

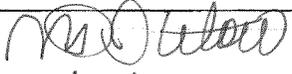
STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
PROCUREMENT SERVICES GROUP
CORNING TOWER- 37th Floor
EMPIRE STATE PLAZA
ALBANY, NEW YORK 12242

PIGGYBACK AGREEMENT

AGREEMENT NUMBER PGB-22273	TITLE: GROUP 72001 – VEHICLE RENTAL SERVICES (STATEWIDE) Classification Codes: 72, 78, 90
RETURN BY: December 28, 2010	Purchase Request No. 22273 SPECIFICATION REFERENCE: As Incorporated Herein
CONTRACT PERIOD: Upon Approval To October 18, 2012	
DESIGNATED CONTACTS: Team #14	
Mark Milstein, Travel Coordinator Telephone No. (518) 402-5005 E-mail address: mark.milstein@ogs.state.ny.us	Anne Samson, Acting Assistant Director Telephone No. (518) 474-3855 E-mail address: anne.samson@ogs.state.ny.us

This agreement must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this agreement, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, vendor affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information may be accessed at:

Procurement Lobbying: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

Legal Business Name of Company: Subsidiaries of Enterprise Holdings, Inc.		Bidder's Federal Tax Identification #: (Do Not Use SS#) 43-0724835	
D/B/A - Doing Business As (if applicable): SEE Schedule I and Listing Enterprise Rent-A-Car & National Car Rental			
Street 600 Corporate Park Drive, Clayton	City Clayton	State MO.	Zip Code 63105
SIGNATURE: 		PRINTED OR TYPED NAME: MARK I. LITOW	
DATE: 5/10/11		TITLE: Secretary or Assistant Secretary	
PHONE: (314) 512-5000		TOLL FREE PHONE: ()	
FAX: (314) 512-5823		TOLL FREE FAX: ()	
EMAIL ADDRESS: MARK.I.LITOW@ehi.com		COMPANY WEB SITE: www.enterprise.com	

SCHEDULE 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
Enterprise Rent-A-Car Company of Tennessee, LLC
PENRAC, LLC

Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC
Vanguard Car Rental USA, LLC

GENERAL INFORMATIONAPPENDIX A

Appendix A, Standard Clauses For New York State Contracts, dated November 2010, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

APPENDIX B

Appendix B, Office of General Services General Specifications, dated July 2006, incorporated by reference herein, is hereby expressly made a part of this Agreement as fully as if set forth at length herein and shall govern any situations not covered by this Agreement or Appendix A.

APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims or actions brought by Contractor against the State for monetary damages shall be brought in the New York State Court of Claims. See "Governing Law" in Appendix A, Standard Clauses for New York State Contracts.

CONFLICT OF TERMS AND CONDITIONS

Conflicts between documents shall be resolved in the following order of precedence:

- a. Appendix A
- b. This Agreement
- c. Appendix B
- d. Master Price Agreement (MPA) (see "Background and Intent")
- e. Standard Rental Form

DISPUTE RESOLUTION POLICY

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this Invitation for Bids or through the OGS website (www.ogs.state.ny.us).

PAYMENTS OF INTEREST

See "Interest on Late Payments" in Appendix B, OGS General Specifications. The Federal Prompt Payment Law (or any other law governing payment terms incorporated in the Master Price Agreement) does not apply to the New York State Contract regardless of customer.

PROCUREMENT LOBBYING TERMINATION

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

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GENERAL INFORMATION (Cont'd)NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY (hereinafter the "Questionnaire")

OGS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the "Questionnaire." The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, http://www.osc.state.ny.us/vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder, the Bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid opening date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

TAX LAW 5-A AMENDED APRIL 26, 2006 (APPENDIX 2)

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this bid. Form No. ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

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GENERAL INFORMATION (Cont'd)TAX LAW 5-A AMENDED APRIL 26, 2006 (APPENDIX 2) (Cont'd)

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at 1-800-698-2909 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.nystax.gov>.

MERCURY-ADDED CONSUMER PRODUCTS

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

a. Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 - Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at: http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

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GENERAL INFORMATION (Cont'd)BACKGROUND AND INTENT

In accordance with Article XI Section 163 of the New York State Finance Law, the Commissioner of General Services (hereinafter "OGS", "State" or "Purchaser"), may authorize purchases required by New York State agencies or other authorized purchasers by approving the use of a contract let by any department, agency or instrumentality of the United States government and/or any department, agency, office, political subdivision or instrumentality of any state or states. The OGS Procurement Services Group, on behalf of the Commissioner, finds it necessary and desirable to enter into a contract based on this Piggyback Agreement (also referred to herein as "New York State Contract" or "Agreement") with The Subsidiaries of Enterprise Holdings, Inc., 600 Corporate Park Drive, St. Louis, Missouri 63105 (d/b/a Enterprise Rent-a-Car and National Car Rental (hereinafter "Vendor" or "Contractor") for vehicle rental services under the terms and conditions established pursuant to the State of Oregon's Master Price Agreement no. (9950 Enterprise) (hereinafter "Master Price Agreement" or "MPA") by State agencies and other authorized purchasers. By completing and signing this document, Vendor indicates that it is willing and able to enter into a contract and authorizes OGS to process the contract and provide notification to all authorized purchasers. The Master Price Agreement can be viewed at:

http://www.oregon.gov/DAS/SSD/SPO/docs/travel/Travel_contract_9950.pdf

CONTRACT SCOPE

Vendor agrees to enter into a contract with the State of New York under the terms and conditions set forth in the MPA for use by New York State agencies, political subdivisions and others authorized by law. All the terms, conditions, covenants and representations contained herein and in the MPA and any amendments thereto, except as modified by this document, are hereby incorporated by reference and deemed to be a part of this contract as if fully set forth at length herein. The terms and conditions of this Agreement shall supersede any inconsistent terms and conditions set forth in the MPA and amendments.

New York State uses this "Piggyback Agreement" in lieu of the WSCA "Participating Addendum." All references in the MPA to "Participating Addendum" shall be deemed to be a reference to this New York State "Piggyback Agreement" hereinafter, "Agreement," together with appendices, or subsequent versions of this agreement that may issue in the future.

CONTRACT PERIOD AND RENEWALS

The New York State Contract period shall be for the term as indicated on page 1 of this agreement.

Upon expiration of the Master Price Agreement, Contractor may submit any subsequent replacement contracts entered into for the same or similar products with the same Issuing Entity to the Office of General Services, Procurement Services Group in order to establish a new or renewed contract. In the event Contractor's Master Price Agreement expires and no new contract is let by the original Issuing Entity, OGS reserves the right, upon written agreement with Contractor, to renew the New York State Contract under the same terms and conditions for an additional period of one year.

SHORT TERM EXTENSION

In the event a replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should a replacement contract be issued in the interim.

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GENERAL INFORMATION (Cont'd)PRICE CHANGE PROCEDURE (AFTER EXPIRATION OF MASTER PRICE AGREEMENT)

Should the Master Price Agreement expire and not be extended or renewed prior to the expiration of the New York State Contract (including any renewals processed by New York State), updated price lists may be submitted for acceptance providing the discount structure used as a basis for pricing which was in effect at the time of Master Price Agreement expiration remains unaltered. This evidence must be supplied by the Contractor along with the updated price lists.

New products will be considered for inclusion provided they are pertinent to the contract and are offered to the State at the same discount, terms and conditions as the Master Price Agreement.

The price revisions, new lists or supplements to an original list shall be submitted to the Office of General Services, Procurement Services Group, to the attention of the Travel Coordinator shown on the front of this document for approval before ordering agencies will be bound to any such revisions. Approvals of price revisions shall become effective upon the date of issuance of a written notification to New York State contract users.

CANCELLATION FOR CONVENIENCE

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

CONTRACT MIGRATION

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in this contract. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

TAX EXEMPT STATUS

For vehicle rentals within New York State the contractors may request documentation of tax exempt status in order for the renting organization to avoid paying sales tax. For tax exempt status within New York State the method of payment must bear the name of the tax-exempt organization, i.e. the New York State Corporate Citibank Visa Card (Travel Card), or New York State Corporate Citibank Travel Account (CTA) Personal checks and personal credit or debit cards will not be accepted for tax exempt status within New York State but direct billing to an approved NYS agency will be accepted for tax exempt.

If proof of tax exempt status is requested private tax exempt organizations should use form ST 119.1 Sales Tax Exempt Certificate, and government agencies should provide the contractor with an AC-946 Tax Exemption Certificate. If during the term of this contract the New York State Department of Taxation and Finance changes any of these forms or requires additional forms then the current Tax Department regulations must be followed. For rentals outside of New York State there is no blanket tax exempt certificate, and it may be necessary to pay sales tax depending on the regulations of the particular state where the rental takes place.

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GENERAL INFORMATION (Cont'd)INTERNET RESERVATION SYSTEM AND PRICE SHEETS

Upon request, Contractor shall furnish to New York State agencies and other authorized users, without charge, access to pricing. Upon request, contractor shall also assist authorized users in the use of price sheets and an online reservation system.

EMERGENCY PURCHASING

In the event that a disaster or emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of commodities or services, the Commissioner reserves the right to obtain such commodities or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim of lost profits for commodities or services procured from other sources pursuant to this paragraph.

DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

OVERLAPPING CONTRACT ITEMS

Products available in the resulting contract may also be available from other New York State contracts. Contract users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

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GENERAL INFORMATION (Cont'd)"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT

Purchases of the products included in the Agreement and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. Lower in price
-and/or-
2. Available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Guidelines section "OGS or Less Purchases" for complete procedural and reporting requirements.

<http://www.ogs.state.ny.us/procurecounc/pdfdoc/guidelines.pdf>

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GENERAL INFORMATION (Cont'd)THE MASTER PRICE AGREEMENT IS EXPRESSLY MODIFIED AS FOLLOWS:

- Subsection 8.1.1 of the MPA shall be deleted in its entirety and the following inserted in lieu thereof:
 - “8.1.1 Recovery of any and all damages suffered as a result of the Contractor’s default, including but not limited to direct, indirect, incidental and consequential damages as provided in the Price Agreement or under applicable New York State law.”
- Subsection 9.0: Reports – New York State will utilize the reports to be provided by the contractor pursuant to Section 9.0 of the MPA and Section 4 of Exhibit A thereto. However, the contractor agrees to provide additional reports if requested by OGS Procurement Services Group in a format and frequency as specified.
- Clause (i) of Subsection 10.2 of the MPA shall be deleted in its entirety and the following inserted in lieu thereof: “(i) the amount of deficiency, together with interest thereon at the maximum legal rate in the State of New York, and.”
- The provisions in subsection 17 of the MPA addressing workers’ compensation insurance are deleted and replaced with the “WORKERS’ COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS” provisions contained in this Agreement.
- Section 20.1 is deleted and shall not apply to this agreement. NYS indemnification provisions appear in Appendix B, which is part of this Agreement.
- Sections 20.2, 22.0, 22.1, 22.2 of the MPA (non-NYS specific provisions) are deleted and shall not apply to this agreement.
- Section 27.0 of the MPA is clarified insofar as New York retains the right to enforce the terms of the MPA as part of the agreement between New York and Vendor.
- Exhibit A section 1.2 is modified by adding the bolded text to the last sentence therein: “including another Participant employee **or employees** traveling with the Traveler.”
- Exhibit A, section 1.10 “Reservations” is modified by deleting the first sentence and substituting “Contractor shall accept reservations made at least 24 hours in advance on all rentals covered by this agreement, including one-way rentals.”
- Exhibit A, 1.24.2 “We’ll Pick you Up” shall be deleted in its entirety and in lieu thereof, the following shall apply to this contract: “**REMOTE VEHICLE PICK-UP/DROP-OFF:** Where available and subject to geographical limitations, contractor will provide either vehicle delivery or pick-up service to and from renter’s office or home. Vehicle delivery is not a requirement of this contract, but may be provided by the contractor at its discretion.”
- Exhibit A, Section 3.1 “Proper Use of Vehicle” is modified insofar as subsection (F) is clarified to permit roundtrip rentals, with the exception of certain car classes, from the U.S. to enter Canada, with no change in insurance coverage, roadside assistance, or any other terms of this agreement. Contractor shall provide Travel Coordinator with information pertinent to this restriction, and any updates as needed, in order that authorized users will be adequately notified.
- Exhibit A, Section 3.4 is modified by inserting the following words in the beginning of the first and second sentence “At dedicated airport locations and all National Car Rental locations.” Additionally, the following sentence is added as a second paragraph to the section: “At non-airport locations, Participant shall return the vehicle with a full tank of fuel, or partially filled if the vehicle is an AFV that uses compressed natural gas. If Participant returns a vehicle rented from a non-airport location with less than a full tank of fuel level, Contractor may invoice Participant for the missing fuel at the average retail cost of fuel as determined by averaging the New York State Energy Research and Development Authority (NYSERDA) reported New York Statewide weekly cost of motor gasoline for the preceding month.(website: http://www.nyserda.org/Energy_Information/nyepb.asp, reports weekly data accumulated by the U.S. DOE, **Energy Information Administration**) Updated fuel prices are effective on the first Monday following the last reported weekly gas price for the preceding month.

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GENERAL INFORMATION (Cont'd)

- Exhibit A, Section 6.3 "Order of Precedence" is deleted. The Conflict of Terms and Conditions as stated in this agreement shall control.
- Exhibit B, Section 2 "Methods of Payment" is clarified in that New York State Users generally pay for vehicle rentals resulting from this agreement with the New York State Corporate Citibank Visa Card (Travel Card) or New York State Corporate Citibank Travel Account (CTA). The contractor shall accept payment by credit card, including the corporate credit card (whether issued by Citibank Visa or another contractor in a future award) as well as by cash, money order, purchase order, mutually agreeable internal control document, and direct billing method that may be established between Authorized Users and Vendor.
- Exhibit C: Schedule of Insurance: Section 1, "General Requirements" shall be deleted in its entirety and the following inserted in lieu thereof:

"Within 7 business days of the effective date of this agreement, and in no event later than the commencement of services or delivery of goods under this agreement, the Contractor shall provide to The New York State Office of General Services ("OGS") written proof of insurance coverage and additional insured documentation, as specified herein. "Written proof" consists of certificates of insurance and/or endorsements to policies issued by an officer of an insurance company licensed or authorized to do business in New York, government self-retention funds or other self-insurance companies evidencing that the Contractor has the requisite insurance coverages. All non-standard exclusions or limitations applicable to the contract must be disclosed on the Certificate of Insurance, and must be approved by OGS.
- Policies providing commercial general liability and excess or umbrella liability shall be specifically endorsed to name the People of the State of New York, its officers, agents, and employees as additional insured's thereunder. Such written proof shall be in the form and substance acceptable to OGS. Acceptance and/or approval by OGS of the written proof of insurance does not, and shall not be construed, to relieve Contractor of any obligations, responsibilities or liabilities under the Contract to obtain the required coverage.
- Contractor shall secure, at its expense, and keep in force during the term of the contract, and Contractor shall require all Subcontractors prior to commencement of an agreement between Contractor and the Subcontractor, to secure and keep in force during the term of this contract the following insurance coverage:"
- Exhibit C, Section 4 "Worker's Compensation" is deleted and the following inserted in lieu thereof:

(Continued)

GENERAL INFORMATION (Cont'd)WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS:

Workers' Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts document it has appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of your bid or renewal.

1. Proof of Compliance with Workers' Compensation Coverage Requirements:

An ACORD form is NOT acceptable proof of workers' compensation coverage. In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, a contractor shall:

- A) Be legally exempt from obtaining Workers' Compensation insurance coverage; or
- B) Obtain such coverage from an insurance carrier; or
- C) Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:

- A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us); (Reference applicable IFB/RFP and Group #s on the form.)
- B) Certificate of Workers' Compensation Insurance:
 - 1) Form C-105.2 (9/07) if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the New York State Office of General Services, or
 - 2) Form U-26.3 if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Office of General Services.
- C) Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.
- D) Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the contractor's Group Self-Insurance Administrator.

2. Proof of Compliance with Disability Benefits Coverage Requirements:

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, a contractor shall:

- A) Be legally exempt from obtaining disability benefits coverage; or
- B) Obtain such coverage from an insurance carrier; or
- C) Be a Board-approved self-insured employer.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:

- A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us); (Reference applicable IFB/RFP and Group #s on the form.)
- B) Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services; or
- C) Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME: The Office of General Services, Procurement Services Group, Team 14, 38th floor, Corning Tower, Albany NY 12242 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder)

(Continued)

GENERAL INFORMATION (Cont'd)

All insurance coverage must meet the following additional requirements:

- 1) All insurance required shall be obtained at the sole cost and expense of the Contractor, and shall be primary and non-contributing to any insurance or self-retention maintained by the Authorized User.
- 2) Any deductible or self-insured retention amount, or other similar obligation, under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self retention is subject to approval by OGS.
- 3) The requisite insurance may be provided through a policy or policies of insurance, which may be primary and/or excess, including umbrella policies, but must be placed with an Insurer rated "A-" Class "VII" or better by the A.M. Best Company, Inc. If, during the term of the policy, an Insurer's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an Insurer rated at least "A-" Class "VII" by the A.M. Best Company, Inc. Any excess policy must follow the requirements set forth in the New York State Insurance Law for such coverage.
- 4) Contractors shall provide OGS dated Certificates of Insurance, and as applicable amendatory endorsements, at least thirty (30) days prior to the expiration or renewal date of a policy.
- 5) The insurance provided shall include an endorsement indicating that the policy and any endorsements may not be cancelled without thirty (30) days prior written notice to OGS. In the event that the cancellation is due to non-payment of premium, ten (10) days prior written notice shall be provided.
- 6) The insurance provided shall include a blanket or specific "Waiver of Subrogation" endorsement waiving any right to recover the insurance company may have against the State.
- 7) In the block provided in the Certificate of Insurance for insertion of "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions" the additional insured information and job specific information, such as the nature of the contract and either the solicitation number or the contract award number should be referenced.
- 8) Additional insured endorsements should specify the following:
 - The full legal name of the additional insured; i.e., the State of New York, its agencies, officers and employees;
 - The specific location or operations for which the coverage applies;
 - The time frame of when the coverage begins and ends;
 - That notice of modification or cancellation will be provided to the additional insured at a specified name and address;
 - That the insurance company waives any right of recovery it may have against the State and authorized users;
 - That the coverage required shall be primary for the State and authorized users and shall not be affected by any other insurance or coverage obtained by the State or authorized users on their own behalf;
 - That cross liability/severability of interest coverage is provided; and
 - That the legal defense provided to the State and authorized users under the policy must be free of any conflicts of interest, even if retention of separate legal counsel for the State and authorized users is necessary.
- 9) The insolvency or bankruptcy of the insured Contractor, or Subcontractor, shall not release the Insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor, or Subcontractor, from meeting the retention limits under the policy.

Failure to provide insurance coverage as required herein, and to keep the same in force during the term of the contract, is a material breach of contract entitling the State to terminate the contract in accordance with the termination provisions in the contract.

Any contractor will be solely responsible for its own liability protection. Neither the State of New York nor any Authorized user will indemnify any contractor for any liability arising out of any rental agreement that results from this contract. The provisions of Public Officers Law § 17 and the Court of Claims Act may apply in the event of a civil action or proceeding arising out of an act or omission of a State Officer or employee acting within the scope of his or her duties.

All rentals under this contract will be subject to the New York State Vehicle and Traffic Law. Therefore, it is recommended that contractors familiarize themselves with Article 6, Motor Vehicle Financial Security Act, Sections 311 & 345 and Article 11, Civil Liability Section 388. Contractors should also familiarize themselves with New York State General Business Law Article 26, Section 396-z, "Rental Vehicle Protections".

(Continued)

GENERAL INFORMATION (Cont'd)

- Exhibit E: The fee to replace a lost key, lock or transponder will vary by make or model, and Contractor agrees to charge only for the cost of such parts, without markup.

In Addition to the foregoing, the following provisions shall apply to New York State's agreement with vendor:

EARLY PICK-UP/After-hours drop-off: For rentals originating in New York, Contractor will provide early-pick-up service at no additional charge to renters on any day prior to the day of actual rental. User may pick up vehicle during the final hour of branch location standard office hours on the day prior to the rental day. The contractor will provide a means for after-hours and weekend vehicle return such as key drop boxes at no additional charge, for rentals originating anywhere in the State of New York. Renter must contact originating branch previous to after hour drop for instructions on that locations specific after hour's procedure.

PERSONAL VEHICLE PARKING: At all non-airport locations, contractor will provide a secure appropriate parking area for the personal vehicle of a minimum of one authorized user for each vehicle rented for the duration of the rental period at no additional charge when renting from non-airport locations; in lieu of personal vehicle parking the contractor shall offer remote vehicle delivery/pick-up as described above, at no cost.

ALBANY, New York-Branch Location: Contractor will provide branch location in downtown Albany, New York with close proximity to the Empire State Plaza.

ACCOUNT MANAGEMENT: Contractor will provide dedicated account manager for contract administration and resolution of rental issues. Contractor will visit user accounts twice a year and will provide reviews and cost-savings opportunities.

(Continued)

VENDOR QUESTIONS

FAILURE TO ANSWER THE FOLLOWING QUESTIONS WILL DELAY THE EVALUATION OF YOUR OFFER.

- Has Bidder completed the New York State Vendor Responsibility Questionnaire? X YES, filed online
- If Bidder completed the Questionnaire online, has Bidder certified or recertified the Vendor Responsibility Questionnaire no more than six (6) months prior to the bid opening date? X YES _____ NO

VENDOR QUESTIONS (Continued)

- Person or persons to contact for expediting New York State contract orders:

Name: ANDREA HOULE
 Title: BUSINESS RENTAL SALES EXEC
 Telephone Number: () 518-785-7771
 Toll Free Telephone Number: ()
 Fax Number: () 518-785-6301
 Toll Free Fax Number: ()
 E-Mail Address: ANDREA.R.HOULE@ehi.com

- Person or persons to contact in the event of an emergency occurring after business hours or on weekend/holidays:

State Normal Business Hours (Specify M-F, Sat, Sun):

M-F 8-6pm, Sat 8-12, Sunday closed (except at airports)
 Name: Enterprise Call Center / Roadside Assistance

Title: _____
 Telephone Number: () 1-800-736-8222
 Fax Number: ()
 Pager Number: ()
 Cellular Telephone Number: ()
 E-Mail Address: _____

(Continued)

BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Is your company a Minority or Women-Owned Business Enterprise, certified in accordance with Article 15A of the New York State Executive Law as defined below?

_____ YES X NO

2. Is your company listed in the Empire State Development Directory of Certified Minority and Women Owned Businesses?

_____ YES X NO

http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

NOTE: Contractors certified and listed in the Empire State Development's Directory of Certified Minority and Women-Owned Business Enterprises* will be identified by OGS as MBEs and/or WBEs in the OGS Contract Award Notification upon award of the contract.

- MINORITY-OWNED
- WOMEN-OWNED
- MINORITY AND WOMEN-OWNED

*For further information and or application please contact New York State Department of Economic Development, Division of Minority and Women-Owned Business Enterprise at 518-292-5250 (Albany) or 212-803-2414 (New York City).

"Minority or Women-Owned Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

- (a) at least fifty-one percent owned and controlled by the minority members and/or women;
- (b) an enterprise in which such minority and/or women ownership interest is real, substantial and continuing;
- (c) an enterprise in which such minority and/or women ownership has and exercises the authority to independently control the day-to-day business decisions; and
- (d) an enterprise independently owned, operated and authorized to do business in New York State.

3. Is your company a New York Small Business Concern as defined in accordance with Article 11 of the New York State Finance Law?

_____ YES X NO

"Small Business Concern" means a business which:

- (a) is resident in New York State;
- (b) is independently owned and operated;
- (c) is not dominant in its field; and,
- (d) employs one hundred or fewer persons.

4. Total number of people employed by your business in New York State:

2,200

(Continued)

5. PLACE OF MANUFACTURE OF PRODUCT(S) BID:
(Indicate Yes or No for either A, B or C)

- A. All NYS Manufacture
- B. All Manufactured outside NYS
- C. Manufactured In NYS and Outside NYS
If yes to C above, Location (State) where more than half the value is added to the product(s) bid:

_____	YES	<u>X</u>	NO
_____	YES	<u>X</u>	NO
<u>X</u>	YES	_____	NO

State of VARIOUS. (RENTAL CARS ARE MADE BY ALL AUTOMOBILE MANUFACTURERS PRODUCED ALL AROUND THE WORLD.

State of MISSOURI

6. BIDDER'S PRINCIPAL PLACE OF BUSINESS*:

*"Principal Place of Business" is the location of the primary control, direction and management of the enterprise.

7. "NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPLES"

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

(Answer Yes or No to one or both of the following, as applicable),

- A. have business operations in Northern Ireland:

X YES _____ NO

If yes,

- B. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such Principles.

X YES _____ NO

8. BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Pursuant to Procurement Lobbying Law (SFL §139-j)

A. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

_____ YES NO

If yes, please answer the following question:

B. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

_____ YES _____ NO

C. If yes, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

_____ YES _____ NO

If yes, please provide details regarding the finding of non-responsibility:

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:
(add additional pages if necessary)

D. Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

_____ YES NO

If yes, please provide details:

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:
(add additional pages if necessary)

Appendix 2

New York State Department of Taxation and Finance

Contractor Certification (ST-220-TD) (Updated 01/08)
Contractor Certification to Covered Agency (ST-220-CA)



New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-TD

(5/07)

For information, consult Publication 223, *Question and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name ENTERPRISE Holdings, Inc.			
Contractor's principal place of business 600 CORPORATE PARK DRIVE, Clayton		City MO.	State 63105
Contractor's mailing address (if different than above)			
Contractor's federal employer identification number (EIN) 43-6724835		Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ()
Covered agency name OGS PSG	Contract number or description PG B-22273 (Vehicle Rental)		Estimated contract value over the full term of the contract (but not including renewals) \$ N/A
Covered agency address Corning Tower, The Governor Nelson A. Rockefeller Plaza, Albany, NY 12242			Covered agency telephone number

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended, effective April 26, 2006), available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800-698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

Need Help?

 Internet access: www.nystax.gov
(for information, forms, and publications)

 Fax-on-demand format: 1 800 748-1676

 Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

 **Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

(Continued)

Page 2 of 4 ST-220-TD (5/07)

I, MARK J. LITOW, hereby affirm, under penalty of perjury, that I am Vice President
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, 3 below. Make only one entry in each section below.

Section 1 - Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 - Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 - Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this 10th day of May, 20 11


(sign before a notary public)

Vice President
(title)

(Continued)

Schedule A - Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to Contractor	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration In Progress
A	EIRAC, LLC	1550 ROUTE 23 N. WAYNE, NJ 07470	43-1487854		
A	SNORAC, LLC.	1320 BROOKS AVE. ROCHESTER, NY 14628	22-3183301		

- Column A - Enter C in column A if the contractor; A if an affiliate of the contractor, or S if a subcontractor.
- Column B - Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.
- Column C - Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.
- Column D - ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.
- Column E - Sales tax ID number - Enter only if different from federal EIN in column D.
- Column F - If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

(Continued)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF Missouri }
COUNTY OF St Louis } SS.:

On the 10th day of May in the year 2011, before me personally appeared MARK J. Litow known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

he resides at 7426 PARKDALE AVE, Town of CLAYTON, County of ST LOUIS, State of Missouri; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.
(X) (If a corporation): he is the Vice President of Enterprise Holdings, Inc., the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): he is a ... the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): he is a duly authorized member of ... LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Mary K. Delassus
Notary Public

Registration No. 07110019



MARY K. DELASSUS
My Commission Expires
July 10, 2011
St. Louis County
Commission #07110019

(Continued)



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency
(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA
(6/06)

For information, consult Publication 223, *Question and Answers Concerning Tax Law Section 5-a (see Need Help? on back)*.

Contractor name Enterprise Holdings Inc.			For covered agency use only Contract number or description
Contractor's principal place of business 600 CORPORATE PARK DRIVE	City CLAYTON	State MO	
Contractor's federal employer identification number (EIN) 43-0724835			Estimated contract value over the full term of contract (but not including renewals) \$
Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number (314) 512-5000	Covered agency name		Covered agency telephone number
Covered agency address			

I, MARK J. LITOW hereby affirm, under penalty of perjury, that I am Vice President
(name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:
(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)
and, to the best of the contractor's knowledge, the information provided on that previously filed Form T-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this 10th day of May, 2011

[Signature]
(sign before a notary public)

Vice President
(title)

Instructions

General Information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a covered agency within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a contractor within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a contract within the meaning of the statute. This is the case when (a) has a value in excess of \$100,000 and (b) is a contract for commodities or services, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).

(Continued)

Page 2 of 2 ST-220-CA (6/06)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF Missouri)
COUNTY OF St Louis)
SS.:

On the day 10th of May in the year 2011, before me personally appeared MARK I. Litow
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

he resides at 7426 PARKDALE AVE

Town of CLAYTON

County of ST LOUIS

State of Missouri ; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

(If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

(If a corporation): he is the Vce President of Enterprise Holdings Inc, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): he is the of the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(If a limited liability company): he is a duly authorized member of LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Mary K. Delassus
Notary Public

Registration No. 07110019



MARY K. DELASSUS
My Commission Expires
July 10, 2011
St. Louis County
Commission #07110019

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law, and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227, telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800

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(Continued)