



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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CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
3

INVOICE TO

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

AGENCY COPY

VENDOR

*313150905 314-512-4374
 ENTERPRISE RENT A CAR CO
 600 CORPORATE PARK DR

 ST LOUIS MO 63105

SHIPTO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/17/2012		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 #03				
			TO PROVIDE UPDATED PRICE LIST, SEE ATTACHED.				
			EFFECTIVE DATE: MAY 1, 2012				
			ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.				
			BACKGROUND CHECK: IN ACCORDANCE WITH W. VA. CODE 15-2D-3, THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES MAY REQUIRE ANY SERVICE PROVIDER WHOSE EMPLOYEES ARE REGULARLY EMPLOYED ON THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR WHO HAVE ACCESS TO SENSITIVE OR CRITICAL INFORMATION TO SUBMIT TO A FINGERPRINT-BASED STATE AND FEDERAL BACKGROUND INQUIRY THROUGH THE STATE REPOSITORY.				
			AFTER THE CONTRACT FOR SUCH SERVICES HAS BEEN APPROVED, BUT BEFORE ANY SUCH EMPLOYEES ARE PERMITTED TO BE ON				
			PREVIOUS PO TOTAL==> OPEN END				
			PO NET CHANGE (+)==>				

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

JUL 19 2012

Beverly Toler

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

OPEN END

TOTAL

Dawn Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* BUYER 42 304-558-8802
 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, 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.html 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.



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

VENDOR
*313150905 314-512-4374 ENTERPRISE RENT A CAR CO 600 CORPORATE PARK DR 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	
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LINE	QUANTITY	UOP	VENDOR	ITEM NO.	UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEMNUMBER				
	THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR HAVE ACCESS TO SENSITIVE OR CRITICAL INFORMATION. THE SERVICE PROVIDER SHALL SUBMIT A LIST OF ALL PERSONS WHO WILL BE PHYSICALLY PRESENT AND WORKING AT THE CAPITOL COMPLEX TO THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES FOR PURPOSES OF VERIFYING COMPLIANCE WITH THIS PROVISION. THE STATE RESERVES THE RIGHT TO PROHIBIT A SERVICE PROVIDER'S EMPLOYEES FROM ACCESSING SENSITIVE OR CRITICAL INFORMATION OR TO BE PRESENT AT THE CAPITOL COMPLEX BASED UPON RESULTS ADDRESSED FROM A CRIMINAL BACKGROUND CHECK. NO OTHER CHANGES.						
						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

PA 9950 Enterprise

Exhibit E Pricing Sheet as revised by Amendment No. 9

Pricing Effective May 1, 2012

WSCA Pricing Enterprise Rent-A-Car and National Car Rental

Rates are on 24 hour clock. Contractor may charge hourly overtime at one third of the daily rental rate up to a maximum of the daily rental rate.

Vehicle Type	Daily	Weekly	30 days	Long Term Rentals Daily Charge		
				31-90 days	91-160 days	161+ days
Sedans						
Compact	\$30.09	\$150.45	\$601.80	\$20.06	\$19.06	\$18.45
Standard / Intermediate	\$31.92	\$159.60	\$638.40	\$21.20	\$20.80	\$20.00
Full Size	\$34.41	\$172.05	\$688.20	\$22.94	\$21.90	\$21.40
Passenger Vans						
Mini-Van	\$51.65	\$258.25	\$1,033.00	\$34.00	\$33.00	\$32.00
12 Passenger Van	\$97.00	\$485.00	\$1,940.00	\$63.42	\$60.24	\$58.34
SUV's						
Sm. SUV (5 Passenger)	\$52.65	\$263.25	\$1,053.00	\$34.00	\$33.00	\$32.00
Lg. SUV (7-8 Passenger)	\$81.36	\$406.80	\$1,627.20	\$53.30	\$50.63	\$49.03
Specialty						
Luxury/Premium	\$57.00	\$285.00	\$1,140.00	\$37.50	\$36.00	\$35.00
Jeep	\$67.00	\$335.00	\$1,340.00	\$44.00	\$42.50	\$41.00
Convertible	\$67.00	\$335.00	\$1,340.00	\$44.00	\$42.50	\$41.00
Green Vehicles						
Hybrid	\$45.54	\$227.70	\$910.80	\$30.36	\$28.84	\$27.93
Alternative Fuel	\$45.54	\$227.70	\$910.80	\$30.36	\$28.84	\$27.93
Pick-Ups / Cargo						
Small Pick-Up	\$47.00	\$235.00	\$940.00	\$31.00	\$29.50	\$28.50
Large Pick-Up	\$51.00	\$255.00	\$1,020.00	\$33.50	\$32.00	\$31.00
Cargo Van	\$41.40	\$207.00	\$828.00	\$27.00	\$25.75	\$25.00

WSCA Pricing

WeCar Rates are charged hourly and are separate and mutually exclusive of Enterprise Rent-A-Car and National Car Rental Rates

Vehicle Type	Hourly	Daily
Sedans		
Compact	\$9.29	\$92.29
Standard / Intermediate	\$9.80	\$98.00
Full Size	\$10.32	\$103.20
Passenger Vans		
Mini-Van	\$13.42	\$134.23
12 Passenger Van	\$23.75	\$237.50
SUV's		
Sm. SUV (5 Passenger)	\$13.42	\$134.20
Green Vehicles		
Hybrid	\$9.80	\$98.00
Alternative Fuel	\$9.80	\$98.00

Note - daily rates for WeCar listed include maximum daily charges for any single continuous rental and include fuel and unlimited mileage. The WSCA price agreement permits each participating State and Enterprise Holdings to customize a unique State specific program that may include: negotiated weekly and monthly rates as well as lower daily rates that exclude fuel or limit miles. Contact your State Procurement Office for information on your State's specific WeCar Program.

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

Other Charges/Fees - WeCar Only

Application Fee	\$20.00	
Annual Member Fee	\$50.00	
Car returned late without notice:	\$50.00	plus incurred hourly charges
Car returned late with notice:	\$25.00	plus incurred hourly charges
Additional Charges and Fees of up to \$100.00 to accommodate the next member needing that Vehicle (e.g. taxi fare) in the event of Member's late delivery of Vehicle.		
Dirty Car required cleaning:	\$50.00	without notice to WeCar
Dirty Car required cleaning:	\$25.00	with notice to WeCar
Lost membership card:	\$10.00	
Car left unlocked:	\$50.00	
Key fob replacement:	\$50.00	
Low Gas (returned less than 1/4 tank)	\$25.00	
Missing Gas Card	\$25.00	
Car Returned to wrong location:	\$50.00	
Service Call to vehicle required:	\$50.00	
Declined Credit Card Charges:	\$25.00	
Reservation changed or cancelled within 8 hours notice:		Reserve time less time booked by another member
Missing Parking/permit pass:	\$50.00	

INTERNATIONAL RENTALS See Exhibit E-2

Other Charges

Tire Chains	N/A		
Road Side Assistance Fee	Lost Key	Varies	Varies by make/models. Includes replacement keys, locks and transponder Maixumum Cap Charge Maixumum Cap Charge Maixumum Cap Charge Maixumum Cap Charge
	Lock Out	\$61.00	
	Fuel	\$61.00	
	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

Daily Differential

	City	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 Chrisit Metro	\$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

