# MASTER PRICE AGREEMENT
# VEHICLE RENTAL SERVICES

## PRICE AGREEMENT NO. 9949

This agreement (the "Price Agreement") is entered into as of the Effective Date by the State of Oregon, acting by and through the State Procurement Office of the Department of Administrative Services (the "State") and The Hertz Corporation ("Contractor"), 225 Brae Blvd., Park Ridge, NJ 07656 .The State and the Contractor are collectively referred to as the "Parties".

On the Effective Date of this Price Agreement, Contractor's authorized representative pursuant to Section 21 is Pamela Wright, Vice President, Strategic & Operations CoE, 225 Brae Blvd., Park Ridge, NJ 07656; phone 201-307-2439; fax 866-777-9839.

The State issued RFP # 102-1524-09 seeking offers from qualified and responsible vendors to provide nationwide rental of passenger cars, light duty pick-up trucks, sport utility vehicles and 7-passenger mini-vans, 12-passenger and cargo vans, and other vehicles, and related services described in this Price Agreement to Participants.

Contractor submitted an offer in response to the RFP offering to provide the Services described in this Price Agreement in strict accordance with the terms and conditions set forth in this Price Agreement.

The State has awarded this Price Agreement to Contractor for the purchase of nationwide vehicle rental services by State, State Agencies and ORCPP members, the Western States Contracting Alliance (WSCA), and each Participating State (Participants). This Price Agreement is one of two price agreements resulting from RFP 102-1524-09. This Price Agreement is the product of a cooperative procurement conducted by the State of Oregon on behalf of WSCA. For purposes of the cooperative procurement, this Price Agreement is the Master Price Agreement. Oregon is the Lead State for this Master Price Agreement. Each Participating State may negotiate its own unique terms and conditions separately in a Participating Addendum. The Price Agreement for a Participating State will be this Master Price Agreement and the negotiated Participating Addendum.

**NOW, THEREFORE,** In consideration of the foregoing recitals and subject to the covenants, terms and conditions set forth below, the Parties agree as follows:

### 1.0 DEFINITIONS

Throughout this Price Agreement, a number of acronyms and terms are utilized that are specific to this Price Agreement. Terms and acronyms are defined in this Section 1 and elsewhere in the Price Agreement.

"Contract" means the entire agreement between the Contractor and a Participant comprised of the Price Agreement and its Exhibits, any applicable Participating

Addendum, other addenda and amendments, and the transaction details in a signed Standard Rental Agreement Form or ordering document.

"Contract Contact Person" means the individual appointed by DAS SPO to administer this agreement on behalf of the State, the participating WSCA members and other Participants. For purposes of the Master Price Agreement, the Contract Contact Person is the WSCA Contract Administrator.

"DAS SPO" means the Oregon Department of Administrative Services, State Procurement Office.

"Goods" means all rental vehicles and equipment supplied under the Price Agreement as part of the Services.

"Effective Date" means the date that the Price Agreement is fully executed by the Parties and all required State of Oregon approvals have been obtained.

"Lead State" means the state that conducted this cooperative solicitation and that will centrally administer this resulting Master Price Agreement. Oregon is the Lead State for this Master Price Agreement. Lead State also means "Administrator" as defined in OAR **125-246-0400(3)(a).**

"ORCPP" means the Oregon Cooperative Purchasing Program, whose members include but are not limited to: State Agencies not subject to DAS SPO purchasing authority, cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRFs), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

"Participant" means a governmental body that is authorized to procure Services from Contractor based on this Price Agreement. Participant includes State, State Agencies, and ORCPP members, and Participating States and Political Subdivisions of Participating States properly authorized by a Participating State to enter into a contract for the purchase of Services described in this Price Agreement. Participant is used interchangeably with "procuring agency."

"Participating Addendum" means a written statement of agreement signed by the Contractor and a Participating State (or a non-Oregon Political Subdivision with the consent of its State Chief Procurement Official) that clarifies the operation of the Master Price Agreement for the Participating State (e.g. ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contractor's willingness to provide Services and Goods under the terms and conditions of this Master Price Agreement with any and all exceptions noted and agreed upon.

"Participating Entity" means WSCA member state, a governmental entity within a WSCA member state or other authorized state or governmental entity that chooses to purchase

products and services under the terms of this Master Price Agreement by executing a Participating Addendum.

"Participating State" means a WSCA member state located outside the State of Oregon that has indicated its intent to participate in this Master Price Agreement by executing a Participating Addendum or by using any other method provided by WSCA procedures, or any non-member state authorized by WSCA to purchase under this Master Price Agreement through execution of a Participating Addendum.

"Political Subdivision" means a county, city, school district, law enforcement authority, special district, or any other kind of municipal, quasi-municipal, or public corporation organized pursuant to law.

"Price Agreement" means this indefinite quantity agreement between the Contractor and the State under which the Contractor agrees to hold prices, terms and conditions firm for a specified period of time for the benefit of Participants, and to furnish products or services to a procuring entity.

"Services" means the rental of vehicles and other services to be performed by Contractor in connection with the rental of vehicles and the administration of the rental agreements as set forth in this Price Agreement.

"Standard Rental Form" means the fill-in-the-blank section of Contractor's standard preprinted vehicle rental agreement form as described in Exhibit A to this Price Agreement along with any addendums for GPS, Child Seat, or Large Van as required by state law or requested by a Federal Agency, and may be generated by Contractor for each vehicle rental in lieu of a Participant purchase order.

"State" means the State of Oregon.

"State Agency" means each agency, department, commission, bureau or other subdivision of the State government of Oregon whose costs are paid, in whole or in part from funds held in the State Treasury. "State Agency" does not include local governments or other political subdivisions of the State of Oregon.

"State Chief Procurement Official" means the primary individual designated and authorized by law or administrative rule to administer the authority of the state government for procurement of goods and services.

"Traveler" means the person authorized by Participant to operate vehicles rented under this Price Agreement.

"UCC" means the Uniform Commercial Code, ORS chapters 71 and 72 as amended from time to time.

"WSCA" means the Western States Contracting Alliance, a cooperative group contracting consortium for State government departments, institutions, agencies and political subdivisions
(i.e., colleges, school districts, counties, cities, etc) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

**2.0 AGREEMENT TO PROVIDE SERVICES**: During the term of the Price Agreement, Contractor agrees to provide the Services of the kind and quantity requested, at the time and place requested by a Participant at the prices in Exhibit E and on the terms and conditions set forth in this Price Agreement.

**3.0 TERM OF THE PRICE AGREEMENT; ROLES OF PARTICIPANTS; EXTENSION TERM PRICE ADJUSTMENTS.**

**3.1** TERM OF THE PRICE AGREEMENT

**3.1.1** The initial term of the Price Agreement is three (3) years beginning on the Effective Date and ending on the expiration date unless terminated sooner in accordance with the termination provisions of this Price Agreement. The Price Agreement may be extended for additional periods ("Extension Terms") by agreement of the parties as set forth below. The term of the Price Agreement shall not exceed ten (10) years.

**3.1.2** DAS SPO shall notify Contractor in writing if the State intends to extend the Price Agreement ("Renewal Notice") at least thirty (30) days prior to the expiration of the then current term. If Contractor consents to the extension, it shall sign and return the Renewal Notice to DAS SPO within the time period specified therein. If the Contractor does not consent, the Price Agreement shall expire according to its terms, unless earlier terminated.

**3.1.3** Notwithstanding the foregoing, the State reserves the right in its sole discretion to extend the Price Agreement for a maximum of one (1) calendar month beyond any term. DAS SPO shall notify Contractor in writing of the one-month extension prior to the expiration of the then current term. Consecutive one-month extensions under this Section are not allowed.

**3.2 ROLE OF PARTICIPANTS.**

**3.2.1** This Price Agreement results from a WSCA cooperative procurement for nationwide vehicle rental services ("Master Price Agreement"). The State of Oregon is the signatory on this agreement because it issued the solicitation and awarded the Price Agreement, and is the Lead State for the Agreement. Although this is the Price Agreement covering purchases between Contractor and Participants, which includes non-Oregon purchasing entities, some of the terms in this Price Agreement are specific to purchases made by State of Oregon and Oregon Participants only. Those Oregon-specific terms are apparent by their context.

**3.2.2** This Price Agreement may be used by Participants. WSCA price agreements, including this Master Price Agreement may be used by non-member states with the authorization from the WSCA directors and subject to approval of the individual State Chief Procurement Official and local statutory provisions. Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official regardless of whether or not the entity's purchasing authority is otherwise subject to the control or authority of the Participating State.

**3.2.3** In order to participate in this Master Price Agreement, States and other non-Oregon Participants must execute a Participating Addendum with the Contractor. The Participating Addendum clarifies the operation of the Master Price Agreement for the Participating State and its Political Subdivisions (such as ordering procedures specific to that Participant) and may provide for laws specific to a state and other additional or modified terms and conditions. An individual Participating Addendum has no effect whatsoever on any other Participating Addendum or the scope of this Price Agreement. Each Participating State will execute a Participating Addendum with the Contractor. One signed and one electronic copy of each Participating Addendum must be filed with the WSCA Contract Administrator within five (5) days after execution. Exhibit H to this Price Agreement is a sample Participating Addendum.

**3.2.4** The Participating Addendum must clearly apply only to the purchases of the procuring agencies within the jurisdiction of the Participating Entity signing the Participating Addendum. The terms and conditions contained in any Participating Addendum take precedence over this Price Agreement as they relate to those purchases. No terms or conditions of any Participating Addendum will take precedence over the terms and conditions of any other Participating Addendum or over this Price Agreement except as they relate to those purchases.

**3.2.5** Participating State obligations under this Agreement are limited to those Participating States who have signed (and not revoked) a Participating Addendum. Contractor acknowledges and agrees that the State shall bear no liability on contracts entered into for purchases by non-State Participants, which liability the State expressly disclaims. With regard to non-State Participants, Contractor agrees to look solely to the respective contracting Participant for any right and remedies Contractor may have at law or in equity arising out of the sale and purchase of Contractor's Services and related Goods and the resulting contractual relationship, if any, with each such contracting party. To the extent permitted by Participant state law, non-State Participants agree to be responsible for their own acts, errors or omissions pertaining to the indemnification provisions in the Price Agreement.

**3.3 PRICE ADJUSTMENTS** This Price Agreement is enforceable and Exhibit E prices are firm for the initial twelve months of the Price Agreement. After this initial twelve (12) month period, Contractor may seek a size classification price increase for Services reflecting increased costs by submitting a written request to DAS SPO, including all appropriate cost/price documentation to substantiate the proposed price increase. The State, acting through DAS SPO, reserves the right in its sole discretion to determine whether the documentation is sufficient, whether to require additional documentation, whether to require independent verification of the documentation submitted, and whether to accept or reject any requested increase or offer some lesser amount.. The requested increase must not exceed the Producer Price Index for the current year. If approved, the price increase is effective on the date specified in the approval and shall be firm for a minimum of twelve (12) months from that date. Contractor shall not request a price increase more often than every twelve (12) months. No more than one price increase will be granted in any 12-month period.

3.3.1 In the event DAS SPO rejects the proposed price increase, Contractor may elect to continue providing Services with no price increase, or the parties may agree to terminate the Price Agreement pursuant to Section 6.0. In the event DAS SPO offers some compromise increase less than the request, Contractor may elect to agree to the compromise price increase. However, Contractor has no right to receive, or claim for failure to receive, such price increase for any term or extension term of the Price Agreement.

3.3.2 The State shall be given the immediate benefit of any price decrease. Contractor shall promptly notify DAS SPO of the amount and effective date of each decrease.

3.3.3. Should such decreased prices again increase during the term of the Contract, including extensions, the State shall honor the increase, but only within the limits of the pricing that was in-effect prior to the price decrease, if acceptable documentation verifying the increase is submitted to DAS SPO. DAS SPO shall determine what constitutes acceptable documentation.

3.3.4. The price change (increase or decrease) applies to Contracts made on or after the effective date of the price change. Invoices must reflect prices in effect on the date the Contract is made.

## 4.0 PRICING; BILLING OPTIONS, INVOICING AND PAYMENT:

The prices for the Services are listed in Exhibit E. Billing options, and invoicing and payment terms and conditions are set forth in Exhibit B. The Exhibit E prices are exclusive of fuel for re-fueling, optional Services or features purchased by Traveler, local and state sales and federal excise taxes, airport concession fees, city surcharges or city differential fees applicable in certain cities, and do not include refueling charges,

legislative or mandated taxes and fees, bond issues imposed by government bodies and similar charges controlled by third party(ies). The Exhibit E price includes the .05% WSCA Administration fee. The Participating State rebate or VCAF fee, as described in this Price Agreement shall be added to the Exhibit E price as defined in Participating State Participating Addendum. Exhibit E-1 contains the prices for Oregon Participants, including the VCAF fee. Where the Participant is not exempt from taxes on sales within Participant's state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor agrees to look only to the purchasing Participant for payment of account charges.

**5.0 CONTRACTORS REPRESENTATIONS AND WARRANTIES:**

**5.1:** The warranties set forth in this Section and in the UCC, which is incorporated into the Price Agreement and Contracts by reference, are in addition to, and not in lieu of, any other warranties provided in the Price Agreement and any Contract. All warranties provided are cumulative, and shall be interpreted expansively so as to afford the Participants and the State with the broadest warranty protection available.

**5.2:** The Contractor represents and warrants as follows:

**5.2.1** Contractor has the power and authority to enter into and perform the Price Agreement and all Contracts. The Price Agreement and each Contract, when executed and delivered, shall be valid and binding obligations of the Contractor enforceable in accordance with their terms.

**5.2.2** Contractor shall provide Services that meet or exceed the specifications set forth in Exhibit A.

**5.2.3** Contractor shall perform all Services shall be performed in a good and workmanlike manner, and in accordance with the highest applicable professional or industry standards.

**6.0 TERMINATION OF THE PRICE AGREEMENT**: The Parties may terminate the Price Agreement as follows:

**6.1** The Price Agreement may be terminated at anytime by mutual written agreement of the Parties.

**6.2** The Price Agreement may be terminated by the State at its sole discretion, for its convenience, upon thirty (30) days written notice to the Contractor.

**6.3** The State may, at its sole discretion, terminate the Price Agreement upon thirty (30) days written notice to Contractor for the reasons set forth in ORS 279B.140.

**6.4** The State may terminate the Price Agreement if Contractor is in default of the Price Agreement or any Contract.

**6.5** The Contractor may terminate the Price Agreement upon thirty (30) days written notice to the State if the State is in default of the Price Agreement.

**7.0 DEFAULT:**

**7.1** Contractor shall be in default of this Price Agreement under the following circumstances:

**7.1.1** Contractor institutes or has instituted against it, insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

**7.1.2** Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under a Contract and Contractor has not obtained such license or certificate within ten (10) business days after delivery of a notice by the State or such longer period as the State may specify in such notice; or

**7.1.3** Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Price Agreement and such breach, default or failure is not cured within thirty (30) business days after delivery of a notice of default by the State or such longer period as the State may specify in such notice.

**7.2** The State is in default of this Price Agreement if the State commits any material breach or default of any covenant, warranty, obligation or certification under this Price Agreement and such breach, default or failure is not cured within thirty (30) business days after Contractor's delivery of a notice of default to the State or such longer period as the Contractor may specify in such notice.

**8.0 REMEDIES**

**8.1** If Contractor is in default under Section 7, the State is entitled to the following remedies:

**8.1.1** Recovery of any and all damages suffered as the result of Contractor's default, including but not limited to direct, indirect, incidental and consequential damages, damages as provided in ORS 72.7110 to 72.7170 and damages provided by any other applicable Oregon law.

**8.1.2** Termination of this Contract under Section 6. 3.

**8.1.3** Initiation of an action or proceeding for specific performance or declaratory, injunctive or equitable relief;

**8.2** These remedies are cumulative to the extent the remedies are not inconsistent, and the State may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Section 7, the rights and obligations of the parties shall be the same as if this contact was terminated pursuant to Section 6.2.

**9.0 REPORTS:** Contractor shall provide the reports specified in Exhibit A, Section 4.

## 10.0 ACCESS TO RECORDS AND AUDIT RIGHTS

**10.1** Contractor shall maintain, retain, and keep accessible all records relevant to the Price Agreement and Contracts (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Price Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Price Agreement, whichever date is later ("Record Retention Period"). Contractor shall keep financial Records in accordance with generally-accepted accounting principles. During the Record Retention Period established in this Section 10, the Contractor shall permit the State, and its duly authorized representatives, access to the Records at reasonable times and places for purposes of examination and copying.

**10.2** During the term of the Price Agreement and the Record Retention Period, the State, at its own expense (except as provided herein) has the right to audit Contractor's Records and other pertinent data, to determine and verify the figures reported in any Volume Sales Reports furnished by Contractor. Such audits shall take place during regular business hours, at Contractor's premises, upon not less than five (5) business days notice, and shall be conducted by an authorized representative of the State. In the event that any such audit reveals an underpayment of VCAF or any other applicable fees, Contractor shall immediately pay (i) the amount of deficiency, together with interest thereon at the maximum legal rate in the State of Oregon, and (ii) the reasonable cost of the audit by the State.

## 11.0 SALES TO PARTICIPANTS

**11.1** Contractor agrees to sell from this Price Agreement to State, State Agencies, and ORCPP members, and, under a Participating Addendum, to Participating States and political subdivisions of Participating States properly authorized by a Participating State to purchase under this Price Agreement. .

**11.2** Contractor shall verify the authority of a Participant to make purchases under this Price Agreement. If Contractor is found to have entered into two (2) or more Contracts under this Price Agreement with an entity other than a Participant, Contractor may be deemed to be in material breach of the Price Agreement.

**11.3** The identity of ORCPP Participants can be verified on the DAS SPO website at http://procurement.oregon.gov or at Procurement Centers located throughout Oregon. (Call (503) 378-4649 for information or to view list of centers identified on DAS SPO Web page.) The identity of other Participating States' cooperative purchasing members shall be listed in the Participating Addendum.

**12.0 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS**:
The State's agreement to maintain this Price Agreement in effect is conditioned upon Contractor's compliance with the obligations of contractors contemplated under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

In addition, Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Price Agreement and any resulting Contract, all of which are incorporated herein by reference to the extent applicable. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

Contractor shall, to the maximum extent economically feasible in the performance of this Price Agreement, use recycled paper as defined in ORS 279A.010(1)(gg), recycled PETE products as defined in ORS 279A.010(1)(hh), and other recycled plastic resin products and recycled products as "recycled product" is defined in ORS 279A.010(1)(ii).

**13.0 CONFLICT BETWEEN PRICE AGREEMENT AND STATE AND FEDERAL LAW**: Federal law applicable to the Price Agreement or Contracts, or both, takes precedence over any conflicting State law. Notwithstanding the foregoing order of precedence, if the conflict is between minimum standards for quality, safety or similar attributes of the Services, the higher standards shall apply.

**14.0 FOREIGN CONTRACTOR**: If the amount of any single Contract exceeds ten thousand dollars ($10,000), and if Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. Oregon Participants shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

**15.0 TIME IS OF THE ESSENCE**: Contractor agrees that time is of the essence for Contractor's performance obligations under the Price Agreement and any Contract.

**16.0 FORCE MAJEURE**: Neither the State nor Contractor is responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the Party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Price Agreement. The State may terminate the Price Agreement upon written notice after reasonably determining that such delay or default will likely prevent successful performance of the Price Agreement.

**17.0 INSURANCE**: Contractor shall obtain prior to the Effective Date of the Price Agreement, and maintain during the term of the Price Agreement, the insurance required as provided in Exhibit C either via polices of insurance or as a self insured or a combination of self insurance and commercial excess insurance. With regard to workers' compensation insurance, all employers, including Contractor, that employ subject workers who work under the Price Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors, if any, complies with these requirements, or any requirements applicable to any Participating State.

**18.0 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS**: Contractor understands and agrees that a Participant's payment of amounts under this Contract is contingent on the Participant receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow Participant, in the exercise of its reasonable administrative discretion, to make payments under this Contract.

**19.0 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:**

**19.1** Contractor shall perform all Services as an independent Contractor. Although the State reserves the right (i) to determine (and modify) the delivery schedule for the Services to be delivered and the Services to be performed and (ii) to evaluate the quality of the completed performance, Participant cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required by this Contract.

**19.2** If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract declares and certifies that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no State or federal rules or regulations would prohibit Contractor's performance under this Contract. Contractor is not an "officer", "employee", or "agent" of the State or any Authorized Agency or Independent Agency, as those terms are used in ORS 30.265.

**19.3** Contractor shall be responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Price Agreement and, unless Contractor is subject to backup withholding, Participant will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Price Agreement, except as a self-employed individual.

**20.0 INDEMNIFICATION:**

**20.1** CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE, WSCA, PARTICIPANTS AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT TRIAL, ON APPEAL AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST THE STATE, WSCA, PARTICIPANTS, OR THEIR AGENTS, OFFICIALS, EMPLOYEES AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, RELATED TO THIS PRICE AGREEMENT, (II) ANY ACT OR OMISSION BY CONTRACTOR THAT CONSTITUTES A MATERIAL BREACH OF THIS CONTRACT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE SERVICES. PARTICIPANT SHALL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM THAT THE STATE BECOMES AWARE. CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF THE STATE, WSCA, PARTICIPANTS OR THEIR AGENTS, OFFICIALS OR EMPLOYEES, OR (II) MODIFICATION BY STATE, WSCA, OR PARTICIPANT OF GOODS WITHOUT CONTRACTOR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USAGE OF SUCH GOODS.

**20.2** PROVIDED, HOWEVER, THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, THE STATE AND/OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES AND/OR AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY. CONTRACTOR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

**20.3 ATTORNEYS' FEES:** With the exception of defense costs and expenses pursuant to Section 20.2, neither party shall be entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to the Price Agreement.

**21.0 NOTICES:** All notices required under the Price Agreement shall be in writing and addressed to the Party's authorized representative. DAS SPO's Contract Contact Person is named at the State signature block in this Price Agreement. The DAS SPO Contract Contact Person is the WSCA Contract Administrator for purposes of the Master Agreement. For non-Oregon Participants, Participant shall identify its authorized representative in the Participating Addendum. Contractor shall identify its authorized representative to the State prior to the Effective Date. Mailed notices shall be deemed received five (5) days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. Faxed notices shall be deemed received upon electronic confirmation of successful transmission to the designated fax number. Personal delivery shall be effective upon delivery. Either Party may change its authorized representative or address by written notice to the other in accordance with the terms of this Section 21.

**22.0 GOVERNING LAW, VENUE AND CONSENT TO JURISDICTION:**

**22.1** The Price Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. To the extent not modified by the terms of this Price Agreement, the UCC shall govern this transaction.

**22.2** Any claim, action, suit or proceeding (collectively, "Claim") between the State and Contractor that arises from or relates to the Price Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

**23.0 SURVIVAL:** Any terms of this Price Agreement, which by their context or nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, and consent to jurisdiction, termination and remedies provisions shall survive the termination or expiration of this Price Agreement.

**24.0 SEVERABILITY:** If any provision of the Price Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties

shall be construed and enforced as if the Price Agreement did not contain the particular provision held to be invalid.

**25.0 ASSIGNMENT/SUBCONTRACT/SUCCESSORS:**

**25.1** Contractor shall not assign, sell or transfer any of its rights, or delegate or subcontract obligations under the Price Agreement, whether by merger, consolidation, dissolution, operation of law or any other manner without the prior written approval of the State, which State may not unreasonably withhold. State's consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Price Agreement.

**25.2** Further, no such written approval shall relieve Contractor of any obligations under the Price Agreement, and any assignee, transferee delegate or subcontractor shall be considered the agent of Contractor.

**25.3** The provisions of the Price Agreement shall be binding upon, and shall inure to the benefit the parties to the Price Agreement and their respective successors and permitted assigns.

**26.0 MERGER CLAUSE; AMENDMENT; WAIVER:** The Price Agreement constitutes the entire agreement between the Parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified therein regarding the Price Agreement. No waiver, consent, or amendment of terms of the Price Agreement shall bind either party unless in writing and signed by both parties, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of the State to enforce any provision of the Price Agreement shall not constitute a waiver by the Participant of that or any other provision.

**27.0 NO THIRD PARTY BENEFICIARIES:** The State and Contractor are the only parties to this Price Agreement and are the only parties entitled to enforce the terms of this Price Agreement. Nothing in this Price Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name in this Price Agreement and expressly described as intended beneficiaries of the terms of this Price Agreement.

**28. AMENDMENTS.** The State has determined that during the term of the Price Agreement and Contracts, the parties may need to modify selected terms, conditions, price(s) and types of work under circumstances related to the following illustrative, although not exhaustive categories of anticipated amendments: (a) amendments required as result of necessary changes in the State's business process that may restructure DAS SPO; (b) amendments to extend the term of the Price Agreement in accordance with Section 3 and amendments to extend the term of a Contract; (c) amendments to change pricing, but only in accordance with Section 3; (d)

amendments to the Exhibit A Scope of Services, including changes to vehicle classes, types, models or requirements of the vehicles used under this Price Agreement, and (e) amendments to Exhibit C Insurance. All amendments must be in writing and signed by all approving parties before becoming effective. Only DAS SPO has the final authority to execute changes, notices or amendments to the contract pursuant to OAR 125-246-0560.

CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature on this Price Agreement, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws." For purposes of this certification, "Oregon tax laws" are those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature on this Price Agreement, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws."

SIGNATURE OF CONTRACTOR'S DULY AUTHORIZED REPRESENTATIVE

THIS PRICE AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE. The undersigned acknowledges, attests and certifies individually and on behalf of the Contractor that:

(1) He/she is a duly authorized representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Price Agreement on behalf of Contractor. (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this

Price Agreement (including all listed attachments and Addenda, if any, issued (3) Contractor will furnish the designated Services in accordance with the Price Agreement specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and (4) CONTRACTOR WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH OFFER.

Contractor's Name: ~~Pamela C Wright~~ THE HERTZ CORPORATION

Authorized Signature: [signature]

Title: Vice President, Sales/Strategy+Operations

Contact Person (Type or Print): Will Cosby

Telephone Number: (310) 568-6490

Fax Number: (888) 333-1292

STATE SIGNATURE (to be completed by the State of Oregon)

The State of Oregon, acting by and through DAS SPO hereby accepts Contractor's offer and awards a Price Agreement to the above Contractor for the item(s) or service(s) or both contained in this Price Agreement.

Authorized Signature: [signature]

Date: 10/19/09

Term of Price Agreement: 10/19/09 - 10/18/12 w/ Renewal Optional Up to Ten Years Total

Price Agreement No.: 9949

DAS SPO Contract Contact Person
and WSCA Contract Administrator (Type or Print):

Tim Hay

Telephone Number: (503) 378-4650

Fax Number: (503) 373-1626

## EXHIBIT A

## SCOPE OF SERVICES

### 1. CONTRACTOR REQUIREMENTS:

**1.1** Contractor shall provide to Participants vehicle rental Services and related Goods from nationwide locations on the terms and conditions in this Price Agreement. A Participant may purchase any quantity of Services listed in Exhibit E at the prices in that Exhibit. Prices in Exhibit E are exclusive of charges listed in Section 1.16.1 below.

**1.2** Contractor shall rent to any Traveler who possesses a valid drivers license, is at least 18 years of age or older and has a form of payment allowed under this Price Agreement. No additional prequalification is required either via oral or written inquiry and no minimum age surcharge will be on Price Agreement rates. The Contractor shall also allow under the same terms and conditions of this Price Agreement more than one Traveler to drive a rental vehicle including another Participant employee traveling with the Traveler.

**1.3** Rental receipts must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges that are not included in the Exhibit E rate.

**1.4 RENTAL CONDITIONS:** This is a rental only Price Agreement and nothing herein contained shall be construed as transferring to Participant any ownership right, title, or interest in or to any vehicle rented hereunder. Participant is not granted hereby and shall not have any right or option hereunder to purchase any rental vehicle either during the term or on expiration of a rental contract. **THIS IS NOT A FINANCING AGREEMENT OR LEASE.**

**1.5 MAINTENANCE AND OPERATING EXPENSES:** The only operating expense Participant will be responsible for is gasoline. All other maintenance and operating expenses (including insurance/ liability protection to the limit stated in Section 1.9.1 below) are the responsibility of the Contractor. Contractor shall only supply vehicles that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable laws.

**1.6 VEHICLE DOWNTIME:** If a vehicle becomes substantially impaired or unsafe to operate, in Traveler's judgment, while in possession of Traveler, Contractor shall immediately replace the vehicle upon notification by Traveler, at no extra charge. Contractor shall deliver the replacement vehicle to a location determined by Traveler. Contractor shall be responsible for all repairs and towing of vehicle.

**1.7 ASSIGNMENT:** Participant and Traveler will not assign a Contract or permit anyone other than a properly authorized and licensed Traveler to operate any rental vehicle.

**1.8 ACCIDENTS:** Participant shall require Traveler to promptly notify the Contractor of all accidents involving any rental vehicle Traveler has in its possession, including the time, place and nature of the accident or damage, the names and addresses of parties involved, persons injured, witnesses, owners of property damaged, the place at which Contractor may examine the vehicle and such other information as may be known by Traveler, and promptly advise Contractor of all correspondence, papers, notices and documents delivered to Traveler in connection with any claim or demand involving or relating to any vehicle or its operation. Participant and Traveler shall reasonably cooperate with Contractor in the investigation of all such claims and demands and in the recovery of damages from liable third persons.

**1.9 LIABILITY FOR RENTAL VEHICLE**: Contractor shall hold State, Participant and Traveler harmless from any physical damage, loss, vandalism, fire or theft of the rental vehicle provided rental vehicle was not used by the Participant or Traveler in any manner listed in Section 3.1. The Contractor shall not charge the State, Participant or Traveler any collision/loss damage waiver fee for a vehicle operated in compliance with the terms of the Contract. The loss of use fee is in the pricing section of this Price Agreement. On behalf of itself and its franchisees, Contractor specifically waives any right to submit any claim against the State, Participant or Traveler for any physical damage, loss, vandalism, fire or theft, or any other costs such as downtime, loss of revenue, administrative expenses and other expenses, of a rental vehicle provided under this Contract, provided rental vehicle was not used by the Participant or Traveler in any manner listed in Section 3.1. Notwithstanding above, Travelers shall not smoke in Contractors vehicles, and Contractor may reasonably charge Participant for any smoking damages caused by Traveler or Traveler's passengers in the vehicle while in Traveler's possession.

**1.9.1 Liability Protection for Rental Vehicle:** Contractor shall provide liability protection with each vehicle rental transaction at no additional cost to Participant for a vehicle operated in compliance with the terms of the Contract. This liability protection shall extend third party liability protection to Participant and Traveler in a combined single limit amount per occurrence of not less than $1,000,000 per accident for bodily injury, death or property damage to others arising out of the use or operation of the rental vehicle.

**1.9.2 PROPERTY IN THE VEHICLE:** Contractor is not responsible for loss of or damage to any Participant personal property in or on the vehicle, in any service vehicle, on Contractors premises, or received or handled by Contractor.

**1.10 RESERVATIONS**: Contractor shall accept reservations made at least 24 hours in advance on local rentals and seven (7) calendar days in advance on one way rentals, mini-vans, large SUV's and 12 passenger vans. Reservations may be made

by Participant or Traveler, contracted travel agencies or common carriers. Reservations shall guarantee vehicle availability including automatic, no-added -cost substitution. Reserved vehicle will be held for three (3) hours after the Traveler's estimated time of arrival prior to release. Whenever possible, the Participant or Traveler will advise the Contractor a minimum of 8 hours in advance of any change of travel plans necessitating rental vehicle cancellation or delayed pickup, however, in no situation shall the State, Participant or Traveler be liable for payment of "no shows". Travelers and Participants will cancel reservations in the same manner they were made when possible.

**1.10.1 RESERVATION SYSTEMS/OPTIONS:** Contractor shall maintain an internet reservation system where Travelers can access the rates under this Price Agreement. Contractor shall make available its rates under this Price Agreement on all major Global Distribution Systems (GDS). Contactor shall maintain a toll free 24 hour per day reservation phone number where Contractor's agents have access to the rates under this Price Agreement. Contractor shall also accept reservations at branch locations via walk-in or local telephone number. Contractor personnel at all Contractor locations must have access to the rates and terms and conditions contained in this Price Agreement.

**1.10.2** Contractor shall provide a 24 hour customer service number accessible by a toll free telephone number.

Domestic Reservations: 800-654-3131
International Reservations: 800-654-3001

**1.11 SHORT NOTICE RESERVATIONS:** Contractor shall not charge additional fees for short notice reservations.

**1.12 VEHICLE DEMAND:** Contractor shall attempt to meet 100% percent of Participants or Travelers requests and shall meet 100% of confirmed reservations when 24 hours notice is given. If a reserved vehicle is not available at the time of pickup by the Traveler, Contractor shall substitute a vehicle of similar or greater quality at no additional cost. Contractor shall note on the invoice that a vehicle of same or greater quality was substituted at same or lower price. Contractor must have service available to accommodate 95% of estimated total aggregate volume for the Participating States under this Price Agreement.

**1.13 VEHICLE PICKUP/RETURN:** Contractor will make all reasonable efforts to expedite the pickup and return of vehicles. At airport locations with counters, Contractor personnel will be available during terminal hours of operation to meet the standard of 90% of all incoming flights. For locations without airport counters, a courtesy phone or clearly identifiable sign indicating the telephone number to call for Contractors shuttle is required. Shuttle van service pickup is to be accomplished within 15 minutes of Traveler's notification to Contractor. Vehicle pickup should

routinely be accomplished within a total of 30 minutes from initial contact with the Contractor.

Contractor may request Traveler to sign Contractor's Standard Rental Form solely to document the delivery of the vehicle, to provide the time and place of return of the vehicle, the applicable Contract rates and the computation and method of payment of charges. Area maps will be provided free of charge upon request. Vehicle will be furnished with an initial full tank of gas. Contractor will also provide the Traveler with accident, repair, and vehicle return instructions and, upon return of the rental vehicle to off airport locations, transport Traveler to the airport terminal within 30 minutes of turn in. Contractor shall provide to Traveler a completed copy of the Standard Rental Form showing total charges to be billed for the rental.

**1.14 CONTRACT ADHERENCE:** Contractor shall ensure that at all Contractor locations Price Agreement prices and terms and conditions are available and that there is 100 percent Price Agreement adherence. Personnel at all Contractor locations must be knowledgeable with the terms and conditions of the Price Agreement.

**1.15 AIRPORT LOCATIONS:** Contractor shall have branch locations at the 2007 top 50 commercial airline airports as shown at

http://www.faa.gov/news/updates/busiest_airports/index.cfm?airportType=Air_Carrier&year=2007

The branch location may be an on-site, airport consolidated facility, or off site location within close proximity to the airport. For branch locations located off airport grounds, Contractor must have a shuttle bus that runs a minimum incremental of 15 minutes to and from airport and branch location. Branch locations serving major airports must remain open to meet the standard of 90% of all incoming flights. Shuttle buses must run when the branches are open.

**1.16 RATE COMPOSITION**

**1.16.1 ROUND TRIP RENTALS**

Contractor shall charge only the Exhibit E rates for rental of vehicle at each branch location. Rate includes all charges for reservations, shuttle service, collision/loss damage waiver insurance, and unlimited mileage.
Rates under this Price Agreement are not subject to blackout dates and do not require a minimum rental period. Applicable weekend/weekly discounts will be calculated and applied.

Rates in Exhibit E are base rates. They are exclusive of fuel for re-fueling, optional Services or features purchased by Traveler, local and state sales and federal excise taxes, airport concession fees, city surcharges or city differential fees applicable in

certain cities, legislative or mandated taxes or fees, bond issues imposed by government bodies and similar charges controlled by third party(ies). Contractor shall itemize those charges as separate line items on the rental agreement and add the charges to the base rate. Where the Participant is not exempt from sales taxes on sales within their state, the Contractor shall add the sales taxes on the billing invoice as a separate entry.

Contractor may charge hourly overtime at one third of daily rental rate up to a maximum of the daily rental rate

**1.16.2 ONE WAY RENTALS:** Contractor will charge the Exhibit E base rate and other allowable charges identified in Section 1.16.1 for a one-way vehicle rental as if a round trip rental. Contractor shall not charge any drop fee or mileage charge for one way rentals of 500 miles or less. For one way rentals greater than 500 miles, Contractor may charge a per rental differential fee at the rate in Exhibit E.

**1.16.3 DAILY SURCHARGE:** Contractor may charge a daily surcharge in addition to the daily rate at the amount and in those markets identified in Exhibit E.

**1.17 INVESTIGATIVE ASSISTANCE:** The Contractor shall assist any investigative unit of Participant concerning alleged wrongdoing or suspected fraud or abuse by any Travelers or those entities doing business with the Contractor. Reciprocal assistance from the Participant with regard to investigations shall be provided to the Contractor.

**1.18 BRANCH LOCATIONS:** The branch locations or in-terminal counters will be in a permanent structure, well-lighted, clean, properly maintained and clearly identified as the vehicle rental Contractor with whom the reservation was made.

**1.19: RESERVED**

**1.20 EMERGENCY ROADSIDE ASSISTANCE:** Contractor provides 24-Hour Emergency Roadside Assistance nationwide. On receipt of Participant or Traveler's toll free call to 1-800-654-5060, Contractor shall arrange for any type of vehicle assistance from flat tire changes to vehicle replacement for mechanical failure. Contractor has working agreements with AAA and local service providers in virtually every corner of the country. Contractor shall provide 24-Hour Emergency Roadside Assistance free of charge with each vehicle rental.

**1.21 ENVIRONMENTAL AWARENESS:** During 2009 Contractor has approximately 5,000 hybrids (Prius, Camry and Altimas) ("Green Collection") in approximately 75 of Contractor corporately owned airport locations. Where hybrids are available, Contractor shall allow renters to make reservations of hybrid vehicles by specific make and model.

**1.22 PREFERRED CUSTOMER LANE:** Where #1 Gold Service is available, Contractor shall provide #1 Gold Service at no cost to all Participants. The service shall include the following features:

**Canopy Service where available:**

- By pass the counter and go direct to rental vehicle
- Arrive at a Contractor weather-protected area
- Pre-selected vehicle awaits nearby
- Rental agreement and local map are in vehicle
- Quick driver's license check at the gate… and drive away!

**Counter Service where available :**

- Present driver's license at Contractor Gold counter
- Pick up keys and pre-printed rental agreement
- That's it…no long lines, no unnecessary paperwork

**1.23 Other Convenience Options:** Contractor shall provide the additional convenience options to Participants at no additional cost where the options are available:

- Instant Return – Contractor Service representative meets the Traveler car side with a handheld computer and printer to process vehicle return instantly.
- Contractor Covered Return – Special weather protected return area where Instant Return representatives meet Traveler car side.
- Receipt on the web – Participant can log in www.hertz.com and retrieve a receipt anytime
- Hertz #1 Awards – This awards program is a free customer loyalty program for Hertz #1 Gold Members & #1 Club Members where Participants can earn points redeemable for free rental days or frequent traveler points from many of Hertz Travel Partners
- Make & Model Reservations – Contractor shall allow Participant to choose their make and model during the reservation process.
- #1 Club Gold Tier – Frequent travelers can earn upgrades in status to 5-Star Gold (after 10 rentals) or President's Circle (after 40 rentals). These tiers offer addition recognition including #1 Awards points and vehicle upgrades.

**1.24 HOURLY PROGRAMS**

Contractor shall make available to State and Participants its car sharing program called Connect by Hertz only in states where Contractor has negotiated Connect by Hertz fees and rates with State or Participating State. On request by State or a Participating State, Contractor will negotiate Connect by Hertz fees and rates with the requesting party based on that state's requirements. Connect by Hertz offers a self-service fleet of vehicles, parked in convenient geographical areas (around office buildings, parking lots, apartment complexes, etc), to be driven by members who pay a low hourly rate only when they need

a car. The hourly rate includes gas, insurance, 24/7/365 roadside assistance, sophisticated in-car technology, support of an in-house Member Care Center and more. Refer to Exhibits E and E-1 for hourly car rentals and available Connect by Hertz car rentals.

**Connect by Hertz functions and features:**

- Participants can join by:
  - Online at www.connectbyhertz.com
  - After joining, the member will receive a Welcome Kit including an Access Keycard, a PIN and a member number enabling them to use the worldwide fleet
- Participants can reserve vehicles by:
  - Online at www.connectbyhertz.com or by calling 877-654-4400
  - Participants can choose from a list of vehicle locations and block out the period of time they will need a vehicle
- Participants can access vehicles by:
  - The Member must have a reservation for their Access Card to work.
  - Hold the Access Car over the card reader to unlock the vehicle in the Connect by Hertz parking stall and start the car by using the ignition key found in the docking station in the glove compartment.
- Participants may Drive the vehicle for half an hour to a couple of days
- Participants must return must return to the same location where vehicle was picked up.

**1.25 INTERNATIONAL RENTALS**

Contractors shall provide international rentals in 8,064 locations in 143 countries.

Rates will vary depending on the country of rental. International pricing will consist of a discount off of the standard rate for that country. Please refer to Exhibit E for International rates discounts. The price for international rentals does not include Sections 1.9 and 1.9.1 third party liability and loss damage waiver protection.

**2. VEHICLE REQUIREMENTS:**

**2.1** Contractor shall maintain a sufficient number of vehicles on hand to meet the needs of Participants with advance reservations.

**2.2 REQUIRED VEHICLES/EQUIPMENT:** Contractor shall only provide Participants with rental vehicles with fewer than 40,000 miles. Contractor certifies that odometer and original miles are the same and are accurate. Minimum standard equipment shall include automatic transmission, power steering, power brakes, air conditioning, AM/FM radio, air bags (if available from manufacturer) and all season radial tires. Contractor shall equip and maintain all rental vehicles to meet all federal, state and local vehicle safety standards, codes, and ordinances.

**2.3** At time of vehicle pickup, Contractor shall deliver to Traveler a vehicle with a full tank of gas; proper fluid levels; coolant protected to –20 degrees; and in clean condition (inside and out). All vehicles should be in a like-new condition with no body damage or mechanical problems that impedes the safe operation of the vehicle.

**2.4** Reserved

**2.5** Reserved

**2.6** If available, hand controls for the disabled shall be available for use.

**2.7 OnStar.** Participant acknowledges that the Vehicle may be equipped with the OnStar System, which provides emergency and other services. Participant expressly authorizes OnStar services. Participant acknowledges that OnStar requires the vehicle's electrical system and equipment, cellular service and satellite technologies to be available and operating for OnStar to function properly. Not all OnStar services are available on all vehicles. OnStar acts as a link to existing emergency and other service providers.

Services are limited by, and Contractor is not liable for, conditions or services outside the control of Contractor. Any information (e.g. navigational route support) provided through OnStar is on an "as is" basis. Contractor is not liable to Participant or Traveler in connection with the use of such information. Participant understands and agrees that OnStar may provide law enforcement with all necessary information to enable law enforcement to locate the vehicle, if Participant fails to return the vehicle when and where required under this agreement.

**2.7.1 - GLOBAL POSITION SYSTEM:** Contractor NeverLost GPS In-Car Navigation Satellite System is powered by the Magellan GPS system. NeverLost can be reserved where available in the US for an additional charge. Since the units are permanently installed in the vehicle, no additional insurance is required. Contractor shall not rent a Global Positioning System to Traveler without Participant's express advance consent. This unit is not part of the car and the loss damage waiver does not apply. Participant is responsible for any loss or damage to the unit and its accessories regardless of cause. If the unit or its accessories are lost or damaged so as to, in Contractors sole opinion, require repair or replacement, Participant will pay Contractor for repair or full retail cost, which may be as much as $499. If Traveler returns the unit to a location other than the renting branch location without Contractor authorization, Participant will pay Contractor the fee in Exhibit E for that unauthorized return. Contractor does not use GPS units to track or locate vehicles, other than those that are reported lost or stolen or as may be required by law enforcement agencies

**2.8** If the vehicle size classification requested by the Participant at the time of reservation is not available at the time of vehicle pickup, the Traveler will be so advised and offered an upgrade at no additional cost. The Contractor shall not leave the Traveler without a means of transportation nor force the Traveler to use out-of-pocket expenses to secure their own transportation.

**2.9 - Repossessing the Vehicle.** Contractor can repossess the vehicle if it is reported to be illegally parked, being used to violate the law or the terms of this Contract, or it is reported by local law enforcement to be abandoned. Contractor can also repossess anytime it discover that a misrepresentation was made to obtain the vehicle. Contractor shall first notify the Traveler or Participant to attempt to resolve any issues in advance of any Contractor action to repossess the vehicle.

**2.10 VEHICLE MODELS:** Contractor shall have available for rent under this Price Agreement the following models of vehicles or equivalent models approved by the WSCA Contract Administrator in the following size classifications. For purposes of the size classifications in this Section 2.10, "intermediate" or "standard" is defined as a mid-sized four-door sedan automobile capable of comfortably transporting four adult passengers and four pieces of luggage (luggage to fall within the size category of airline "carry on").

*Compact*- Hyundai Accent, Kia Rio, Nissan Versa, Suzuki SX4, Toyota Yaris.

*Intermediate/Standard/Mid Size* – Ford Focus, Chevy Cavalier, Dodge Neon, Chevy Cobalt, Dodge Caliber, Kia Spectra, Hyundai Elantra, Mazda 3, Nissan Sentra, Pontiac G5, Toyota Corolla, Dodge Stratus, Chevy Malibu, Chrysler PT Cruiser, Chrysler Sebring, Dodge Avenger, Ford Fusion, Hyundai Sonata, Kia Optima, Kia Rondo, Mazda 5, Pontiac G6, Volkswagen Jetta, Toyota Matrix..

*Full-size* – Ford Taurus, Chevy Impala, Toyota Camry, Honda Accord, Pontiac G6, Pontiac Grand Prix, Mitsubishi Gallant, Buick Lacrosse, Dodge Charge, Ford Mustang, Nissan Altima, Mazda 6, Saturn Aura, VW Passat.

*Premium Size Sedan* -Kia Amante, Chrysler 300, Toyota Avalon, Mercury Grand Marquis, Nissan Maxima.

*Sport Utility* - Chevrolet S-10 Blazer, Jeep Grand Cherokee,
Dodge Durango, Ford Explorer.
*Mini-Van* - Chevrolet Astro, Chevrolet Venture,
Dodge Caravan, Chrysler Voyager,
Ford Windstar, Pontiac Montana.
*12 Passenger Vans* – Chevrolet 2500 Express/GMC 2500, Ford E350

*Station Wagons* - Ford Taurus or approved equal
*Small Pick-Up* – Ford Ranger, Chevrolet Canyon, Dodge Dakota.

*Large Pickup* - Dodge Ram BR 2500, Ford F250, GMC Sierra, 2500 HD, Chevrolet Silverado 2500 HD.
*Cargo Van* - Chevrolet 2500 Express Cargo, Ford F250, Econoline, Dodge Ram Van 2500.

**2.11 LICENSING REQUIREMENTS:** Contractor shall secure, maintain and pay for any federal, state and local licenses required to provide the services referenced in this Price Agreement.

**2.12 ALTERNATE VEHICLES/EQUIPMENT:** Contractor shall not provide without the consent of the Participant alternate size classifications (larger or smaller) other than the Mandatory and Desirable classes identified in Section 2.10. At time of reservation, Participant may expressly request rental vehicles from alternate size classes. All alternate size vehicles must be equipped with minimum standard equipment identified in Section 2.2 above.

Alternate size classifications specifically identified by the State shall be subject to Vehicle Models as defined in Section 2.10 above. Alternate size classifications not identified by the State, but offered by the Contractor, will be considered as conditional use, regardless of location.

**2.13 ALTERNATIVE FUEL VEHICLES:** Where available and on not less than seven (7) days advance request, Contractor shall provide a class of vehicles known as Alternative Fuel (E85, natural gas or hydrogen) or "hybrid" vehicles. Hybrid vehicles must have a federal MPG rating of at least 25 MPG.

**2.14 NON-SMOKING VEHICLES:** Contractor shall make every attempt to provide under this Price Agreement, non-smoking vehicles, whereas previous renters did not smoke tobacco products inside the vehicle.

## 3 PARTICIPANT RESPONSIBILITIES

### 3.1 PROPER USE OF VEHICLE:

Participant agrees that the rental vehicle will not be used:

**A.** by a driver who is under the influence of alcohol or any prohibited drugs.

**B.** for any illegal purpose.

**C.** to push or tow another vehicle unless the vehicle is equipped for towing and is specified in the rental agreement..

**D.** to carry passengers or property for hire.

**E.** in a test, race or contest.

**F.** by an unlicensed driver.

**G.** by a person other than an authorized Traveler with the minimum driver requirements.

**H.** outside of the United States except where such use is specifically authorized by the Contract.

**I.** off paved, graded or maintained roads, or driveways, except when the Contractor has agreed to this in writing beforehand. SUV's, cargo vans and pick-up trucks shall be allowed, with Contractor's prior written agreement, to operate off paved, graded or maintained roads and driveways or roads open for use by high-clearance vehicles (Maintenance Level 2 definition for roads in National Forests)

**J.** by a driver who allows more passengers to occupy the vehicle than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws.

**K.** by a driver who is under 18 years of age
**L.** by a driver or occupant who is smoking.

**M.** by a driver who obtained the vehicle through fraud or misrepresentation.

**N.** by a driver who intentionally caused the damage to or loss of the vehicle.

**O.** in a live artillery fire exercises, or used in training or tactical maneuvers.

**P.** Will not leave the keys in the vehicle while unattended. If vehicle is stolen, the Participant must be able to produce the keys.

**3.2** Participants shall not use passenger vans with a capacity of 10 or more passengers to transport children in the twelfth ($12^{th}$) grade or younger for school related functions.

**3.3** Participants shall not operate or use passenger vans with a capacity of 10 or more passengers in the District of Columbia, the States of Florida, Iowa, Maine, Massachusetts, New York, Rhode Island and the country of Canada.

**3.4** FULL FUEL TANKS: Participant shall return a vehicle to the Contractor with a full tank of fuel, or partially filled if the vehicle is an AFV that uses compressed

natural gas. If Participant returns the vehicle to Contractor with less than a full tank of fuel, Contractor may invoice Participant for the missing fuel at the average retail cost of fuel for the market at the return location.

**3.5** RETURN OF VEHICLE: The Participant shall return the vehicle to the agreed return location as specified on the Standard Rental document.

**3.6** FINES, EXPENSES, COSTS AND ADMINISTRATIVE FEES. Participant shall pay all fines, penalties and court costs for parking, traffic, toll and other violations, including storage liens and charges.

**3.7** - DRIVER QUALIFICATIONS -. At the time of reservation, Participant will provide the Participant account number. At the time of rental, the Traveler will present a method of payment, acceptable to Contractor and a valid driver's license.

**3.8** Participants should contract for vehicle rental in the most efficient and cost-effective manner resulting in the best value to the Participant. Participants and Travelers are encouraged to use the Contractor offering the lowest price vehicle rental choice under the Master Agreement.

## 4. ADMININISTRATIVE AND CONTRACT MANAGEMENT REPORTS; ADMINISTRATIVE FEES

### 4.1 ADMINISTRATIVE AND CONTRACT MANAGEMENT REPORTS

Contractor shall provide administrative and contract management reports at the times and in the manner set forth in this Section 4. "Volume Sales Reports", "Noncompliance Reports" and "Accident Reports" are defined in subsections 4.2 through 4.4.

**4.1.1 <u>Lead State on behalf of WSCA</u>**: Contractor shall provide quarterly to the WSCA Contract Administrator at Lead State on behalf of WSCA Volume Sales Reports and Noncompliance Reports for all use of the Master Price Agreement nationwide.
**4.1.2 <u>Oregon Price Agreement</u>**: For vehicle rentals to State, State Agencies, and other Oregon Participants, Contractor shall provide to the DAS SPO Contract Contact Person quarterly Volume Sales Reports, monthly Noncompliance Reports and monthly Accident Reports. Contractor shall submit to State such additional custom reports State may reasonably request. For itself and as Lead State on behalf of WSCA, State reserves the right to request Contractor to modify reports or create ad-hoc reports as needed.

**4.1.3 <u>Other Participating States</u>**: For vehicle rentals to Participants in each Participating State other than Oregon, Contractor shall provide to the Contract Contact Person for a Participating State quarterly Volume Sales Reports, monthly Noncompliance Reports, and monthly Accident Reports, or as otherwise agreed by Contractor and Participating State in the applicable Participating Addendum. Contractor shall submit to Participating State such

additional custom reports as Participating State may reasonably request. Participating State reserves the right to request Contractor to modify reports or create ad-hoc reports as needed.

**4.2 VOLUME SALES REPORTS.**

**4.2.1** **Reports to Lead State**. Contractor shall provide to the WSCA Contract Administrator at Lead State quarterly reports of all Services sold under the Price Agreement and Participating Addenda nationwide ("Volume Sales Report"). Contractor shall subtotal the Volume Sales Report by Participating State and shall include for each Participating State:

Participating State Name
Locations of rentals
Dollar volume of Services by locations subtotaled by month
Total dollar volume of Services.

**4.2.2** **Reports to Oregon**. For vehicle rentals to the State, State Agencies, and other Oregon Participants, Contractor shall provide to the DAS SPO Contract Contact Person quarterly reports of all Services sold under the Price Agreement. ("Total Dollar Amount for Quarter") Contractor shall report for each transaction:

Contractor transaction #
Location of rental
Vehicle size classification
Date of rental
Length of rental
Miles driven on vehicle
Unit price (rental rate) and extended total

Contractor shall compute the Total Dollar Amount for Quarter.

**4.2.3** **Reports to Participating States**. For vehicle rentals to the Participating State other than Oregon and to other Participants in that Participating State, Contractor shall provide to the Contract Administrator named in the Participating Addendum quarterly reports of all Services sold under the Price Agreement and Participating Addendum. ("Total Dollar Amount for Quarter") Contractor shall report for each transaction:

Contractor transaction #
Location of rental
Vehicle size classification
Date of rental
Length of rental
Miles driven on vehicle
Unit price and extended total

Contractor shall compute the Total Dollar Amount for Quarter.

**4.2.4 <u>Reportable Sales or Not</u>.** Contractor shall submit a Volume Sales Report each quarter to the WSCA Contract Administrator and the DAS SPO Contract Contact Person, whether or not there are reportable sales of Services. Participating State may specify in its Participating Addendum whether or not it requires a report in a quarter with no reportable sales. The report must contain complete and accurate details of the Services sold for the quarter just ended and (ii) such other information as Participating State may informally request. For purposes of the Volume Sales Report and administrative fees based on the Services sold, Contractor shall report the dollar volume of all Goods and Services for which Contractor charges Participant including optional purchases by Traveler but excluding fuel. Contractor is not obligated to report or pay administrative fees on taxes, assessments, fees, surcharges, or other charges itemized on the invoice which Contractor is required by a third party to collect.

**4.3. NONCOMPLIANCE REPORTS:** Contractor shall timely submit a report documenting when vehicles or Services were delivered that didn't meet the specifications of the Price Agreement ("Noncompliance Report"). This report shall include such events as vehicles not delivered with a full tank of gas, vehicles delivered un-clean, vehicles reserved weren't available at the time of pick up, and other noncompliant Services. Reports will include the date of rental, location of rental, the noncompliant event, and Participating State's name. Contractor shall collect and report data by Participating State.

**4.4 ACCIDENT REPORTS.** Contractor shall timely submit a report documenting accidents involving vehicles rented to Participants. ("Accident Report") Contractor shall collect and report data by Participating State.

Contractor shall report for each accident involving a vehicle rented under this Price Agreement and Participating Addenda:

Traveler Name
Participant Name
Date of Rental
Vehicle description
Location of Rental
Date of accident
Location of accident
Any police incident number and copy of any police report
Any claims made against vehicle rented.
Any action Contractor requests of the Participant or Traveler

**4.5 TERMS APPLICABLE TO ALL ADMINISTRATIVE AND CONTRACT MANAGEMENT REPORTS**

**4.5.1** **Report Format**. Contractor shall provide the report in Microsoft Excel spreadsheet or other format agreed in advance to by Contractor and the WSCA Contract Administrator.

**4.5.2** **Report Delivery**. Contractor shall provide reports electronically and send hard copies via regular mail. For electronic reports, Contractor shall either email reports to the applicable Contract Administrator, or provide reports on a diskette, CD, or other digital media.

**4.5.3** All reports shall identify the Master Price Agreement number.

**4.5.4** **Report Receipt and Acceptance.** The receipt or acceptance of any of the reports furnished pursuant to this Price Agreement or any Participating Addendum, or any sums paid hereunder, shall not preclude the Lead State or a Participating State from challenging the validity thereof at any time.

**4.5.5** **Compliance Audits.** During the term of this Price Agreement the WSCA Contract Administrator and DAS SPO will monitor the Contractor for compliance through the required monthly and quarterly reports. DAS SPO reserves the right to audit Contractor's Master Price Agreement and Contract files for purposes of determining compliance with the Master Price Agreement reporting requirements.

**4.5.6.** **Reporting Dates.** Contractor shall submit the monthly reports required by this Section 4 by the thirtieth (30th) day of the month following the reporting month. Contractor shall submit the quarterly reports required by this Section 4 by the thirtieth (30th) day of the month following the last month of the applicable reporting period. For the purposes of this Price Agreement, quarters end March 31, June 30, September 30, and December 31. LEAD STATE AND DAS SPO RESERVE THE RIGHT TO TERMINATE THE MASTER PRICE AGREEMENT IF CONTRACTOR DOES NOT SUBMIT ADMINISTRATIVE AND CONTRACT MANAGEMENT REPORTS AS SCHEDULED. A PARTICIPATING STATE MAY TERMINATE ITS ADDENDUM IF REPORTS ARE NOT RECEIVED AS SCHEDULED.

**4.6** **ADMINISTRATIVE FEES.** On the sale of Services to Participants, Contractor shall pay administrative fees at the times and in the manner set forth in this Section 4.6. For purposes of this section 4.6, quarters end March 31, June 30, September 30, and December 31. Administrative payments will be calculated using Volume Sales Reports furnished by Contractor for the most recent quarter. Contractor shall adjust the price accordingly to build in the administrative fee. Contractor shall not reflect or identify any administrative calculation or fee on any billing to a Participant that uses this Price Agreement.

**4.6.1 WSCA Administrative Fee.** The Contractor shall pay quarterly a WSCA administrative fee of 0.5% (0.005) of ALL sales under this Price Agreement on the schedule and using the method in Exhibit F. The WSCA administration fee is not negotiable. In addition to the WSCA administrative fee, some WSCA and non-WSCA member states may require that an additional fee be paid directly to the Participating State on purchases made by procuring entities within that Participating State. The Oregon administration fee is established in Section 4.6.2 below. For all other such state requests, the fee level, payment method and schedule for such reports and payments shall be as established in Section 4.6.3 or as otherwise incorporated in a Participating Addendum that is made a part of the Price Agreement. Contractor shall remit WSCA administration fee in immediately available funds to the person and address named in Exhibit F.

**4.6.2 Oregon Administrative Fee.**

**4.6.2.1** After the end of each quarter during the term of this Price Agreement, Contractor shall pay to State of Oregon, Department of Administrative Services (DAS) State Procurement Office (SPO), a Vendor Collected Administrative Fee (VCAF), in an amount equal to One Percent (1%) of Contractor's total sales made to Oregon Participants (State, State Agencies, ORCPP, other Oregon Participants) using this Price Agreement during the preceding quarter. DAS SPO will invoice Contractor for the VCAF based on the Volume Sales Report generated by the Contractor. Contractor is responsible for timely reporting and payment, regardless of entity that actually reports or makes VCAF payment to DAS SPO. This fee is in addition to the WSCA Administrative Fee.

**4.6.2.2 Payment of VCAF.** Upon receipt of the invoice from DAS SPO, Contractor shall remit payment to DAS SPO for the amount indicated on the invoice. Contractor shall contact the DAS SPO Contract Contact Person if no invoice in received within thirty (30) days after Contractor sends its quarterly Volume Sales Report to DAS SPO. Failure to submit the Volume Sales Report does not release Contractor from the requirement to timely remit required VCAF.

**4.6.2.3 Remittance Address.** The VCAF fee shall be in the form of a check remitted to:

State of Oregon
Department of Administrative Services/PFSS
Attn: State Procurement Office
1225 Ferry Street SE, U140
Salem, Oregon 97301-4285

**4.6.2.4 Interest.** Any payments Contractor makes or causes to be made to DAS SPO after the due date as indicated on the invoice, shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. DAS SPO's right to interest on late payments shall not preclude DAS SPO from exercising any of its other rights or remedies pursuant to this Price Agreement or otherwise with regards to Contractor's failure to make timely remittances.

**4.6.3 Participating State Administrative Rebate.** Except as otherwise agreed by Participating State and Contractor, Section 4.6.2 of this Exhibit A is incorporated by reference into any Participating Addendum under this Price Agreement. In incorporating Section 4.6.2, "Price Agreement" is deemed to mean "Participating Addendum"; "VCAF" is deemed to mean "Administrative Rebate"; "Oregon Participants" is deemed to mean "Participating State Participants" and "DAS SPO" is deemed to mean "Participating State" in all instances unless the context requires otherwise. Contractor shall remit the Administrative Rebate in the form of a check to the name and address identified in the Participating Addendum.

**NOTE:** The remit to address will be updated to reflect the Participating State entering into an Addendum.

## 5. OTHER TERMS AND CONDITIONS

### 5.1 OREGON STATE AGENCIES AUTHORIZED FOR LONG TERM RENTAL:

a) Except as provided in Section 5.1(b) and (c), Contractor may rent vehicles for a period exceeding 31 days under this Price Agreement only to the following State Agencies:

Department of Agriculture, Oregon Department of Fish & Wildlife, Oregon Department of Forestry, Department of Administrative Services, Department of Corrections, Oregon State Police, Oregon Department of Transportation, Oregon Department of Parks & Recreation.

b) Contractor may rent vehicles for a period exceeding 31 days under this Price Agreement to a State Agency not listed in Section 5.1(a) with approval for that State Agency in writing in advance from DAS, Statewide Fleet Administration, c/o the DAS SPO Contract Contact Person. DAS, Statewide Fleet Administration may issue the written approval via facsimile, email, or hard-copy; the approval may be for a single transaction or for all transactions during a named period of time.

c) Contractor may rent vehicles for 31 or more days to any participating ORCPP member.

**5.2 PARTICIPANT CONTACTS:** The Contractor shall develop and maintain a list of Participant contracts and designated billing office contacts. The Participant shall provide its designated Authorized Officer(s) and designated billing office contact(s). The Contractor shall add this information to the list upon receipt from the Participant.

**5.3 TRAINING REQUIREMENTS:** Contractor shall provide multi-Participant sales/training seminars including webinars for the purpose of acquainting Participants with the vehicle rental program including benefits, use of management information reports, optional program features, etc. These seminars shall be conducted at locations approved by the State at no cost to the States or Participants.

**5.4 DEDICATED WEB PAGE:** Contractor shall provide a dedicated webpage for each Participating State. The web page should contain the rates for that Participating State, local contact information, location information, guideline for setting up accounts and any other information reasonably suggested by Participating State that is needed or would be helpful in renting vehicles from the Contractor.

## 6. CONTRACT FORMATION.

**6.1** A Contract under this Price Agreement is effective when Participant requests one or more vehicles, whether that request is made by telephone or by facsimile or through electronic communication (e-mail or on-line booking) and when the Contractor delivers the requested vehicle(s) to Participant and Participant accepts the vehicle(s). Each Contract consists of the terms and conditions shown in the Price Agreement (including Exhibits), any applicable Participating Addendum, and the transaction details in the Standard Rental Form. Each such Contract is separate between the parties, enforceable in accordance with the terms thereof and independent of all such other contracts.

**6.2 USING STANDARD RENTAL FORM.** In lieu of a State purchase order form, Contractor will use a then-Standard Rental Form in the jurisdiction in which the vehicle rental occurs to document transaction details for each vehicle rental. Operative provisions in the Standard Rental Form will include designation of Participant and its Traveler; Services and products purchased under the terms of the Price Agreement (including invoicing details such as license plate number, delivery date and time, odometer at time of delivery and time of return, return date and time, reservation number, and invoicing address), disclosures and other language required in a vehicle rental agreement by the jurisdiction in which the vehicle rental occurs and any terms and conditions that do not directly conflict with the terms of the Price Agreement or Participating Addendum. Contractor may use the Standard Rental Form to assist in maintaining the inventory of its vehicles. Contractor and SPO acknowledge and agree that those pre-printed terms and conditions located in or incorporated by reference into the Standard Rental Form that directly conflict with the terms of the Price Agreement or a Participating Addendum, including, but not limited to, any section regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability are not binding on the parties and have no force or effect and are null and void with regard to vehicles delivered pursuant to the terms of this Price Agreement. The terms of the Price Agreement take precedence over and supersede all other conflicting terms and conditions, express or implied.

**6.3 ORDER OF PRECEDENCE.** In the event of any conflict or inconsistencies among Contract documents, the following order of precedence shall apply:

A. the terms and condition of the Price Agreement;
B. exhibits to the Price Agreement;
C. the transaction details contained in the Standard Rental Form.

The precedence of Participating Addenda that may be issued in relation to the Master Price Agreement is addressed in Section 3.2.4.

Note: Exhibit G contains terms and conditions published by WSCA. In the event of inconsistencies or contradictions between the WSCA terms and conditions and those of the Price Agreement or any individual Participating Addendum, the terms and conditions of the Price Agreement and the Participating Addendum control over those contained in Exhibit G, regardless of any statement to the contrary in Exhibit G.

**EXHIBIT B**

## INVOICING AND PAYMENT OF ACCOUNT CHARGES

**1. PAYMENTS.** All payments under this Price Agreement are subject to the provisions in this Exhibit B. Participant's payment obligation begins the day of delivery and acceptance of the rental vehicle and ends on the last day of the rental period or at the end of the day the vehicle is returned to the Contractor, whichever is later.

**2. METHODS OF PAYMENT** As payment for Services provided to State, State Agencies, ORCPP members and Oregon Participants authorized by the DAS SPO Contract Contact Person, Contractor shall accept credit card payments and shall bill Participant directly for Services not paid by credit card. Participating States and other Participants will choose whether to establish direct billing at the time of making the Participating Addendum between the Participant and the Contractor.

**2.1.1 STATE AUTHORIZED CORPORATE CARD PROGRAM** Contractor shall accept the Participant sponsored travel charge card for payment of rental charges. Frequent Travelers identified as such by their agency director may be issued a Participant sponsored travel charge card for business travel expenses.

**2.1.2 MAJOR CREDIT CARDS.** Contractor shall accept Visa, MasterCard, Discover, and American Express. Contractor shall not assess any additional fees or charges to Travelers or Participants when accepting these cards for payment. Contractor shall only post charges on the cards at the conclusion of the rental period. Any pre-charging of cards with estimated rental charges or changing the form of payment is strictly prohibited.

**2.2 CENTRALIZED CONSOLIDATED MONTHLY BILLING**

**2.2.1 ACCOUNTS.** Contractor shall establish a procedure by which Participant may open an account for the purpose of direct billing for Services purchased under this Price Agreement. Contractor shall keep any billing account opened under this Price Agreement separate from any other account maintained by Contractor for the Participant. Contractor agrees to look only to the Participant for payment of account charges.

**2.2.2 INVOICES.** For Participants with direct billing, Contractor shall provide invoices to each billing address indicated by the Participant during the account set up process. Contractor shall invoice Participant for Services at the rates specified in Exhibit E. Contractor shall invoice not more frequently than monthly. Contractor shall invoice Participant for Services within 5 days of month end. The invoice shall

include all transactions and adjustments completed during the billing cycle. Invoices shall contain at a minimum the following transaction information:

- license plate #
- delivery date and time
- odometer at time of delivery
- return date and time
- odometer at time of return
- reservation number

Contractor shall provide electronic invoicing at the Participant's request. Electronic invoices will be considered received at the time the Participant retrieves their invoice or a Participant's computer invokes a preset transmittal request (auto/dial feature) in its electronic mailbox or 24-hours after the Contractor submits the invoice to the electronic mailbox, which ever is earlier.

**2.2.3 CHANGES TO ACCOUNT.** Contractor shall send a written request to the Participant's Authorized Officer regarding any proposed changes to the Participant's account. Participant shall reply in writing approving or rejecting the account modification.

**2.2.4 PAYMENT OPTIONS.** Participants with direct billing shall have the option of payment by check, warrant, credit card or Electronic Funds Transfer (EFT). Participant shall submit payments to the Contractor at the address shown on the invoice.

**2.2.5 OVERDUE ACCOUNT CHARGES.** Contractor shall not charge Participants any annual fees, transaction fees, processing fees, report fees or any other fees for the administration of the direct billing account. Payment is due by Participant no later than 45 days from date of invoice. Payment will not be considered late if a check or warrant is post marked within that time. At Contractor's option, it may assess overdue account charges, in accordance with the provisions of ORS 293.462(3), up to a maximum rate of two-thirds of one percent per month (8% per annum) in accordance with the provision of ORS 293.462(4).

**2.2.5 EFT TRANSACTION PROCEDURES.** Contractor and Participant shall establish procedures for EFT transactions at the time of account setup for each Participant. In order to take advantage of any prompt payment incentives, Participants shall be encouraged to receive invoices electronically and make payments via EFT. In the event the Contractor, during the Contract term, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and required information specified above must be received by DAS SPO and each Participant's Contract Administrator at a minimum of thirty (30) days prior to the effective date of change. Contractor's failure to provide accurate information in a timely manner may delay payment of amounts otherwise properly due.

**2.3 ONE TRIP TRAVEL ORDER (OTTO):** The Hertz One Trip Travel Order is specially tailored to accommodate infrequent travelers, new or relocating employees, job applicants, or those requiring a one time rental. The OTTO simplifies company payment authorization for single rentals and offers these advantages: Listing of individual authorized rentals, expense control, no credit card requirement, billing conforms to most companies systems. OTTOs can be used with Hertz #1 Club Gold Service.

**2.4 RESOLUTION OF DISPUTES.** The Contractor shall provide resolutions of disputed amounts and shall make appropriate adjustments to Participants accounts. The Contractor shall provide the Participant Contract Administrator with a copy of all Contractor correspondence relating to disputed transactions.

## EXHIBIT C

## SCHEDULE OF INSURANCE

### 1. General Requirements

During the term of the Contract, Contractor shall maintain in full force and at its own expense each insurance coverage or policy noted below, from insurance companies that are authorized to transact insurance and issue coverage in the State of Oregon and are acceptable to State, evidence of Contractors self insurance program authorized by the State of Oregon Department of Consumer and Business services or a combination of both. Contractor shall maintain the same for each Participating State, as set forth in each respective Participating Addendum. The Contractor shall pay for all deductibles, self-insured retention and self-insurance included thereunder. If the Contractor is self-insured for any of the below required insurance coverage, the Contractor must provide proof of their organization's self-insurance program in the form and substance requested by DAS SPO.

### 2. Commercial General Liability

Contractor shall obtain, at its expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract, and is made on an occurrence basis. Combined single limit per occurrence shall not be less than $1,000,000. Each annual aggregate limit shall not be less than $1,000,000.

### 3. Automobile Liability Insurance: Automobile Liability

Contractor shall obtain, at its expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than $1,000,000.

### 4. Workers' Compensation

All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

### 5. Additional Insured

The liability insurance coverage, except Workers' Compensation, required for performance of the Contract shall include the Participant, and its departments, divisions, commissions, branches, officers and employees as Additional Insured but only with

respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**6. "Tail" Coverage**

If any of the required liability insurance is on a "claims-made" basis, "tail" coverage will be required at the completion of this Contract for the duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims-made" liability coverage for twenty-four (24) months following Contract completion. Continuous "claims-made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims-made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the end of the Contract. This will be a condition of the final acceptance of work or services.

**7. Notice of Cancellation or Change**

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from the Contractor or its insurer(s) to Participant. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by the Participant.

**8. Certificate(s) of Insurance**

Prior to performing under the Contract, as evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance for all required insurance to Participant prior to its commencement of work under this Contract. Contractor's failure to present the required documents shall result in immediate Contract termination. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insured (or Loss Payees).

**SECTION D - RESERVED**

# Exhibit E
# Pricing Sheet

## WSCA PRICING

| Vehicle Type | Hourly * | Daily | Weekly | 30 days | Long Term Rentals Daily Charge 31-90 days | 91-160 days | 161 + days |
|---|---|---|---|---|---|---|---|
| **Sedans** | | | | | | | |
| Compact | | $27.00 | $148.40 | $578.70 | $19.29 | $18.32 | $17.36 |
| Standard / Intermediate | | $31.00 | $170.52 | $664.20 | $22.14 | $21.04 | $19.93 |
| Full Size | | $33.00 | $181.51 | $707.10 | $23.57 | $22.39 | $21.21 |
| **Passenger Vans** | | | | | | | |
| Mini-Van | | $54.00 | $324.52 | $1,264.20 | $42.14 | $40.04 | $37.93 |
| 12 Passenger Van | | $74.00 | $434.49 | $1,692.90 | $56.43 | $53.61 | $50.79 |
| **SUV's** | | | | | | | |
| Sm. SUV (5 Passenger) | | $59.00 | $324.52 | $1,264.20 | $42.14 | $40.04 | $37.93 |
| Lg. SUV (7-8 Passenger) | | $79.00 | $434.49 | $1,692.90 | $56.43 | $53.61 | $50.79 |
| **Specialty** | | | | | | | |
| Luxury/Premium | | $79.00 | $434.49 | $1,692.90 | $56.43 | $53.61 | $50.79 |
| Jeep | | $79.00 | $434.49 | $1,692.90 | $56.43 | $53.61 | $50.79 |
| Convertible | | $79.00 | $434.49 | $1,692.90 | $56.43 | $53.61 | $50.79 |
| ***Green Vehicles*** | | | | | | | |
| Hy-Brid (Prius) | | $39.00 | $269.50 | $1,050.00 | $35.00 | $33.25 | $31.50 |
| Hy-Brid (Camry) | | $41.00 | | | | | |
| Alternative Fuel | | $49.00 | $269.50 | $1,050.00 | $35.00 | $33.25 | $31.50 |
| **Pick-Ups / Cargo** | | | | | | | |
| Small Pick-Up | | $79.00 | $434.49 | $1,692.90 | $56.73 | $56.61 | $50.79 |
| Large Pick-Up | | $99.00 | $544.53 | $2,121.30 | $70.71 | $67.18 | $63.64 |
| Cargo Van | | N/A | N/A | N/A | N/A | N/A | N/A |

* Hourly rates not available without enrollment in Connect by Hertz. See below for more information on Connect by Hertz.

| **International Locations** | **Discount** |
|---|---|
| Canada | 5% |
| Western Europe and Israel | 10% |
| Africa and Middle East | 10% |
| Latin America and Caribbean | 10% |
| Japan | 15% |
| Eastern Europe and Iceland | 5% |
| Asia and Pacific | 10% |

The price for international rentals does not include Sections 1.9 and 1.9.1 third party liability and loss damage waiver protection.

**Other Charges** **Prices subject to change**

| | | |
|---|---|---|
| Tire Chains | N/A | |
| Smoking damage/cleaning | | $150.00 |
| GPS Rental | $12.95/day, $64.95/week, $179.00/month | |
| Towing Packages | $ Not Available | |
| Sirius Satellite Radio | $3.00 per day | |

**One Way Differential Fee** $ 125.00 per rental for all 1 way rentals over 500 miles.

**Daily Loss of Use Fee (extraordinary charge – see Section 1.9)** $50.00

**City or State surcharge or differential rates:**
See Section 1.16.3

| | City | Daily Differential or Surcharge Rate |
|---|---|---|
| **CA** | Burbank AP | $3.00 |
| | John Wayne AP | $3.00 |
| | Oakland AP | $3.00 |
| | San Jose AP | $3.00 |
| | San Luis Obispo | $13.00 |
| **DC** | Washington | $8.00 |
| **ID** | Idaho Falls | $6.00 |
| | Boise | $6.00 |
| | Pocatello | $6.00 |
| | Sun Valley | $6.00 |
| **IL** | Chicago | $8.00 |
| **MA** | Boston | $8.00 |
| **MD** | Baltimore | $8.00 |
| **MI** | Detroit | $8.00 |
| **MT** | Missoula | $6.00 |
| | Butte | $10.00 |
| **NJ** | Newark | $19.00 |
| **NY** | JFK, LGA, Manhattan | $29.00 |
| **OR** | Bend | $10.00 |
| | Klamath Falls | $10.00 |
| | Medford | $10.00 |
| | Pendleton | $10.00 |
| | Redmond | $10.00 |
| | Salem | $10.00 |
| | Sun River | $10.00 |
| **PA** | Philadelphia | $8.00 |

| | | |
|---|---|---|
| **WA** | Pasco | $10.00 |
| | Pullman | $6.00 |
| | Spokane | $6.00 |
| | Walla Walla | $10.00 |
| | Wenatchee | $10.00 |
| | Yakima | $10.00 |

Connect by Hertz rates

These are standard Connect by Hertz rates. The rates shown below and the hourly rates will be negotiated prior to execution and entering the Connect by Hertz Program.

| Product/Service | Connect No Monthly Minimum | Connect 50 $50/month | Connect 125 $125/month |
|---|---|---|---|
| Discount | None | 10% | 15% |
| GPS | Free | Free | Free |
| Electronic Tolls | Cost of toll | Cost of toll | Cost of toll |
| iPod Adaptor | Free | Free | Free |
| Annual Membership | $50 | Free | Free |
| Application Fee | $25 | $25 | $25 |
| Damage Waiver | Included | Included | Included |
| Deductable | $250 | $250 | $250 |
| Liability Protection at state mandated minimum levels | Included | Included | Included |
| Free miles after ($0.45/mile) | 180/day | 180/day | 180/day |
| Fuel | Free | Free | Free |
| In-House Member Care Center | Included | Included | Included |
| 24-hr Roadside Assistance | Included | Included | Included |
| In-Car Communication | Included | Included | Included |
| Remote Unlock | Included | Included | Included |

Exhibit E - 1

# Pricing Sheet

## OREGON PRICING

| Vehicle Type | Hourly * | Daily | Weekly | 30 days | Long Term Rentals Daily Charge 31-90 days | 91-160 days | 161 + days |
|---|---|---|---|---|---|---|---|
| **Sedans** | | | | | | | |
| Compact | | $27.27 | $149.88 | $584.49 | $19.48 | $18.50 | $17.53 |
| Standard / Intermediate | | $31.31 | $172.23 | $670.84 | $22.36 | $21.25 | $20.13 |
| Full Size | | $33.33 | $183.33 | $714.17 | $23.81 | $22.61 | $21.42 |
| **Passenger Vans** | | | | | | | |
| Mini-Van | | $59.59 | $327.77 | $1,276.84 | $42.56 | $40.44 | $38.31 |
| 12 Passenger Van | | $79.79 | $438.83 | $1,709.83 | $56.99 | $54.15 | $51.30 |
| **SUV's** | | | | | | | |
| Sm. SUV (5 Passenger) | | $54.54 | $327.77 | $1,276.84 | $42.56 | $40.44 | $38.31 |
| Lg. SUV (7-8 Passenger) | | $74.74 | $438.83 | $1,709.83 | $56.99 | $54.15 | $51.30 |
| **Specialty** | | | | | | | |
| Luxury/Premium | | $79.79 | $438.83 | $1,709.83 | $56.99 | $54.15 | $51.30 |
| Jeep | | $79.79 | $438.83 | $1,709.83 | $56.99 | $54.15 | $51.30 |
| Convertible | | $79.79 | $438.83 | $1,709.83 | $56.99 | $54.15 | $51.30 |
| **Green Vehicles** | | | | | | | |
| Hy-Brid (Prius) | | $39.39 | $272.20 | $1,060.50 | $35.35 | $33.58 | $31.82 |
| Hy-Brid (Camry) | | $41.41 | | | | | |
| Alternative Fuel | | $49.49 | $272.20 | $1,060.50 | $35.35 | $33.58 | $31.82 |
| **Pick-Ups / Cargo** | | | | | | | |
| Small Pick-Up | | $79.79 | $438.83 | $1,709.83 | $57.30 | $57.18 | $51.30 |
| Large Pick-Up | | $99.99 | $549.98 | $2,142.51 | $71.42 | $67.85 | $64.28 |
| Cargo Van | | N/A | N/A | N/A | N/A | N/A | N/A |

* Hourly rates not available without enrollment in Connect by Hertz. See below for more information on Connect by Hertz.

| **International Locations** | **Discount** |
|---|---|
| Canada | 5% |
| Western Europe and Israel | 10% |
| Africa and Middle East | 10% |
| Latin America and Caribbean | 10% |
| Japan | 15% |
| Eastern Europe and Iceland | 5% |
| Asia and Pacific | 10% |

The price for international rentals does not include Sections 1.9 and 1.9.1 third party liability and loss damage waiver protection.

**Other Charges** **Prices subject to change**

Tire Chains N/A

| | |
|---|---|
| Smoking damage/cleaning | $150.00 |
| GPS Rental | $12.95/day, $64.95/week, $179.00/month |
| Towing Packages | $ Not Available |
| Sirius Satellite Radio | $3.00 per day |

**Daily Loss of Use Fee (extraordinary charge – see Section 1.9)** $50.00

**One Way Differential Fee** $ 125.00 per rental for all 1 way rentals over 500 miles.

**City or State surcharge or differential rates:**
See Section 1.16.3

| | City | Daily Differential or Surcharge Rate |
|---|---|---|
| **CA** | Burbank AP | $3.03 |
| | John Wayne AP | $3.03 |
| | Oakland AP | $3.03 |
| | San Jose AP | $3.03 |
| | San Luis Obispo | $13.13 |
| **DC** | Washington | $8.08 |
| **ID** | Idaho Falls | $6.06 |
| | Boise | $6.06 |
| | Pocatello | $6.06 |
| | Sun Valley | $6.06 |
| **IL** | Chicago | $8.08 |
| **MA** | Boston | $8.08 |
| **MD** | Baltimore | $8.08 |
| **MI** | Detroit | $8.08 |
| **MT** | Missoula | $6.06 |
| | Butte | $10.10 |
| **NJ** | Newark | $19.19 |
| **NY** | JFK, LGA, Manhattan | $29.29 |
| **OR** | Bend | $10.10 |
| | Klamath Falls | $10.10 |
| | Medford | $10.10 |
| | Pendleton | $10.10 |
| | Redmond | $10.10 |
| | Salem | $10.10 |
| | Sun River | $10.10 |
| **PA** | Philadelphia | $8.08 |
| **WA** | Pasco | $10.10 |
| | Pullman | $6.06 |
| | Spokane | $6.06 |
| | Walla Walla | $10.10 |

| | |
|---|---|
| Wenatchee | $10.10 |
| Yakima | $10.10 |

Connect by Hertz rates:

These are standard Connect by Hertz rates. The rates shown below and the hourly rates will be negotiated prior to execution and entering the Connect by Hertz Program.

| Product/Service | Connect No Monthly Minimum | Connect 50 $50/month | Connect 125 $125/month |
|---|---|---|---|
| Discount | None | 10% | 15% |
| GPS | Free | Free | Free |
| Electronic Tolls | Cost of toll | Cost of toll | Cost of toll |
| iPod Adaptor | Free | Free | Free |
| Annual Membership | $50 | Free | Free |
| Application Fee | $25 | $25 | $25 |
| Damage Waiver | Included | Included | Included |
| Deductable | $250 | $250 | $250 |
| Liability Protection at state mandated minimum levels | Included | Included | Included |
| Free miles after ($0.45/mile) | 180/day | 180/day | 180/day |
| Fuel | Free | Free | Free |
| In-House Member Care Center | Included | Included | Included |
| 24-hr Roadside Assistance | Included | Included | Included |
| In-Car Communication | Included | Included | Included |
| Remote Unlock | Included | Included | Included |

**Exhibit F**

# WSCA XYZ CONTRACT 2007- 2-
# Master Price Agreement #
# Contract Quarterly Administrative Fee and Sales Report

Contractor is required to pay quarterly an administrative fee of 0.5% (0.005) of ALL sales under this Master Price Agreement on the following schedule:

| Calendar Quarter Ending | Payment Due |
|---|---|
| March 31 (Jan, Feb and Mar) | April 30 |
| June 30 (Apr, May and Jun) | July 31 |
| September 30 (Jul, Aug and Sep) | October 31 |
| December 31 (Oct, Nov and Dec) | January 31 |

*Contractor will submit a copy of this form, completed and signed with each check.*

Submit check payable to NASPO; include Master Price Agreement number #_____ to:
WSCA/NASPO
c/o AMR Management Services
Attn: Program Manager
201 East Main Street, Suite 1405
Lexington, KY 40507

*All sales made during a calendar quarter should be reported and paid in that quarter. Failure to make payments and provide data is a violation of the terms of the contract you have signed and may result in default actions.*

**Section A (summary of sales by contractor)**

Contract No: _____ Contract Title: _____

Contractor Name: The Hertz Corporation Contact person: _____

Contract Term: _____ Contractor Signature: _____

Reporting Period (please circle one): Calendar Year (please circle one):

| | | | | |
|---|---|---|---|---|
| QTR1 QTR2 | 2007 | 2008 | 2009 | 2010 |
| QTR3 QTR4 | 2011 | 2012 | 2013 | 2014 |

Total Sales This Quarter: $
x 0.5% (0.005)
= $

Check here if sales are less than zero this quarter ☐

**Section B (state breakdown)**
Please provide total sales and breakdown of amount paid by states.

| State | Dollar Amount | State | Dollar Amount | State | Dollar Amount |
|---|---|---|---|---|---|
| Alabama | $ | Kentucky | $ | North Dakota | $ |
| Alaska | | Louisiana | | Ohio | |
| Arizona | | Maine | | Oklahoma | |
| Arkansas | | Maryland | | Oregon | |
| California | | Massachusetts | | Pennsylvania | |
| Colorado | | Michigan | | Rhode Island | |
| Connecticut | | Minnesota | | South Carolina | |
| Delaware | | Mississippi | | South Dakota | |
| District Columbia | | Missouri | | Tennessee | |
| Florida | | Montana | | Texas | |
| Georgia | | Nebraska | | Utah | |
| Hawaii | | Nevada | | Vermont | |
| Idaho | | New Hampshire | | Virginia | |
| Illinois | | New Jersey | | Washington | |
| Indiana | | New Mexico | | West Virginia | |
| Iowa | | New York | | Wisconsin | |
| Kansas | | North Carolina | | Wyoming | |

*Should equal total sales reported in Section A*

## Exhibit G

### Standard Contract Terms and Conditions
### Western States Contracting Alliance

**PARTICIPANTS:** Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, Wisconsin and Wyoming.

**QUANTITY ESTIMATES:** WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

**SPECIFICATIONS:** Any deviation from specifications must be clearly indicated by bidder, otherwise, it will be considered that the bid is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the bid states "No substitute". Bids will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance will not be considered.

**ACCEPTANCE OR REJECTION OF BIDS:** WSCA reserves the right to accept or reject any or all bids or parts of bids, and to waive informalities therein.

**BID SAMPLES:** Generally, when required, samples will be specifically requested in the bid invitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a bidder's request, transportation collect.

**CASH DISCOUNT TERMS:** Bidder may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

**TAXES:** Bid prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

**MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.
**PATENTS, COPYRIGHTS, ETC.:** The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

**AWARD:** The award will be made to the lowest responsive and responsible bidder meeting specifications and all bid terms and conditions. Unless stated in the bid requirements or special terms and conditions, WSCA reserves the right to award items separately or by grouping items, or by total lot.

**NON-COLLUSION:** By signing the bid the bidder certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

**CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part.

**DEFAULT AND REMEDIES:** Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future bid solicitations.

**LAWS AND REGULATIONS:** Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations.

**CONFLICT OF TERMS:** In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

**REPORTS:** The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

**HOLD HARMLESS:** The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

**ORDER NUMBERS:** Contract order and purchase order numbers shall be clearly shown on all acknowledgements, shipping labels, packing slips, invoices, and on all correspondence.

**GOVERNING LAW**: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement.

**DELIVERY:** The process bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

**AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

**ASSIGNMENT/SUBCONTRACT:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

**NONDISCRIMINATION:** The bidder agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the

Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The bidder further agrees to furnish information and repots to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Bidder agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the bidder fails to comply with the provisions of these laws and regulations. The bidder must include this provision in very subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

**SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**INSPECTIONS:** Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**PAYMENT:** Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance.

**FORCE MAJEURE:** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**FIRM PRICE:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract.

**EXTENSION OF PRICES**: In the case of error in the extension of prices in the bid, the unit prices will govern.

**BID PREPARATION COSTS**: WSCA is not liable for any costs incurred by the bidder in bid preparation.

**CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating sates to secure favorable treatment with respect to being awarded this contract.

**INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

**POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cites, etc.,) of the WSCA participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

Revision date: June 1994

## Exhibit H

**PARTICIPATING ADDENDUM**

*NAME OF CONTRACT*

MASTER PRICE AGREEMENT
Vendor Name Here

Contract Number A633xx

(Participating Entity Name)

**1. Scope**
(Briefly describe the jurisdiction of the governmental entity. If the jurisdiction includes all the governmental entities within an entire state, a statement to that effect will suffice)

**2. Changes:**
(Insert specific changes or a statement that no changes are required)

**3. Primary Contact:**
The primary participating entity contact for this Participating Addendum is as follows:

**Name:**
**Participating Entity Name:**
**Address:**
**Telephone:**
**Fax:**
**E-mail:**

The primary Contractor contact for this Participating Addendum is as follows:

**Name:**
**Contractor:**
**Address:**
**Telephone:**
**Fax:**
**E-mail:**

**4. Master Price Agreement Number:**
All order documents issued by procuring agencies within the jurisdiction of the Participating Addendum shall include the following price agreement number: A633xx (insert proper number as necessary).

**The Master Price Agreement Number MUST be shown on all order documents issued against this Agreement.**

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter

of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

*Signed by governmental entity or state and contractor*
IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

**Signatures as required by State Statutes, Rules or Policies**

***Note to participating entity:*** *See Price Agreement Exhibit B re election for direct billing*