NASPO ValuePoint Master Agreement #9409

This NASPO ValuePoint Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Hertz Corporation ("Contractor"). This Master Agreement is effective on the date that it has been signed by the parties and has been approved as required by applicable law ("Effective Date").

1. Master Agreement Order of Precedence

a. Any Request for Service placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA"), substantially in the form attached hereto as Exhibit A;

(2) NASPO ValuePoint Master Agreement and its exhibits:

Exhibit D- Provisions Required by Federal Law

Exhibit B - Description of Services and Products

Exhibit C - Rates

Exhibit F- Standard Rental Agreement

Exhibit A - Sample Participating Addendum

Exhibit E - NASPO ValuePoint Detailed Sales Data Report Form

(3) A Request for Services issued against the Master Agreement and a Participating Addendum or other agreed upon ordering process set forth in the Participating Addendum;

(4) Any terms and conditions provided electronically or online or as part of Services or Product materials or descriptions or guidelines. Including the Contractor's Standard Rental Agreement attached hereto Exhibit F; and

(5) Any Contractor's online or third party terms and conditions.

b. These documents shall be read to be consistent and complementary. Any conflict among

these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Authorized User Data means all information and data created by or in any way originating with Authorized User, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with Authorized User, whether such data or output is stored on Authorized User's hardware, Contractor's hardware or exists in any system owned, maintained or otherwise controlled by Authorized User or by Contractor.

Authorized User includes NASPO ValuePoint employees, employees of Participating Entities, and Authorized Travelers (or their agents).

Contract means any agreement between Contractor and Purchasing Entity for the Services or Products, including a Request for Service or Standard Rental Agreement attached hereto as Exhibit F.

Contractor means the person or entity delivering the Services or Products under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State of Oregon which is centrally administering Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the members of the NASPO ValuePoint Cooperative Purchasing Program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports

and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of a Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Master Agreement.

Purchasing Entity means a Traveler or a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Request for Service against the Master Agreement and a Participating Addendum and becomes financially committed to the purchase.

Request for Services means the process or method for ordering or request initiated by an Authorized User requesting Services, whether in person, in writing, by phone or other electronic means.

Services means the car rental services be provided by Contractor including access to or use of Contractor's website pursuant to a Request for Services as described in Exhibit B.

Traveler means the person authorized to acquire Services (for official business) under this Agreement.

3. Term of the Master Agreement; Non-exclusivity

a. The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for four (4) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. This Master Agreement is not exclusive. Purchasing Entities retain the right to contract for Services both through any selection process authorized by law, or to perform the Services themselves. Neither NASPO ValuePoint nor the Lead State guarantees that any specific number of Contracts will be issued or that any specific amount of r Services will be required.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Request for Service by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Requests for Service, governing law and venue relating to Requests for Service by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Request for Services or contract) used by the Purchasing Entity to place the Request for Service.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating 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.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the Requests for Service or orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program

for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports:

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Request for Services identifier/number(s); (5) Request for Services Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Request for Services date; (7) Ship Date; (8) and line item description. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Exhibit D.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in,

Requests for Service or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. RESERVED

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least (30) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Requests for Service

13. Request for Services

a. Master Agreement and Request for Services numbers or confirmation number shall be clearly shown on all acknowledgments, invoices, and on all correspondence.

b. Purchasing Entities may define entity requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Request for Services or other appropriate commitment document under the law of the Purchasing Entity. Requests for Service may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

e. Establishment of Account. From time to time, Purchasing Entities may request and work with Contractor to establish an account and the applicable documentation and processes permitting Authorized Users to obtain one or more of the Services described in the Scope of Services attached hereto as Exhibit B.

DAS, upon agreement with Contractor, may add related services to this Agreement.

f. Once an account is established and the Purchasing Entity and Contractor have agreed upon an ordering process, Authorized Users may order or submit requests for one or more of the Services by a method and in a form to be agreed upon between Contractor and Purchasing Entity, substantially in the form attached hereto as Exhibit F, Standard Rental Agreement.

g. This Agreement is not exclusive. A Purchasing Entity currently may have one or more agreement(s) for the Services or similar services or products. Purchasing Entity may request Services from and enter into agreements with Contractor pursuant to the terms and conditions of this Agreement and the Participating Addendum. Contractor may provide Services to any third party, provided Contractor may not sacrifice the quality of the Services provided to Purchasing Entity for the benefit of another client.

h. All Requests for Service issued pursuant to this Master Agreement, at a minimum, shall include:

(1) The Services being provided;

(2) The place and requested time of delivery;

(3) A billing address;

(4) The name, phone number, and address of the Purchasing Entity representative;

(5) The pricing elements consistent with this Master Agreement;

(6) A ceiling amount of the order for services being ordered; and

(7) The Master Agreement identifier.

g. All communications concerning administration of Requests for Service placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Request for Service.

h. Requests for Service must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Requests for Service then outstanding at the time of such expiration or termination. Contractor shall not honor any Requests for Services placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Requests for Service from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Reserved

15. Laws and Regulations

Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations, including the Federal Terms and Conditions set forth in Exhibit C.

16. Reserved

17. Payment

Payment after Acceptance is normally made within 30 days following the completion of the rental period 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, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Contractor represents and warrants that:

(a) Contractor has the power and authority to enter into and perform this Master Agreement;

(b) This Master Agreement, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;

(c) Contractor shall, at all times during the term of this Master Agreement, be qualified, professionally competent, and duly licensed to perform the Services;

(d) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;

(e) The Services delivered by Contractor will materially comply with any service descriptions, specifications, standards or requirements set forth in this Master Agreement; and

(f) Warranties cumulative. The warranties set forth in section are in addition to, and not in lieu of, any other warranties set forth elsewhere in this Master Agreement.

19. Right to Use

Contractor grants to the Purchasing Entity and Authorized Users the right to use any websites or applications necessary for the Services.

General Provisions

21. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports or Contractor may provide such coverages as a self-insurer. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(3) Collison Damage Waiver:

(4) Automobile Liability Insurance. Contractor shall provide Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than $1 Million for bodily injury and property damage.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names Oregon, and the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Request for Services.

22. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Requests for Service placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a

Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Service or Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than

what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of to identify of any entity seeking access to the Confidential Information described in this subsection.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Services accepted, rights attending any warranty or default in performance in association with any request for Service or Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Request for Services, a

Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Request for Services, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Request for Services shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Request for Services.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Services or Product or their use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Services or Product with any other product, system or method, unless the Services or Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
(b) specified by the Contractor to work with the Services or Product; or

(c) reasonably required, in order to use the Services or Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available service, product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Services or Product in combination with such service, product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Request for Services issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

38. Attorney's Fees

Notwithstanding any other provision set forth herein neither Contractor nor Participating Entity shall be liable for the other parties' attorneys' fees and costs except as provided for in Section 33 of this Master Agreement.

Authorized Signatures:

Contractor: The Hertz Corporation

By: _____

Title: Director of Govenment Sales Date: 5/21/2019

The State of Oregon acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services

By: _____

Title: Deputy State CPO Date: 5/21/19

Approved pursuant to ORS 291.047

Oregon Department of Justice

By: Karen Johnson
Sr. Assistant Attorney General

Date: Via email on May 16, 2019

Exhibit B to NASPO ValuePoint Master Agreement

Description of Products and Services

GENERAL DESCRIPTION OF SERVICES: Contractor shall provide the following Services:

SECTION 1: General:

1.1 **Licensing Requirements**: Contractor shall secure, maintain and pay for any federal, state and local licenses required to provide the services referenced is awarded a Maser Agreement (MA).

1.2 **Implementation:** Each Participating Entity shall sign a Participating Addendum with the Contractor. An implementation plan shall be part of each Participating Addendum. Implementation plan can include but is not limited to:

- Creation of Reservation web page.
- Creation of customer codes.
- Creation of Customer Discount Code Program (CDP's).
- If allowed per Participating Addendum, Contractor Loyalty Program.
- Development of marketing/communication plans, dates and tools.
- Develop reporting needs.

1.3 **Promotion:** Contractor shall work with the Participating Entity for approval of all marketing materials prior to release. Messaging may include but is not limited to email promotion campaigns, state wide conference attendance and in person meetings with participating Entity's.

Contractor shall emphasizes education in its marketing and promotional efforts. The focus will be directly addressed within the scope of service for our contracts with

Participating Entity. Quarterly newsletters will be published that focus on clarification of the "scope" varies including issues that can be found in our MA.

Contractor shall work with cooperative development coordinators and education and outreach team to both further educate current contract uses and to add additional participants to the program.

The Contractor shall inform travelers of the car rental program. In addition the Contractor's representatives within each Participating State, Contractor will develop a

comprehensive marketing plan to assist with the communication. Listed below are some marketing developments that could be developed when appropriate:

- Develop press release announcing program.
- Set up stakeholder meetings
- Develop monthly email educational campaign for eligible Participating State's and Participating Entity.
- Develop FAQ and summary overview for distribution and posted to web page.
- Develop Participating State Car Rental Program brochure
- Host informational webinars for travelers.
- Set up special Gold Plus Rewards and Hertz.com Reservations links, if applicable within Participating State policies.
- Provide communication of Gold Plus Rewards and Hertz.com Reservations. Options, if applicable within Participating State policies.
- Conduct Political Sub-Division Program Rollout.
- Display program at state procurement conferences.
- Provide management reporting.
- Continue to work with NASPO Cooperative Development Coordinators and Education & Outreach team to promote the contract.

1.4 Provide the Participating Entity car rental Services from nationwide locations on the terms and conditions in MA. A Participating Entity may purchase any quantity of Services listed in the MA at the prices listed in the awarded MA.

1.5 Rent to any Traveler who possesses a valid driver's license, is at least 18 years of age or older and has a form of payment allowed an MA. No additional prequalification is required either via oral or written inquiry and no minimum age surcharge will be on MA rates. The Contractor shall also allow under the same terms and conditions of the MA more than one Traveler to drive a rental vehicle including another Participating Entity employee traveling with the Traveler.

1.5.1 Rental receipts must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges that are not included in the MA rates.

1.5.2 Rental Conditions: The awarded MA is a rental only Agreement and nothing herein contained shall be construed as transferring to Participating State or Participating Entity 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 or lease agreement.

1.5.3 **Maintenance and Operating Expenses:** Traveler will be responsible for is gasoline and other expenses as required by law. All other maintenance and operating expenses (including insurance) are the responsibility of the Contractor.

Contractor shall only rent vehicles that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable

1.5.4 **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.

1.5.5 Assignment: Purchasing Entity and Traveler will not assign a Contract or permit anyone other than a properly authorized and licensed Traveler to operate any rental vehicle.

1.6 **Accidents:** Purchasing Entity shall require the 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. Purchasing Entity and Traveler shall cooperate with Contractor in the investigation of all such claims and demands and in the recovery of damages from liable third persons.

1.6.1 Liability for Rental Vehicle: Contractor shall hold State, Purchasing Entity and Traveler harmless from any physical damage, loss, vandalism, fire or theft of the rental vehicle provided rental vehicle was not used by the Purchasing Entity or Traveler in any manner listed in Exhibit B Section 4.1. The Contractor shall not charge the State, Purchasing Entity 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 Master Agreement. Contractor specifically waives any right to submit any claim against the State, Purchasing Entity 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 Purchasing Entity or Traveler in any manner listed in Exhibit B Section 4.1. Notwithstanding above, Travelers shall not smoke in Contractors vehicles, and Contractor may charge Purchasing Entity for any smoking damages caused by Traveler or Traveler's passengers in the vehicle while in Traveler's **possession.**

1.6.2 **Liability Protection for Rental Vehicle:** Contractor shall include liability protection with each vehicle rental transaction to Purchasing Entity for a vehicle operated in compliance with the terms of the Contract. This liability protection shall extend third party liability protection to Purchasing Entity 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, provided the rental vehicle was not used by the Purchasing Entity or Traveler in violation of the provisions of this Agreement.

1.6.3 **Property in the vehicle:** Contractor is not responsible for loss of or damage to any Participating Entity or Traveler's personal property in or on the vehicle, in any service vehicle, on Contractors premises, or received or handled by Contractor.

1.7 **Reservation:** Contractor shall accept reservations made at least 24 hours in advance on local rentals.. If a Traveler walks into a Branch location, the rental rates shall be honored on the cars available at the time of Request for Services. Reservations may be made by Participating Entity or Traveler, contracted travel agencies. Reservations shall guarantee vehicle availability including automatic, no-added -cost substitution. Reserved vehicle will be held for 3 hours after the Traveler's estimated time of arrival prior to release. Whenever possible, the Participating Entity 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, Participating Entity or Traveler be liable for payment of "no shows". Travelers and Purchasing Entity's will cancel reservations in the same manner they were made when possible.

1.7.1 **Reservation Systems/Options:** Contractor shall maintain an internet reservation system where Travelers can access the rates in MA. Contractor shall make available contracted rates under an MA on all major Global Distribution Systems (GDS). Contactor shall maintain a toll free 24 hour 365 days a year reservation phone number where Contractor's agents have access to the rates in MA. This telephone number must be available by a toll free line. 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 MA rates and terms and conditions contained in this MA.

1.7.2 **Short Notice Reservation:** Contractor shall not charge additional fees for short reservations.

1.8 **Vehicle Demand**: Contractor shall attempt to meet 100% percent of Purchasing Entity 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 in MA.

1.8.1 **Vehicle Pick Up/ Return:** Contractor must ensure this process is expedited and easy for the Traveler. 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 service pickup must be available within 15 minutes of Traveler's notification to Contractor. Vehicle pickup should routinely be within a total of 30 minutes from initial contact with the Contractor. Off-Airport locations are generally open from 7:30 AM – 6:00 PM Monday – Friday, local time, see Contactor link for additional information
https://www.hertz.com/rentacar/location

1.8.2 Contractor may request Traveler to sign Contractor's Standard Rental Form as described in Section 13. 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.

1.8.3 **Preferred Customer Lane:** Contractor shall provide features specifically designed to expedite the rental car process for the Traveler. Traveler pick up and drop off services is available from Contractor within a 10 mile radius of Contractors locations with confirmed reservations.

1.9 **Contractor Rental Sites not at Airports:** Contractor shall ensure all Contractor locations MA prices and terms and conditions are available and that there is 100% percent MA adherence. Contractor shall provide seamless service and full compliance with the terms and conditions is awarded a MA at all Contractor locations. Parking spaces for Traveler's personal vehicle may be provided where available.

1.10 **Airport and Branch Locations:** Contractor shall have in-terminal counters and Branch locations that are permanent counters. Airport locations at the 2017 top 50 commercial airline airports as shown at:
https://www.rita.dot.gov/bts/sites/rita.dot.gov.bts/files/publications/national_transportation_statistics/html/table_01_44.html

Locations must be well-lighted, clean, properly maintained and clearly identified as the Contractors vehicle rental counter.

SECTION 2: RATE STRUCTURE

Rates under the MA are not subject to blackout dates and do not require a minimum rental period.

2.1 **Round Trip Rentals:** Contractor shall charge only the MA 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.

2.2 **Rates 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 Purchasing Entity 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.

2.3 **One Way Rentals:** Contractor will charge the base rate and allowable charges identified 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 $125 rental differential fee.

2.4 **Daily Surcharge:** Contractor may charge a daily surcharge in addition to the daily rate at the amount and in those markets identified in the rates set forth in Exhibit C.

2.5 **Fact-Finding Assistance:** The Contractor shall assist any investigative unit of the Participating Entity or Traveler concerning alleged wrongdoing or suspected fraud or abuse by any Travelers or those entities doing business with the Contractor. Reciprocal assistance from the Purchasing Entity with regard to investigations shall be provided to the Contractor.

2.6 **Roadside Assistance:** Contractor shall provide a toll-free roadside assistance number 24 hours a day, 365 days a year. At the rates listed in MA, Contractor's Roadside Assistance Department shall assist Traveler with problems.

2.6.1 Vehicle Breakdowns-Roadside Assistance

Basic Roadside Assistance is included in the rate. Located in the Hertz Worldwide Reservation / Service Center, Basic Emergency Roadside.

Service (ERS) is included at no additional cost on all Hertz rentals. Basic service covers vehicle repairs and/or vehicle exchanges necessary as the result of mechanical failures. The 24 hour ERS telephone number is 1-800-654-5060 and information is displayed on each Hertz vehicle. ERS department is staffed 24 hours a day and 7 days a week including holidays. Hertz Basic Emergency Roadside Service is included with every rental to help with occasional mechanical defects that can occur. Costs for services required to remedy customer induced problems may be passed onto the customer.

Contractor's Roadside Assistance Department shall work with Travelers to ensure the proper solution is found in a timely manner by utilizing Contractor local rental office,

manufacturer's programs, dealer networks or other vendors. Contractor shall provide instructions for reporting accidents and any other roadside problems in the Standard Rental Form, which is provided to the customer Traveler at the counter.

If experiencing any operating problems, the Traveler may choose to return the vehicle to a Contractor branch location at his or her convenience or request a different vehicle to be brought to a specific location as soon as possible.

2.7 **Toll Pass (Hertz Plate Pass):** All of our vehicles in Florida, Colorado, Hawaii, the Greater San Francisco Bay Area and Northern California are PlatePass® enabled see link for updated cities. There is no need to sign up or reserve anything. If the cashless toll lanes are used drive through. In these areas, the rental car license plate acts as the transponder.

For a list participating PlatePass roads and more information:
https://www.PlatePass.com/locations

Fee: Hertz Participating Entity's will pay a convenience fee of $5.95 (subject to change without notice), for each calendar day tolls are incurred, plus the posted cash toll rate for any incurred tolls. After the rental car is returned, the credit card will be charged separately for the posted cash toll rate for the tolls used and the applicable convenience fee. Charges will appear on the credit card by PlatePass®. An itemized listing of all tolls and charges will be sent by mail.

2.8 **Travelers with Disabilities:** The Americans with Disabilities Act (ADA), which became effective January, 1992 provides for a "clear and comprehensive national mandate" for the elimination of discrimination against individuals with disabilities.

2.8.1 Reservations

Travelers can place reservations that require special attention or equipment designed to assist Travelers that are physically, visually or mobility challenged. Reservations are suggested, but not required for vehicles equipped with hand controls and/or steering wheel spinner knobs. The Contractors customer service center will accept/confirm reservations for Travelers requesting these services as follows:

Contractor operated On-Airport Wheelchair Accessible Buses these are general purpose buses that can also transport customers using mobility devices such as wheelchairs, 3-wheel scooters, walkers, and canes.

2.8.2 **Hand Controls and/or Spinner Knobs.** Hand controls are devices which attach to the gas and brake pedals of the car, which enable a physically challenged person to drive the vehicle without using their legs. Hand controls are available at all Contractors U.S. locations. Left and right hand controls are offered, with restrictions. Left and Right Hand Controls are available at no additional fee. Advance booking on hand controls varies from 8 to 72 hours and will determine confirmation of your reservation.

2.8.3 **Traveler in a wheelchair within the U.S.,** Contractor provides wheelchair-accessible Courtesy Buses at most airport busing locations. These are general purpose buses that can also transport customers in wheelchairs. Contractor has installed a wheelchair-accessible van at each corporate airport busing location that is not serviced by wheelchair-accessible courtesy buses. The purpose of these vans is to transport customers with disabilities from the terminal to their vehicle and vice versa.

2.8.4 **Service Animals:** Instances in which a Traveler is accompanied by a service animal trained to assist the physically or visually challenged. Service animals are permitted on Courtesy Buses and vans in the following circumstances:

- When assisting a Traveler is in a wheelchair.
- When assisting a Traveler that is visually challenged.
- If the animal is in training to assist physically or visually challenged individuals.
- The trainer must produce appropriate identification of the fact.

2.8.5 **Accompanied Rentals:** Travelers with disabilities who do not drive, an accompanying person who has a valid license and meets the same age requirements as the renter may be designated as the driver of the Contractor vehicle even though the credit card and/or driver's license will not be in the same name. In this situation, the driver is considered an Authorized Operator and no additional fee will apply. Contractor may request additional information on the driver, by completing the manual Additional Authorized Operator form used for Retail rentals.

Drivers for physically challenged travelers are considered authorized operators under the terms of the rental agreement and are subject to the regular policies of an authorized driver, see ttps://www.hertz.com/rentacar/reservation/reviewmodifycancel/templates/rentalTerms.jsp?KEYWORD=OPERATORS&EOAG=YYZT11 for further information.

2.8.6 **Hearing Impaired Customers**: Hearing impaired travelers may make reservations through the Customer Contact Center by using their TDD (Telecommunications Device for the Deaf) and dialing 800/654-2280. Signs have been installed at most (if not all) airport locations directing hearing impaired customers to the Airport Telephone Device for the Deaf (TDD), if they need assistance. The call goes to a Customer Contact Center Agent who can communicate with the customer via TDD. The Customer Contact Agent will then call the location on the customer's behalf to dispatch a Courtesy Bus to pick up the hearing impaired customer.

2.9 **Environmental Awareness:**

2.9.1 Hybrid Vehicles

Contractor shall provide hybrid vehicles at most of its locations; however, Contractor shall have designated locations ("green branches") where the demand warrants a higher concentration of hybrid vehicles. Pricing for hybrid vehicles is located in the Pricing sheet.

2.9.2 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.

2.9.3 **Sustainability**: Quarterly Carbon emissions reporting, upon request neutralize Participating States and Participating Entity's carbon footprint.

SECTION 3: VEHICLE REQUIREMENTS:

Contractor shall maintain an adequate number of vehicles on hand to meet the needs of Participants with advance reservations. Non- Smoking Vehicles shall be provided for all Travelers Rentals.

3.1 Required Vehicles and Equipment: Contractor shall only provide Purchasing Entity's and Travelers 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 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.

3.2 At time of vehicle pickup, Contractor shall ensure the rental vehicle has 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.

3.3 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 Purchasing Entity to attempt to resolve any issues in advance of any Contractor action to repossess the vehicle.

3.4 **Vehicle Classes:**

- Sedans: Economy/ Compact, Intermediate/ standard, and full size.
- Passenger Vans: Mini Vans and 12 passenger vans.

- SUV's: Mid/Standard SUV and full size/ Premium SUV
- Pick-ups: Small truck and Large Truck

  Other Categories:
- Premium and Intermediate Hybrid.
- 15 Passenger vans may be available under this MA Pursuant to an agreement between Participating Entity, Participating Addendum. Traveler is renting a 15 passenger van they must be at least 25 years of age and have a commercial driver's license.

SECTION 4: PARTICIPANT RESPONSIBILITIES

4.1 PROPER USE OF VEHICLE:

4.1.1 Purchasing Entity and Traveler agree 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. 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.

q. Not use passenger vans with a capacity of 10 or more passengers to transport children in the twelfth (12th) grade or younger for school related functions.

r. Not operate or use passenger vans with a capacity of 10 or more passengers in the country of Canada.

4.2 **Full Fuel Tanks:** Traveler shall return a vehicle to the Contractor with a full tank or at the same fuel level at the time of rental pick up, or partially filled if the vehicle is an alternative Fuel Vehicle that uses compressed natural gas. If Participant returns the vehicle to Contractor with less fuel than at the time of pick up, Contractor may invoice Participant for the missing fuel at the average retail cost of fuel for the market at the return location.

4.3 **Return of the Vehicle:** Traveler shall return the vehicle to the agreed return location as specified on the Standard Rental document. An hourly over time charge at one third of daily rental rate up to a maximum of the daily rental rate will be charged.

4.4 **Citations or Violations:** 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.

4.5 **Traveler Reservation:** At the time of reservation, Purchasing Entity or Traveler 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. Family members and friends of the Traveler shall not receive contracted rates, only the Participating Entity and Traveler on official Business.

4.6 **Master Agreement Contractor Choice:** Purchasing Entity or Traveler should contract for vehicle rental in the most efficient and cost-effective manner resulting in the best value to the Purchasing Entity. Purchasing Entity's and Travelers are encouraged to use the Contractor offering the lowest price vehicle rental choice under the Master Agreement.

Exhibit D to NASPO ValuePoint Master Agreement
PROVISIONS REQUIRED BY FEDERAL LAW

Without limiting the generality of Section 15 of the Master Agreement, if applicable, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements. For purposes of this Master Agreement, all references to federal laws are references to federal laws as they may be amended from time to time.

1. Equal Employment Opportunity. If this Master Agreement, including amendments, is for more than $10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

2. Clean Air, Clean Water, EPA Regulations. If this Master Agreement, including amendments, exceeds $100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Participating Entity or Purchasing Entity, HHS and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than $100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

3. Energy Efficiency. Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

4. Truth in Lobbying. The Contractor certifies, to the best of the Contractor's knowledge and belief that:

4.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

4.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative

agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

4.3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

5. HIPAA Compliance. If the work performed under this Master Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, work performed under this Master Agreement is covered by HIPAA. Contractor shall comply and cause all subcontractors to comply with the following:

5.1. Privacy and Security Of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and Participating Entity or Purchasing Entity for purposes directly related to the provision of services to clients which are funded in whole or in part under this Master Agreement. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Participating Entity or Purchasing Entity Privacy Rules, OAR 407-014-0000 et. seq., or the Participating Entity or Purchasing Entity Notice of Privacy Practices, if done by Participating Entity or Purchasing Entity. A copy of the most recent Participating Entity or Purchasing Entity Notice of Privacy may be obtained from Participating Entity or Purchasing Entity.

5.2. Data Transactions Systems. If Contractor intends to exchange electronic data transactions with Participating Entity or Purchasing Entity in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDI Trading Partner Agreement with Participating Entity or Purchasing Entity and shall comply with the Participating Entity or Purchasing Entity EDI Rules.

5.3. Consultation and Testing. If Contractor reasonably believes that the Contractor's or the Participating Entity's or Purchasing Entity's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the Participating Entity's or Purchasing Entity's HIPAA officer. Contractor or Participating Entity or Purchasing Entity

may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the Participating Entity's or Purchasing Entity's testing schedule.

5.4. If Contractor is deemed to be a business associate of Participating Entity or Purchasing Entity under HIPAA's Privacy Rule, 45 CFR Parts 160 and 164, Contractor hereby provides Participating Entity or Purchasing Entity with satisfactory assurances that if it receives from Participating Entity or Purchasing Entity or any trading partner any protected health information of any individual, it shall maintain the security and confidentiality of such information as required by the HIPAA's Privacy Rule, and other applicable laws and regulations. Without limiting the foregoing, Contractor agrees that:

5.4.1. Contractor will not use or further disclose Protected Health Information otherwise than as permitted or required by this Master Agreement or as required by law;

5.4.2. Contractor will use appropriate safeguards to prevent use or disclosure of PHI otherwise than as provided for by this Master Agreement;

5.4.3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of the Master Agreement;

5.4.4. Contractor will report to Participating Entity or Purchasing Entity any use or disclosure of PHI not provided for by this Master Agreement of which Contractor becomes aware;

5.4.5 Contractor agrees to ensure that any agents, including subcontractors, to whom it provides PHI, agree to the same restrictions and conditions that apply to Contractor with respect to such information;

5.4.6. Contractor shall make available to Participating Entity or Purchasing Entity such information as they may require to fulfill their obligations to account for disclosures of such information;

5.4.7. Contractor shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the Participating Entity or Purchasing Entity or trading partner (or created or received by Contractor on behalf of Participating Entity or Purchasing Entity or trading partner) available to Participating Entity or Purchasing Entity and to the Secretary of the United States Department of Health and Human Services, for purposes of determining Participating Entity's or Purchasing Entity's or trading partners' compliance with HIPAA; and

5.4.8. If feasible, upon termination of this Master Agreement, Contractor shall return or destroy all PHI received from Participating Entity or Purchasing Entity or trading partners (or created or received by Contractor on behalf of Participating Entity or Purchasing Entity or trading partners) that Contractor

still maintains in any form, and shall retain no copies of such information or, if return or destruction is not feasible, Contractor shall continue to extend the protections of this Master Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

Subject to the foregoing restrictions, Participating Entity or Purchasing Entity agrees that Contractor may use such PHI in the process of providing transaction mapping, trading partner profiling and training and mentoring services for Participating Entity or Purchasing Entity and trading partners under this Master Agreement.

6. **Resource Conservation and Recovery.** Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

7. **Substance Abuse Prevention and Treatment.** Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64).

8. **Audits.** Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

9. **Debarment and Suspension.** Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

10. **Medicaid Compliance.** To the extent Contractor performs any work whose costs are paid in whole or in part by Medicaid, Contractor shall comply with and cause its subcontractors to comply with the federal and State Medicaid statutes and regulations applicable to the work, including but not limited to:

10.1. Keeping such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information to Participating Entity or Purchasing Entity, the Secretary of Health and Human Services, and as otherwise directed by Participating Entity or Purchasing Entity;

10.2. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;

10.3. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and

10.4. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.

Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving Medicaid, language requiring the subcontractor to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

11. Americans with Disabilities Act. Contractor shall comply and cause all subcontractors to comply with Title ll of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work.

12. Pro-Children Act. Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

13. Federal Tax Information. Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.

14. Educational Records. Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

Exhibit E - NASPO ValuePoint Detailed Sales Data Report Form

(Enter Quarter) (Year)
NASPO Quarterly Revenue
Totals

State	Total Revenue	Total NASPO 0.5%
	$	$
	$	$
		$
	$	$
	$	$
	$	$
		$
Total:	$	

Exhibit F – Standard Rental Agreement
See attached