



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.
 PBKCR10B

PAGE
 1

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CHANGE ORDER
 2

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

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

VENDOR

*313150905 314-512-4374
 ENTERPRISE RENT A CAR COMPANY
 600 CORPORATE PARK DRIVE
 ST LOUIS MO 63105

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/21/2010		NET 30		430724835			
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 #02				
			TO PROVIDE UPDATED PRICE LIST, SEE ATTACHED.				
			EFFECTIVE DATE: JANUARY 1, 2011				
			***** NO ADDITIONAL CHANGES *****				
			PREVIOUS PO TOTAL==>		OPEN	END	
			PO NET CHANGE (+)==>				
						PURCHASING DIVISION CERTIFIED ENCUMBERED DEC 27 2010 <i>Beverly Toler</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

Dawn Workfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 304-558-8802
Kristen J. Powell 12/22/10
 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.htm 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.

PA 9950 Enterprise

Exhibit E Pricing Sheet as revised by Amendment No. 4

Pricing Effective January 1, 2011

WSCA Pricing

Vehicle Type	Hourly *	Daily	Weekly	30 days	Long Term Rentals: Daily Charge			
					31-90 days	91-160 days	161+ days	
Sedans								
Compact	\$9.11	\$30.09	\$150.43	\$601.74	\$20.06	\$19.06	\$18.45	
Standard / Intermediate	\$9.61	\$31.71	\$158.53	\$634.12	\$21.14	\$20.08	\$19.45	
Full Size	\$10.12	\$34.41	\$173.05	\$695.04	\$22.94	\$21.79	\$21.10	
Passenger Vans								
Mini-Van	\$13.16	\$49.59	\$247.94	\$991.76	\$33.06	\$31.40	\$30.41	
12 Passenger Van	\$23.28	\$95.13	\$475.64	\$1,902.56	\$63.42	\$60.24	\$58.34	
SUV's								
Sm SUV (5 Passenger)	\$13.16	\$50.60	\$253.00	\$1,012.00	\$33.73	\$32.05	\$31.04	
Lg SUV (7-8 Passenger)	N/A	\$79.95	\$399.74	\$1,598.96	\$53.30	\$50.63	\$49.03	
Specialty								
Luxury/Premium	N/A	\$55.66	\$278.30	\$1,113.20	\$37.11	\$35.25	\$34.13	
Jeep	N/A	\$65.78	\$328.90	\$1,315.60	\$43.85	\$41.66	\$40.35	
Convertible	N/A	\$65.78	\$328.90	\$1,315.60	\$43.85	\$41.66	\$40.35	
Green Vehicles								
Hybrid	\$9.61	\$45.54	\$227.70	\$910.80	\$30.36	\$28.84	\$28.00	
Alternative Fuel	\$9.61	\$45.54	\$227.70	\$910.80	\$30.36	\$28.84	\$28.00	
Pick-Ups / Cargo								
Small Pick-Up	N/A	\$45.54	\$227.70	\$910.80	\$30.36	\$28.84	\$27.93	
Large Pick-Up	N/A	\$49.59	\$247.94	\$991.76	\$33.06	\$31.40	\$30.41	
Cargo Van	N/A	\$39.47	\$197.34	\$789.36	\$26.31	\$25.00	\$24.21	

* For WeCar/Hourly rentals: Individual Membership and application fees may apply

INTERNATIONAL RENTALS See Exhibit E-2

Other Charges

Tire Chains N/A

Road Side Assistance Fee Lost Key Varies
 Lock Out \$61.00
 Fuel \$61.00
 Varies by make/models. Includes replacement keys, locks and transponder

Tires \$61.00
 Jump Start \$61.00

Smoking damage/cleaning Actual Cost (no markup)

GPS Rental \$ 11.95/day
 \$ 12.95/day in Canada

Towing Packages \$ Not Available

One Way Daily Differential Fee \$ 65.00 per day for all 1 way rentals over 500 miles.

Daily Loss of Use Fee (Total Labor Hours Divided by 4) multiplied by the daily rate on the rental agreement.
 (extraordinary charge -- see Section 1.9)

City or State surcharge or differential rates:
 See Section 1.16.3

	City	Daily Differential or Surcharge Rate
Vermont	Burlington Metro	\$7.00
Alaska	Fairbanks, AK	\$10.00
	Anchorage, AK	\$10.00
	Juneau, AK	\$10.00
California	Los Angeles Metro	\$6.00
	San Diego Metro	\$6.00
	San Francisco Metro	\$6.00
	Oakland Metro	\$6.00
	Sacramento Metro	\$6.00
	Riverside Metro	\$6.00
	San Bernardino Metro	\$6.00
Texas	Midland Metro	\$6.00
	Lubbock Metro	\$6.00
	Austin Metro	\$6.00
	College Station Metro	\$6.00
	Houston Metro	\$6.00
	Dallas/Ft Worth Metro	\$6.00
	San Antonio Metro	\$6.00
	Brownsville/Corpus Christ Met	\$6.00
New York	New York City Metro	\$23.00
	Albany Metro	\$7.00

Long Island Metro \$15.00
 Westchester Metro \$15.00
 Newark Metro \$15.00

The following National locations may have a seasonal daily surcharge from \$2.00 to up to \$6.00 per day.

State	Location Description
AL	DOTHAN ARPT
AR	Fort Smith ARPT
AR	NORTHWEST ARKANSAS REGIONAL AIRPORT
CA	EUREKA - ARCATA AIRPORT
CO	VAIL/EAGLE COUNTY/GYPSUM
CO	VAIL/EAGLE COUNTY/GYPSUM
GA	COLUMBUS METRO ARPT
GA	Macon ARPT
IA	SIOUX CITY ARPT
ID	IDAHO FALLS ARPT
ID	TWIN FALLS APT
IL	BLOOMINGTON ARPT
IL	Champaign INTOWN
IL	Champaign APRT
IL	PEORIA ARPT
IL	Rockford ARPT
IN	ANDERSON - E 53RD ST
IN	FWAC49 - WALKUP ONLY
IN	FT WAYNE INTL ARPT
IN	TERRE HAUTE - S 3RD ST
IN	Lafayette INTOWN
KS	WICHITA MID-CONTINENT ARPT
LA	ALEXANDRIA ARPT
LA	BATON ROUGE ARPT
LA	Lake Charles ARPT
LA	MONROE ARPT
LA	SHREVEPORT ARPT
MI	FLINT ARPT
MI	Muskegon ARPT
MI	Traverse City ARPT
MN	BRAINERD ARPT
MT	BILLINGS ARPT

MT	BOZEMAN ARPT
MT	KALLISPEL AIRPORT
MT	GREAT FALLS INTL ARPT
MT	HELENA REGIONAL ARPT
MT	MISSOULA
MT	MISSOULA ARPT
ND	GRAND FORKS ARPT
ND	MINOT ARPT
NE	NORTH PLATTE ARPT
PA	ALLENTOWN ARPT
PA	SCRANTON INTL ARPT
PA	Erie ARPT
PA	STATE COLLEGE - HIGH TECH ROAD
PA	STATE COLLEGE ARPT
SD	SIoux FALLS - S LOUISE AVE
SD	SIoux FALLS ARPT
SD	RAPID CITY ARPT
TX	CORPUS CHRISTI ARPT
TX	Tyler ARPT
VA	ROANOKE - COULTER DR.
VA	ROANOKE REGIONAL ARPT
VT	BURLINGTON ARPT
WI	APPLETON ARPT
WI	MOSINEE ARPT
WI	GREEN BAY ARPT
WI	LA CROSSE MUNICIPAL ARPT
WI	RHINELANDER ARPT
WV	CHARLESTON ARPT
WV	LEWISBURG
WY	JACKSON HOLE DOWNTOWN
WY	JACKSON HOLE AIRPORT

WeCar membership rates and charges.

Application Fee \$20.00
Annual Member Fee \$50.00

**AMENDMENT # 4 to
PRICE AGREEMENT# 9950**

I. This is Amendment No. 4 to Price Agreement # 9950 (as amended from time to time, the "Price Agreement") dated October 19, 2009, between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Office, hereafter called "DAS SPO" or "State" and the Subsidiaries of Enterprise Holdings, Inc. ("Contractor"), 600 Corporate Park Drive, St. Louis, Missouri 63105 d/b/a Enterprise Rent-A-Car and National Car Rental, hereafter called "Contractor". This Amendment is effective on the date it has been signed and approved in accordance with applicable law.

II. The Purpose of this Amendment is to increase the base rates for Services 1.2%. The Price Agreement is hereby amended as follows: Exhibits E (1/1/2011) and E-1 (1/1/2011) are added to the Price Agreement. The revised base rates are effective for Services purchased on or after January 1, 2011.

III. Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of execution of the Price Agreement.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certification, "Oregon tax laws" means the tax laws names is ORS 305.380 (4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax., 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri- Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor data is true and accurate.

CONTRACTOR: Subsidiaries of Enterprise Holdings, Inc.

By: _____

Name: Title: Date *Mark I. Litow, Secretary or Assistant Secretary, 12/15/10*

DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE PROCUREMENT OFFICE:

Approved By: _____

Name: Title: Date _____

APPROVED AS TO APPROVED AS TO LEGAL SUFFICIENCY

Not required per OAR137-045-0050

Adkins, Jo A

From: HAY Tim * SSD SPO [tim.hay@state.or.us]
Sent: Monday, December 13, 2010 12:18 PM
To: Adrian Ruger (Utah); Brock Vest (Arkansas); Cale Turner (Missouri); DeMarco, Catherine A; Cheryl Edgington (Wisconsin); Denise Kincaid (Colorado); Jason Soza (Alaska); Jeff Holden (South Dakota); Adkins, Jo A; Kathy Adair (Alaska); Lyn Callison (Nevada); Lenora Kingston (Colorado); Loretta Head (New Hampshire); Mark Little (Idaho); Rhonda Grandy (Montana); Sarah Simpson (Washington); Steve Smith (Vermont); tim.hay@rafe.wvnet.edu; Tami Nelson (Utah)
Cc: Douglas Richins
Subject: Enterprise Price Agreement price change
Attachments: WSCA_9950_Enterprise-National_Pricing(Amd_4).xls

Follow Up Flag: Follow up
Flag Status: Flagged

Attention WSCA Vehicle rental states.

Enterprise Holdings has requested a price increase of 1.2%. Under the price agreement, they are allowed to request a rate increase that is tied to the Producers Price Index (PPI) annually. I apologize for the late notice. They were to become effective December 1, 2010 but I was able to delay the change by 30 days. The new rates become effective on January 1, 2011. Attached is a spreadsheet with the adjusted rates.

Please let me know if you have any questions or concerns.

Tim A. Hay, CPPB, CGTP, OPBC
Lead State Procurement Analyst
DAS State Procurement Office
1225 Ferry St SE U140
Salem, OR 97301-4285

Ph. 503-378-4650
Fax. 503-373-1626
tim.hay@state.or.us

DAS State Procurement Office Mission:
"Demonstrate and provide leadership through innovative, responsive, and accountable public procurement services.

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: PBKCR10B							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		975-14	AUTOMOBILE RENTALS		_____	_____	
SIGNATURE _____					DATE _____		
							TOTAL

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

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE