1. **Reservations**
Reservations can be made by calling any Enterprise location directly, 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. **Location Participation**
Enterprise is 100% company owned (no franchises) and all locations are required to honor the rates contained in this Agreement. Enterprise has over 7,000 U.S. locations, including 47 West Virginia locations. In addition, Enterprise is located in-terminal at over 200 of the largest U.S. airports.
3. **Vehicle Availability**
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 renter's needs.
4. **Optional Damage Waiver**
Enterprise offers a Damage Waiver that will relieve renters & authorized drivers any responsibility for damage to a rental vehicle (subject to terms and conditions of rental agreement). The cost of Damage Waiver is \$15.99/day. Enterprise recognizes that a State of West Virginia employee shall not be charged Damage Waiver when using the State's PCARD.
5. **Under Age and Additional Drivers**
Enterprise will waive all additional driver surcharges and underage surcharges. State employees must be at least 21 years of age to rent a vehicle.
6. **Rental Calculations / Overtime Charges**
For the purpose of this contract, 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 ¼ of the daily rate, never to exceed the cost of one rental day.
7. **Signed WV-96 Form**
A signed WV-96 form is included in this packet.

8. Copy of Enterprise Car Rental Agreement

A copy of Enterprise's car rental agreement is included in this packet.

9. Rates

For the purpose of this Agreement, Enterprise is submitting 2 separate Rate Tiers. The first Rate Tier is for all rentals originating in West Virginia. The second Rate Tier is for all rentals originating outside of West Virginia. Rates are guaranteed for the life of this Agreement. There are no blackout dates, midweek surcharges, one-day surcharges or rate increases for special events. Furthermore, Enterprise is privately held which requires all 7,500 locations to participate in this agreement.

RATES IN WEST VIRGINIA

Compact-Echo, Neon, or similar	\$30.99/day	\$155.00/week	\$525.00/month
Intermediate-Cobalt, Corolla, or similar	\$33.99/day	\$170.00/week	\$530.00/month
Standard Size- Malibu, G6 or similar	\$36.99/day	\$185.00/week	\$590.00/month
Fullsize- (2 or 4 door) Taurus, , Monte Carlo, Grand Prix, or similar	\$38.99/day	\$195.00/week	\$635.00/month
Small SUV- Liberty, Escape or similar	\$50.99/day	\$255.00/week	\$785.00/month
Medium SUV- Trailblazer, Explorer, or similar	\$53.99/day	\$260.00/week	\$795.00/month
Large SUV-Suburban, Expedition, Tahoe, or similar	\$69.99/day	\$325.00/week	\$1200.00/month
Large Truck- Silverado, F-150, Ram, or similar	\$49.99/day	\$250.00/week	\$775.00/month
Minivan – Caravan, Windstar or similar	\$53.99/day	\$260.00/week	\$795.00/month
Cargo Van-Chevy and Ford Models	\$53.99/day	\$260.00/week	\$795.00/month
15-Passenger Van- Chevy and Ford models	\$85.99/day	\$400.00/week	\$1000.00/month

- All rates include unlimited mileage.
- Rates are available at all Enterprise locations within West Virginia.
- One-way rentals are available between all WV locations and the Pittsburgh International Airport with out a drop charge.

RATES OUTSIDE WEST VIRGINIA

Compact-Echo, Neon, or similar	\$37.99/day	\$179.99/week	\$719.99/month
Intermediate-Cobalt, Corolla, or similar	\$39.99/day	\$189.99/week	\$759.99/month
Midsized- Malibu, G6 or similar	\$39.99/day	\$189.99/week	\$759.99/month
Fullsize- (2 or 4 door) Taurus, Monte Carlo, Grand Prix, or similar	\$43.99/day	\$209.99/week	\$879.99/month
Small SUV- Liberty, escape or similar	\$50.99/day	\$255.00/week	\$949.99/month
Medium SUV- Trailblazer, Explorer, or similar	\$53.99/day	\$260.00/week	\$999.99/month
Large SUV-Suburban, Expedition, Tahoe, or similar	\$69.99/day	\$325.00/week	\$1299.99/month
Large Truck- Silverado, F-150, Ram, or similar	\$49.99/day	\$250.00/week	\$899.99/month
Minivan- Caravan, Windstar or similar	\$53.99/day	\$260.00/week	\$999.99/month
Cargo Van-Chevy and Ford Models	\$53.99/day	\$260.00/week	\$999.99/month
15-Passenger Van- Chevy and Ford models	\$85.99/day	\$400.00/week	\$1499.99/month

- Rates are available at all U.S. locations outside West Virginia.
- All rates include unlimited mileage.
- One-way rentals are available with a drop charge of \$1.00/mile.
- The only Surcharge applicable for this agreement is in New York. The New York surcharges are as follows: (New York surcharges are not cumulative)

\$3.00/day	State of New York
\$14.00/day	Brooklyn, Queens, Stanton Island, or Bronx.
\$18.00/day	Manhattan

ADDITIONAL BID SPECIFICATIONS:

1. Grace Period
A 1-hour grace period will be given with additional hours calculated at ¼ of the daily rate, never to exceed the cost of one rental day.
2. Central Billing Account
Enterprise already has a central billing account set up for the Travel Management office.
3. One-Way Rentals Permitted
No drop-off charges will apply among *all* cities in West Virginia and Pittsburgh, PA. Drop-off charges for all other locations will be charged at \$1.00/mile.
4. Additional Bid Specifications
Enterprise agrees to all vehicle, service and insurance specifications required by the State of West Virginia in this RFQ.

RFQ #: CRENTAL08

VENDOR NAME: Enterprise Rent-A-Car

VENDOR ADDRESS: 4970H Teays Valley Road
Scott Depot, WV. 25560

CONTACT PERSON: Chad M. DiCocco

AUTH. REPRESENTATIVE:

AUTH. REPRESENTATIVE: Chad M. DiCocco

PHONE: 304-204-6890 x 146

FAX: 304-204-6879

EMAIL: chad.m.dicocco@erac.com

DATE: March 5, 2008



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LINE	QUANTITY	UOP	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 <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE