VALUEPOINT MASTER AGREEMENT

NASPO ValuePoint Master Agreement for Passenger Vehicle Rental and Box Truck Rental

PO-10700-00043390

This NASPO ValuePoint Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, State Procurement Services ("DAS SPS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and The Hertz Corporation ("Contractor").

This Master Agreement sets forth the terms and conditions applicable to Purchasing Entity's rental of **Passenger Vehicle Rental Services and Box Truck Rental** that are subject to this Master Agreement. Purchasing Entities intend to enter into binding and enforceable Contracts with Contractor for the purchase of Services by execution of a Request for Services instrument in accordance with the Terms and Conditions of this Master Agreement and a particular Participating Entity's Participating Addendum. Each such Request for Services instrument creates a separate Contract between the parties (consisting of the Request for Services instrument together with the terms and conditions of the applicable Participating Addendum and this Master Agreement, as incorporated into the Request for Services) enforceable in accordance with the terms thereof and independent of all other such contracts.

1. Master Agreement; Order of Precedence

1.1. This Master Agreement consists of the following:

1.1.1. This Master Agreement, less its exhibits;

1.1.2. Exhibit 5 – Provisions Required by Federal Law

1.1.3. Exhibit 1 – NASPO ValuePoint Master Agreement Terms and Conditions;

1.1.4. Descriptions of Services and Rates. including:

- Exhibit 3 –Description of Passenger Vehicle Rental Services and Exhibit 3.1- Rates and Passenger Vehicle Types;
- Exhibit 4 - Description of Box Truck Rental Services and Prices and Exhibit 4.1Box Truck Locations

1.1.5. Exhibit 2 – Sample Participating Addendum;

1.1.6. Exhibit 6 – NASPO ValuePoint Detailed Sales Report Form, and

1.1.7. Exhibit 7 - Rental Packet, (including Rental Jacket Terms and Conditions, Sample Receipt, and Digital Rental Agreement)

1.2. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents as set forth in Section 1.1 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

Terms for the Master Agreement are defined in Exhibit 1, and terms for specific PAs are in the applicable PA.

3. Term of the Master Agreement

This Master Agreement is effective on the date it has been signed by the parties and has been approved as required by applicable law ("Effective Date"). The initial term of this Master Agreement ends August 1, 2026 ("Initial Term"). This Master Agreement may be extended beyond the Initial Term for additional terms, at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance, provided however the total Term of the Master Agreement, including the Initial term and all renewal terms, may not be more than 5 years from the Effective Date.

4. Services

Contractor may provide and Purchasing Entity may acquire the Services as described in Exhibit 3 and Exhibit 4.

5. Pricing

Except as provided in this Section, during the term of the Master Agreement, Contractor shall offer Services to Purchasing Entities at the pricing as set forth in Exhibit 3.1 (for Passenger Vehicles) and Exhibit 4.1 (for Box Trucks).

6. Counterparts

This Master Agreement may be executed in several counterparts, electronically or otherwise, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Master Agreement so executed shall constitute an original.

7. Representations and Warranties

Contractor certifies that the representations, warranties, and certifications contained in the Master Agreement are true and correct as of the Effective Date and will remain true and correct throughout the entire Term.

8. Governing Law; Jurisdiction and Venue

This Master Agreement is governed by and construed in accordance with the laws of the Lead State. The construction and effect of any Participating Addendum or Request for Services against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

Venue for any claim, dispute or action concerning the terms of the Master Agreement is in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Participating Addendum or Request for Services placed against the Master Agreement or and Participating Addendum is 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 Request for Services of priority):

- the Lead State for claims relating to the Master Agreement or administration, if the Lead State is a party; a Participating State if a Participating State is a named party;
- the state where the Participating Entity or Purchasing Entity is located if either is a named party.

CONTRACTOR BY EXECUTION OF THIS MASTER AGREEMENT HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THE APPLICABLE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS.

9. Certifications

By signature on this Master Agreement, the undersigned, on behalf of Contractor, hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and, to the best of the undersigned's knowledge,

- Contractor is not subject to backup withholding because: (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;

- The individual signing on behalf of Contractor is authorized to act on Contractor's behalf, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the signatory's knowledge, Contractor is not in violation of any Oregon tax laws, as may be applicable to Contactor including, without limitation: i) Those tax laws referenced in ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, or to Products, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- Contractor is an independent contractor.

- The supplied Contractor tax identification number below is true and accurate.

Authorized Signatures:
Hertz Corporation:

Signature and Date: Michael DeRosa 1/30/25

Printed Name and Title: Michael DeRosa, Senior Director Government Sales

Tax ID: 13-1938568

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

Signature and Date: 01/31/2025

Printed Name and Title: John Anglemier State Procurement Manager

Approved Pursuant to ORS 291.047

Printed Name and Title and Date Approved: January 29, 2025, Karen Johnson, SR Assistant Attorney General, via email

Matter: 107090, GF 0182-24

Exhibit 1
NASPO ValuePoint Master Agreement Terms and Conditions

1. Definitions

Acceptance means acceptance of Services as set forth in Section 9 of this Master Agreement.

Authorized User includes NASPO Valuepoint employees, Participating Entities, Purchasing Entities and their officers, directors and employees, and other persons authorized to acquire Services under this Master Agreement.

Authorized User Data means all data User Information and other 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

Collision Damage Waiver (CDW) or Loss Damage Waiver (LDW) is insurance coverage whereby Contractor waives the right to make the Authorized User or Participating Entity pay for damages to a rental Passenger Vehicle or Box Truck.

Confidential Information means any and all information in any form that is marked as confidential or otherwise identified as confidential and is obtained by Proposer in connection with this Master Agreement, including the data or records of the Lead State, the Multistate Sourcing Team, NASPO, or NASPO ValuePoint

Contract means any Request for Services or Purchase Request for Services, or other agreed-upon ordering instrument issued by an Authorized User under this Master Agreement, together with the terms and conditions of this Master Agreement and a Participating Addendum.

Contractor means a party to this Master Agreement, whether a person or entity, that delivers the Services under the terms set forth in this Master Agreement.

Services means Passenger Vehicle or Box Truck rental provided pursuant to this Master Agreement as described in Exhibit 3 and Exhibit 4.

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 centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

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

NASPO ValuePoint is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. 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.

Participating Addendum or "PA" means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, Request for Services procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

Participating Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

Participating State means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

Personal Accident Insurance (PAI) covers medical, ambulance, and death benefits to the driver and passengers in the Passenger Vehicle or Box Truck.

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

Request for Services means any Authorized User initiated transaction(s), whether in person, in writing, by phone or other electronic means used by a Purchasing Entity order the Services under this Master Agreement.

Services means all effort to be expended by Contractor under this Master Agreement, including the Passenger Vehicle or Box Truck Services described in Exhibit 3 and Exhibit 4.

Supplemental Liability Insurance (SLI) or Liability Protection (LP) is insurance coverage that provides the Authorized User and authorized drivers with insurance for third-party liability claims (bodily injuries and property).

Third Party means any unaffiliated person, company, or entity that performs services or on behalf of the Contractor.

User Information means all information directly or indirectly obtained from Authorized User accessing the Services where such information is obtained by Contractor or by any of its employees, representatives, agents, or any Third Parties having contractual privity with Contractor or who are under Contractor's supervision or control.

2. Request for Services of Precedence for Request for Services Issued Under this Master Agreement

2.1 Request for Services. Any Request for Services placed under this Master Agreement will consist of the following documents:

1) A Participating Entity's Participating Addendum;
2) NASPO ValuePoint Master Agreement, including all attachments thereto;

3) A Request for Services or Scope of Work/Specifications issued against the Master Agreement;

2.2 **Conflict.** These documents forming the Request for Services as listed in Section 3.1 above will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the Request for Services 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.

2.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

3. Participants and Scope

3.1 **Requirement for a Participating Addendum.** Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

3.2 **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Request for Services by a Participating Entity (and other Purchasing Entities covered by its Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum, subject to Section 2.

3.3 **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and 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.

3.4 **Scope of Work Updates.** At the discretion of the Lead State, and subject to agreement by the parties, the scope of this Master Agreement may be amended to include or accommodate new or updated models, versions, or technologies related to the objectives and deliverables set forth in this Master Agreement.

3.5 **Obligated Entities.** 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. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

3.6 **Notice of Participating Addendum.** 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 databases.

3.7 **Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Entities requesting the right to enter into a Participating Addendum may 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; the entity must ensure that has the requisite approvals and procurement authority to execute a Participating Addendum.

3.8 Individual Customers. Except as may otherwise be agreed to, each Purchasing Entity is an individual customer and 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 and as the Participating Entity has in the Participating Addendum, including 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. Contractor will apply the charges and invoice each Purchasing Entity individually.

3.9 Release of Information. Throughout the Term of this Master Agreement, except as otherwise required by law. 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.

3.10 No Representations. Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity'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.

4. NASPO ValuePoint Provisions

4.1 Applicability and Delegated Authority. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 4 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement. 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 set forth in this Section 4 or as otherwise assigned by the Lead State.

4.2 Administrative Fees

4.2.1 NASPO ValuePoint Fee. 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 must be submitted quarterly and is based on all sales of products and 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 a vendor's response to the Lead State's solicitation.

4.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage, or

the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

4.3 NASPO ValuePoint Summary and Detailed Usage Reports

4.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Request for Services under this Master Agreement for which Contractor has invoiced the Request for Services entity or individual, including Request for Services invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). By placing an Order under this Master Agreement, a Purchasing Entity agrees to have its data (i) included in reports submitted by Contractor to NASPO ValuePoint and (ii) used by NASPO ValuePoint as set forth in this Master Agreement without limitation, unless otherwise requested in writing by the Purchasing Entity and agreed to in writing by NASPO. Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

4.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

4.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Request for Services all information required under this Master Agreement or by NASPO ValuePoint, including customer information, Request for Services information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) calendar days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in this Master Agreement or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

4.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star

rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

4.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

4.3.6 Obligation to Act in Good Faith. The parties acknowledge that the terms and pricing of this Master Agreement have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. The parties shall not engage in conduct that undermines the purpose of this Master Agreement and shall act honestly, fairly, in cooperation, and in good faith to achieve the objectives of this Master Agreement.

4.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

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

4.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

4.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

4.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

4.5 NASPO ValuePoint eMarketPlace

4.5.1 The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the Products, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service or solution by that entity through a NASPO ValuePoint Master Agreement.

4.5.2 Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.

4.5.3 Regardless of how Contractor's presence is reflected in the eMarketPlace (i.e., hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

4.5.4 Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offering from the eMarketPlace.

4.5.5 Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement. Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.

4.5.6 Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.

4.5.7 Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.

4.5.8 NASPO Participating Entities may have its own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.

4.5.9 In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.

4.5.10 Implementation Timeline:

4.5.10.1 Following the executive of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for

onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

4.5.10.2 Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) calendar days following the written request.

4.5.10.3 Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

4.5.10.4 NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

4.5.11 Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

4.5.12 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up to date. The site must also return detailed UNSPSC codes for each line item.

4.6 **Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

5. Pricing, Payment & Leasing

5.1 **Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

5.2 **Payment.** Unless otherwise agreed in a Participating Addendum or Request for Services, Payment after Acceptance will be made within thirty (30) calendar days following the date the entire Request for Services is delivered or the date a correct invoice is received, whichever is later. Forty-Five (45) calendar days after the date of the invoice, the Contractor may assess overdue account charges up to a maximum rate of 2/3 of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Request for Services, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Request for Services. Payments may be made via a purchasing card with no additional charge.

5.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

6. **Request for Services**. From time to time, Purchasing Entities may issue one of more Request(s) fro Services, as follows:

6.1 **Request for Services Numbers.** Master Agreement number or Participating Entity Participating Addendum number and confirmation number Request for Services must be clearly shown on all acknowledgments, invoices, and on all correspondence.

6.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific 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.

6.3 **Applicable Rules.** 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 Request for Services of Services contemplated by this Master Agreement.

6.4 **Required Documentation.** Contractor shall not begin work without a valid Request for Services or other appropriate commitment document under the law of the Purchasing Entity.

6.5 **Term of Purchase.** Request for Services may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

6.5.1 Request for Services 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.

6.5.2 Notwithstanding the previous provisions, Request for Services must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Request for Services.

6.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

6.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Request for Services then outstanding at the time of such expiration or termination. Contractor shall not honor any Request for Services placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

6.5.5 If a Passenger Vehicle or Box Truck as requested in the Request for Services is not available, Contractor must offer a vehicle or truck upgrade at no increase in cost to the Authorized User when a reserved vehicle or truck is unavailable.

6.6 **Request for Services Requirements.** All Request for Services pursuant to this Master Agreement must include:

1) The services delivered;

2) A confirmation number;

3) A billing address;

4) Purchasing Entity contact information and Authorized User Information;

5) Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

6) A not-to-exceed total for the Services being Request for Serviced; and

7) The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

6.7 **Communication.** All communications concerning administration of Request for Services placed must 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 Services.

6.8 **Contract Provisions for Request for Services 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, Request for Services funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Request for Services is placed or upon delivery such the provisions set forth in Exhibit 5. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Request for Services placed under this Master Agreement.

7. Inspection and Acceptance

7.1 **Laws and Regulations.** Any and all Passenger Vehicles or Box truck offered and furnished as part of the Services under this Master Agreement must comply fully with all applicable Federal, State, and local laws and regulations.

7.2 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or Request for Services document, the terms of this Section 8 will apply.

7.3 **Inspection of Passenger Vehicle or Box Truck.** All Passenger Vehicle or Box Truck rental and Services are subject to inspection at reasonable times and places before use. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

7.3.1 Passenger Vehicle or Box Truck Services that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when Services are put to use.

7.4 **Failure to Conform.** If any Services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Request for Services amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract

requirements and reduce the contract price to reflect the reduced value of services performed.

8. Indemnification

8.1 General Indemnification. Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities and Authorized Users, 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 any act, error, or omission of Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

8.2 Intellectual Property Indemnification. Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, Authorized Users, 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 Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

8.2.1 Contractor's obligations under this section will not extend to any combination of the Services with any other product, system, or method, unless the Services, system or method is:

8.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

8.2.1.2 specified by the Contractor to work with the Services;

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

8.2.1.4 reasonably expected to be used in combination with the Services.

8.2.2 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, Contractor shall not be relieved from its obligations unless Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

8.2.3 The Indemnified Party shall furnish, at Contractor's reasonable request and expense, information, and assistance necessary for such defense. If Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, Indemnified Party may assume the defense or settlement of the Intellectual Property Claim 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.

8.2.4 Unless otherwise set forth herein, Section 8.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

9. Insurance

9.1 **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in its Participating Addendum.

9.2 **Class.** 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. 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.

9.3 **Coverage.** Coverage must be written on an occurrence basis one for each awarded category. The minimum acceptable limits will be as indicated below:

9.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products 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 and $2 million general aggregate;

9.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

9.4 **Notice of Cancellation.** 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.

9.5 **Notice of Endorsement.** 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) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

9.6 **Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section 10, except when the endorsement is provided to the applicable Participating State or Participating Entity.

9.7 **Furnishing of Certificates.** 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 will be furnished within thirty (30) calendar 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.

9.8 **Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Request for Services.

10. General Provisions

10.1 Records Administration and Audit

10.1.1 Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Request for Services placed by Purchasing Entities under it to the extent and in such detail as will 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 Request for Services placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any Request for Services placed by a Purchasing Entity against this Master 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.

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

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

10.2 Confidentiality, Non-Disclosure, and Injunctive Relief

10.2.1 **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Service under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

10.2.1.1 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").

10.2.1.2 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.

10.2.1.3 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.

10.2.2 **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 Request for Services placed under this Master Agreement.

10.2.2.1 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.

10.2.2.2 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.

10.2.2.3 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.

10.2.2.4 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.

10.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 10.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary 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.

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

10.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Request for Services or transaction data relating to Request for Services under this Master Agreement that identify the entity/customer, Request for Services 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 this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

10.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

10.3 Assignment/Subcontracts

10.3.1 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.

10.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

10.4 **Changes in Contractor Representation.** Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person identified in this Master Agreement.

10.5 **Independent Contractor.** Contractor is an independent contractor. Contractor has 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 shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Request for Services.

10.6 **Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) calendar days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) calendar 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 will not affect the rights and obligations attending Request for Services outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Request for Services, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

10.7 **Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused an event which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

10.8 Defaults and Remedies

10.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

10.8.1.1 Nonperformance of contractual requirements;

10.8.1.2 A material breach of any term or condition of this Master Agreement;

10.8.1.3 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;

10.8.1.4 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

10.8.1.5 Any default specified in another section of this Master Agreement.

10.8.2 Upon the occurrence of an event of default by Contractor, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) 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 will not diminish or eliminate Contractor's liability for damages, to the extent provided for under this Master Agreement.

10.8.3 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:

10.8.3.1 Any remedy provided by law;

10.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

10.8.3.3 Suspension of Contractor's performance; and

10.8.3.4 Withholding of payment until the default is remedied.

10.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default by Contractor 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 a Request for Services placed by the Purchasing Entity. Except as otherwise expressly provided herein nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

10.9 **Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Request for Services. 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 Purchase Request for Services, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Request for Services will 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, any Participating Addendum, or any Purchase Request for Services.

10.10 **Debarment.** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Request for Services is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

10.11 No Waiver of Sovereign Immunity

10.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase 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.

10.11.2 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.

10.12 Governing Law and Venue

10.12.1 The construction and effect of the Master Agreement will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Request for Services against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

10.12.2 The venue for any protest, claim, dispute, or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any a Participating Addendum or a Request for Services placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

10.12.3 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 Request for Services 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 Participating State is a named party;
- the state where the Participating Entity or Purchasing Entity is located if either is a named party.

10.13 **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 Products 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.

10.14 **Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Request for Services, the terms of this Master Agreement as they apply to Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Request for Services until the expiration thereof.

10.15 **Amendment.** The terms and provisions of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

10.16 **Notice.** Except as otherwise expressly provided in this Master Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing to Contractor, DAS SPS or NASPO at the address or number set forth below, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section.

10.16.1 Any communication or notice delivered by United States Postal Service, first class mail postage prepaid, will be deemed given five (5) calendar Days after mailing.

10.16.2 Any communication or notice delivered by email will be deemed given when the recipient responds with a receipt, which may be auto-generated. To be effective against Agency, such email transmission must be confirmed by telephone notice to the Agency Authorized Representative.

10.16.3 Any communication or notice by personal delivery will be deemed given when actually received by the appropriate Authorized Representative.

10.16.4 Contact Information:

Contractor:
Name: Nadika Perera
Title: Key Account Manager, Government Sales
Address: 8501 Williams Rd. Estero, FL 33928
Phone: 239-301-7635
Email: Nadika.perera@hertz.com

Lead State:
Name: Kaliska King
Title: Procurement Analyst
Address: 1225 Ferry St SE
Salem, Oregon 97301

Phone: 503-798-1907
Email: Kaliska.King@das.oregon.gov

NASPO:
Name: Joel Atkinson
Title: Cooperative Portfolio Manager
Address: 110 W. Vine St, Suite 600
Lexington, KY 40507

Phone: 850-848-1250
Email: **jatkinson@naspo.org**

Exhibit 2
Sample Participating Addendum

Participating Addendum Number [#######]
for
Passenger Vehicle Rental and Box Truck Rental
between
[Participating Entity]
and
The Hertz Corporation

*[Note (delete before execution): Participating Entities that are not states **must** have the prior consent of the Chief Procurement Official of the state in which the Participating Entity is located in Request for Services to execute their own Participating Addendum. Any questions about Participating Addenda or this template may be sent to NASPO ValuePoint at info@naspovaluepoint.org.]*

This Participating Addendum is entered into by [Participating Entity] ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number PO-10700-00043390, executed by Contractor and the State of Oregon ("Lead State") for Passenger Vehicle and Box Truck Rental ("Master Agreement"):

The Hertz Corporation ("Contractor")
8501 Williams Rd
Estero, FL 33928

I. Participating State shall participate in:

a. **Passenger Vehicle Rental** ☐
b. **Box Truck Rental Only** ☐
c. **Both Vehicle and Box Trucks** ☐

II. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:
[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

Participating Entity's contact for this Participating Addendum is:
[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

III. TERM. This Participating Addendum is effective as of the date of the last signature below or [effective date], whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

IV. PARTICIPATION AND USAGE. *[Instruction (delete before execution): Participating Entities should ensure that this section properly identifies the entities eligible to use this Participating Addendum as Purchasing Entities. If the Participating Entity is not a state, the following highlighted section should be replaced with "This Participating Addendum may be used only by the Participating Entity."]* This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole

authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

V. GOVERNING LAW. The construction and effect of this Participating Addendum and any Request for Services placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

VI. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. Services. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. *[Instruction (delete before execution): If the scope of services available through this Participating Addendum is being limited, Participating Entity may add "with the exclusion of those identified in [Attachment B]:" to this section.]*

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto. *[Instruction (delete before execution): The highlighted language may be deleted or modified at the Participating Entity's option.]*

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VII. REQUEST FOR SERVICES. Purchasing Entities may place under this Participating Addendum by referencing the Participating Addendum Number on a Request for Services. *[Instruction (delete before execution): The highlighted language may be modified to accurately describe the Request for Services process for Request for Services placed under the Participating Addendum.]* Each Request for Services placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VIII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. *[Instruction (delete before execution): Insert text here to describe any alternative or additional reporting requirements and any state administrative fee. If not applicable, or if addressed elsewhere in the Participating Addendum, this subsection may be deleted.]*

IX. FEDERAL FUNDING REQUIREMENTS. Request for Services funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Request for Services is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Request for Services any alternative or additional requirements related to the use of federal funds. By accepting the Request for Services, Contractor agrees to comply with the requirements set forth therein.

X. INFORMATION TECHNOLOGY STANDARDS. *[Instruction (delete before execution): Insert text here to describe any Participating Entity-specific information technology standards and*

requirements with which Contractor and Contractor's products and services must comply. If not applicable, or if addressed elsewhere in the Participating Addendum, this section may be deleted.]

XI. ATTACHMENTS. This Participating Addendum includes the following attachments:

a. [Example Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions]
b. [Example Attachment B: Participating Entity Product and Service Exclusions]
c. [Example Attachment C: Participating Entity-specific Pricing]

XII. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:
[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]
For Participating Entity:
[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

XIII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

PARTICIPATING ENTITY:

_____
Signature

_____
Printed Name

_____
Title

_____
Date

THE HERTZ CORPORATION:

_____

Signature

_____

Printed Name

_____

Title

_____

Date

Exhibit 3
Description of Passenger Vehicle Rental Services and Prices

SECTION 1: SERVICE AVAILABLE UNDER THIS MASTER AGREEMENT

1.1 SERVICES ARE AVAILABLE TO PURCHASING ENTITIES IN ALL 50 STATES.

1.2 GENERAL SERVICES AND REQUIREMENTS

1.2.1 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).

1.2.2 Provide the Participating Entity and Purchasing Entities passenger vehicle rental Services from nationwide locations on the terms and conditions if awarded a MA. A Participating Entity or Purchasing Entity may purchase any quantity of Services listed in the MA at the prices listed in the awarded MA.

1.2.3 Rent to any Authorized User who possesses a valid driver's license, is at least 18 years of age or older and has a form of payment allowed if awarded 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 if awarded of the MA more than one Authorized User to drive a rental vehicle including another Participating Entity employee traveling with the Authorized User. If the Authorized User is renting a 15-passenger van, they must be at least 25 years of age and have a commercial driver's license.

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

1.4 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 Maintenance and Operating Expenses: Authorized User 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

1.6 Vehicle Downtime: If a vehicle becomes substantially impaired or unsafe to operate, in Authorized Users judgment, while in possession of Authorized User, Contractor shall replace the vehicle upon notification by Authorized User as soon as possible, but in no event longer than 2

hours from Authorized User's notification to Contractor, at no extra charge. Contractor shall deliver the replacement vehicle to a location determined by Authorized User. Contractor shall be responsible for all repairs and towing of vehicle.

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

1.8 Accidents: Purchasing Entity shall require the Authorized User to promptly notify the Contractor of all accidents involving any rental vehicle Authorized User 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 Authorized User, and promptly advise Contractor of all correspondence, papers, notices and documents delivered to Authorized User in connection with any claim or demand involving or relating to any vehicle or its operation. Purchasing Entity and Authorized User shall cooperate with Contractor in the investigation of all such claims and demands and in the recovery of damages from liable third persons.

1.9 Liability for Rental Vehicle: Contractor shall hold State, Purchasing Entity and Authorized User 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 Authorized User in any manner listed in Section 3.1. Contractor shall not charge the State, Purchasing Entity or Authorized User any collision/loss damage waiver fee for a vehicle operated in compliance with the terms of the Contract. The loss of use fee is based on the number of days from the date the vehicle was damaged until the completion of the repairs (industry standard equates 4 hours of repair time to one (1) loss of day use), multiplied by the daily rental rate in the pricing section of this Master Agreement. Contractor specifically waives any right to submit any claim against the State, Purchasing Entity or Authorized User 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 Authorized User in any manner listed in Section 3.1. Notwithstanding above, Authorized Users shall not smoke in Contractor's vehicles, and Contractor may charge Purchasing Entity for any smoking damages caused by Authorized User or Authorized User's passengers in the vehicle while in Authorized User's possession.

> **1.9.1** Liability Protection for Rental Vehicle: Contractor shall provide liability protection with each vehicle rental transaction at no additional cost to 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 Authorized User in a combined single limit amount per occurrence of not less than $1,000,000 per accident for bodily injury, death, or property damage to others arising out of the use or operation of the rental vehicle.
>
> **1.9.2** Property in the vehicle: Contractor is not responsible for loss of or damage to any Participating Entity or Authorized User's personal property in or on the vehicle, in any service vehicle, on Contractors premises, or received or handled by Contractor.

1.10 Reservations: Contractor shall accept reservations made at least 24 hours in advance on local rentals and 7 calendar days in advance on one-way rentals, mini-vans, large SUV's and 12 passenger vans. Reservations may be made by Participating Entity or Authorized User, contracted travel agencies or common carriers. Reservations shall guarantee vehicle availability including automatic, no-added -cost substitution. Reserved vehicle will be held for 3 hours after the Authorized User's estimated time of arrival prior to release. Whenever possible, the Participating Entity or Authorized User 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 Authorized User be liable for payment of "no shows". Authorized Users and Purchasing Entity's will cancel reservations in the same manner they were made when possible. Rates and discounts set forth in this Master Agreement will only apply to rentals made by Authorized Users that use the applicable Participating Entity CDP ID. Liability protection, damage waivers or other benefits set forth in this Master Agreement will only apply to rentals made by Authorized Users and which are properly classified as "business" rentals. This could be modified in a State Participating Adddendum.

1.10.1 Reservation Systems/Options: Contractor shall maintain an internet reservation system where Authorized Users can access the rates if awarded a MA. Contractor shall make available contracted rates under an MA if awarded 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 if awarded an 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.

1.10.2 Short Notice Reservations: Contractor shall not charge additional fees for short reservations.

1.10.3 Reservations Not Booked Correctly: If the Authorized User has not booked the Vehicle in accordance with MA Section 1.10 and is in an accident, the Participating Entity or Authorized User will be liable for insurance and any fees, charges, or other accident-related charges. Contractor cannot add the vehicle rental to the MA after an accident has occurred.

1.11 Vehicle Demand: Contractor shall attempt to meet 100% percent of Purchasing Entity or Authorized Users requests and shall meet 100% of confirmed reservations when **72** hours' notice is given. However, at times, market conditions may exist where rental volume for vehicles exceeds the supply at a given location due to conditions beyond the control of the Contractor. In this case, the Contractor will make commercially reasonable efforts to locate additional fleet inventory to support the needs of the Purchasing Entity or Authorized User. If a reserved vehicle is not available at the time of pickup by the Authorized User, 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 if awarded an MA.

1.12 Vehicle Pick Up/ Return: Contractor must ensure this process is expedited and easy for the Authorized User. 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 Contractor's shuttle is required. Shuttle service pickup must be available within 15 minutes of Authorized User's notification to Contractor. Vehicle pickup should routinely be within a total of 30 minutes from initial contact with the Contractor. Contractor may request Authorized User to sign Contractor's Rental Jacket as described in Exhibit 7 and substantially in the form attached hereto as Exhibit 7. Area maps will be provided free of charge upon request. Vehicle will be furnished with an initial full tank of gas. Contractor will also provide the Authorized User with accident, repair, and vehicle return instructions and, upon return of the rental vehicle to off airport locations, transport Authorized User to the airport terminal within 30 minutes of turn in. Contractor shall provide to Authorized User a completed copy of the Standard Rental Form showing total charges to be billed for the rental.

1.12.1 Preferred Customer Lane: Contractor shall provide features specifically designed to expedite the rental car process for the Authorized User.

1.13 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 an MA at all Contractor locations.

1.14 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.htm

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

1.15 Rate Structure

1.15.1 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.
Rates under the MA, if awarded, are not subject to blackout dates and do not require a minimum rental period. Applicable weekend/weekly discounts will be calculated and applied.

Rates are base rates; they are exclusive of fuel for re-fueling, optional Services or features purchased by Authorized User, 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. An hourly overtime charge at one third of daily rental rate up to a maximum of the daily rental rate.

1.15.2 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. If a round trip is changed to a one-way rental, the Authorized User is required to confirm with contractor prior to taking it one way or the one-way terms to not apply. Contractor shall not charge any drop fee.

1.15.3 Daily Surcharge: Contractor may charge a daily surcharge in addition to the daily rate at the amount and in those markets identified in the rate section.

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

1.17 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 Authorized User with problems including but not limited to accidents, lost keys, flat tires, or a vehicle breakdown. Contractor's Roadside Assistance Department shall work with Authorized Users 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 Authorized User at the counter.

If experiencing any operating problems, the Authorized User 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.

1.18 Environmental Awareness:

1.21.1 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.

1.21.2 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.

SECTION 2 VEHICLE REQUIREMENTS:

2.1 Non- Smoking Vehicles: Contractor shall make every attempt to provide under this MA, non-smoking vehicles.

2.2 Vehicles Available: Contractor shall maintain an adequate number of vehicles on hand to meet the needs of Participants with advance reservations.

2.3 Required Vehicles and Equipment: Contractor shall deliver to the Purchasing Entity and Authorized Users Renter a vehicle that is in Excellent or Very Good condition, as defined in Kelley Blue Book. 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.

2.4 Vehicle Pick Up: At time of vehicle pickup, Contractor shall ensure the rental vehicle has a full tank of gas at airport locations; proper fluid levels; coolant protected to –20 degrees; and in clean condition (inside and out). All vehicles should be in a like-new condition with no body damage or mechanical problems that impedes the safe operation of the vehicle.

2.5 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 discovers that a misrepresentation was made to obtain the vehicle. Contractor shall first notify the Authorized User or Purchasing Entity to attempt to resolve any issues in advance of any Contractor action to repossess the vehicle.

SECTION 3 AUTHORIZED USER RESPONSIBILITIES

3.1 IMPROPER USE OF VEHICLE:

Purchasing Entity and Authorized User 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 User 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 <u>under</u> 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 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.

s. By a driver or occupant who fills the tank with incorrect fuel.

3.2 Full Fuel Tanks: Authorized User shall return a vehicle to the Contractor with a full tank of fuel, 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 than a full tank of fuel, Contractor may invoice Participant for the missing fuel at the average retail cost of fuel for the market at the return location.

3.4 Return of the Vehicle: Authorized User shall return the vehicle to the agreed return location as specified on the Standard Rental document. An hourly over time charge half the of daily rental rate up to a maximum of the daily rental rate will be charged.

3.5 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.

3.6 Authorized User Reservation: At the time of reservation, Purchasing Entity or Authorized User will provide the Participant account number. At the time of rental, the Authorized User will present a method of payment acceptable to Contractor and a valid driver's license.

3.7 Master Agreement Contractor Choice: Purchasing Entity or Authorized User 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 Authorized Users are encouraged to use the Contractor offering the lowest price vehicle rental choice under the Master Agreement.

RATES and PASSENGER VEHICLE TYPES – See Attached Exhibit 3.1

Exhibit 3.1
Rates and Passenger Vehicle Types

(see attached spreadsheet)

Exhibit 3.1 Rates and Passenger Vehicle Types			
Hertz Corporation			
	Offered Daily Rate for rentals from 1-5 days per 24 hour period.	Offered Weekly rate for 7 days (cannot be more than 6 x the daily rate for rentals up to 7 days)	Offered Monthly rate (cannot be more than 24 x the daily Rate)
Sedans			
Economy	$35.75	$196.62	
Compact	$35.75	$196.62	
Intermediate	$37.75	$207.62	
Standard	$37.75	$207.62	
Full Size	$40.75	$224.12	
One Way Rental	$70.00	Not applicable	Not applicable
Passenger Vans			
Mini Van	$71.00	$390.50	$1,562.00
12 Passenger Van	$120.00	$660.00	$2,640.00
SUV's			
Mid/Standard SUV	$67.75	$372.62	$1,490.48
Full Size/Premium SUV	$95.00	$522.50	$2,090.00
Pick-Ups			
Small Pick Up Truck	$70.00	$385.00	$1,540.00
Large Pick Up Truck	$75.00	$412.50	$1,650.00
Other			
Premium	$80.00	$440.00	$1,760.00
Jeep/Crossover	$65.00	$357.50	$1,430.00
Convertible	$80.00	$258.50	$1,760.00
Compact Hybrid	$47.00	$258.50	$1,034.00
Intermediate Hybrid	$47.00	$258.50	$1,034.00
Full Size Hybrid	$50.00	$275.00	$1,100.00
15 Passenger Van	$120.00	$660.00	$2,640.00
Electric Vehicles (Compact) E2	$41.00	$225.50	$902.00
Electric Vehicles (compact SUV E1)	$41.00	$225.50	$902.00
Electric Vehicles (Premium E7)	$65.00	$357.50	$1,430.00
Electric Vehicles (SUV L8,E9)	$72.50	$398.75	$1,595.00
Additional Services Offered			
Roadside Assistance covered in rental cost.	Mechanical Breakdowns, service text updates and provider service tracking, concierge taxi service for breakdown or accident		
Toll Pass Devices	Two Options: 1. All inclusive per day; Varies by state 2. Per day usage. Current rate is $9.95 per day for tolls used + cost of tolls.		
Smoking / cleaning Damages	Actual cost with a maximum of $400.00		
Contractor pick up or drop off passenger vehicle to Authorized User	If available, to be determined by location and a delivery fee may apply.		

Airport Surcharges	
ATLANTA-HARTSFIELD INT'L	$3.00
DENVER INT'L AP	$3.00
LOS ANGELES INT'L AP	$5.00
HOLLYWOOD-BURBANK AP	$5.00
LONG BEACH AP	$5.00
JOHN WAYNE AP	$5.00
ONTARIO INT'L AP	$5.00
SANTA BARBARA AP	$5.00
SAN JOSE AIRPORT	$5.00
SAN FRANCISCO INT'L AP	$5.00
OAKLAND INT'L AP	$5.00
SACRAMENTO INTL AP	$5.00
STATE OF FLORIDA	$5.00
DETROIT METRO AP	$8.00
BOSTON LOGAN INT'L AP	$8.00
MANCHESTER AP	$8.00
PHILADELPHIA INT'L AP	$8.00
RONALD REAGAN NATL AP	$8.00
WASHINGTON-DULLES INT'L	$8.00
BWI/THURGOOD MARSHALL AP	$8.00
HARRISBURG INT'L AP	$8.00
ALLENTOWN PA	$8.00
NANTUCKET MEMORIAL AIRPORT	$8.00
O'HARE AP	$10.00
CHICAGO MIDWAY AP	$10.00
STATE OF HAWAII	$10.00
EWR	$16.00
Manhattan	$19.25
LGA	$19.25
JFK	$19.25

Hertz Licensee Locations Participation List *Rentals in the		
State	**City**	**Corporate Rate Daily Surcharge**
Alabama	Huntsville Airport	$15
	Huntsville South	$15
	Madison	$15
Alaska	State of Alaska	$8
Arkansas	Bentonville	$15
	Bentonville (HLE)	$15
	Little Rock	$12
	Texarkana	$15
California	San Luis Obispo	$12
Georgia	Brunswick	$8
Idaho	Boise	$15
	Hayden Lake (Aviation	$8
	Idaho Falls	$15
	Lewiston	$15
	Sun Valley	$12
Kentucky	Paducah	$12
Louisiana	Monroe (92540-01)	$15
Mississippi	Columbus	$15
Montana	Billings	$15
	Bozeman	$12
	Great Falls	$12
	Helena	$15
	Kalispell	$8
New Mexico	Roswell	$12
New York	Ithaca	$12
North Dakota	Bismarck	$15
	Dickinson	$12
	Fargo	$15
	Grand Forks	$12
	Minot	$12
	Williston	$12
Ohio	Columbus AP	$12
	Dayton AP	$12
	Dayton HLE	$8
	Vandalia	$8
Oregon	Medford	$8
	Redmond	$8
Pennsylvannia	Erie	$15
	Latrobe	$8
	State College	$12
	Williamsport	$8
Puerto Rico		$15
South Dakota	Aberdeen	$12
	Rapid City	$12
	Sioux Falls	$15
Washington	Pasco	$12
	Pullman	$15
	Spokane	$12
Wisconsin	Appleton	$15
	Green Bay	$15
Wyoming	Casper	$12
	Cody	$12
	Gillette	$12
	Jackson	$12

Exhibit 4
Description of Box Truck Rental Services and Prices

1.1 SERVICES AVAILABLE UNDER THIS MASTER AGREEMENT

Services are available to Purchasing Entities: Box Trucks are only available in the following states: Alabama, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Missouri, Nevada, New Hampshire, New Jersey, New York, North Caroliana, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Virgina, State of Washington, and West Virginia.

Contractor shall provide to Participating Entity Box Truck Rental services and related from nationwide and/or local locations as specified under the terms and conditions in this Master Agreement.

1.2 Contractor shall rent to any Authorized User who possesses a valid driver's license, is at least 18 years of age or older and has a form of payment allowed under this Master Agreement. No additional prequalification is required either via oral or written inquiry and no minimum age surcharge will be added to Master Agreement rates. Contractor shall allow more than one qualifying Authorized User to drive a rental truck, including, but not limited to another Participating Entity employee traveling with the Authorized User under the same terms and conditions of this Master Agreement.

1.3 Rental receipts must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges that are not included in the Price Schedule, Section 4.

1.4 Rental Conditions

This is a rental only Master Agreement and nothing herein contained may be construed as transferring to Authorized User any ownership right, title, or interest in or to any truck rented hereunder. Authorized User is not granted hereby and shall not have any right or option hereunder to purchase any rental truck either during the term or on expiration of a rental contract. This is not a financing agreement or lease.

1.5 Maintenance and Operating Expenses

The only operating expense Participating Entity and Authorized User will be responsible for is fuel. All other maintenance and operating expenses (including insurance to cover the Authorized User, collision/ loss damage waiver fee and 1 million of Lability protection.) are the responsibility of the Contractor. Contractor shall supply trucks that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable laws.

1.6 Truck Downtime

If a truck becomes substantially impaired or unsafe to operate, in Authorized User's judgment, while in possession of Authorized User, Contractor shall immediately replace the truck upon notification by Authorized User, at no extra charge. Contractor shall deliver the replacement truck to a location determined by Authorized User. Contractor shall be responsible for all repairs and towing of the disabled truck.

1.7 Reserved

1.8 Accidents

Participating Entity shall require Authorized User to promptly notify Contractor of all accidents involving any rental truck Authorized User 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 truck and such other information as may be known by Authorized User and shall promptly advise Contractor of all correspondence, papers, notices and documents delivered to Authorized User in connection with any claim or demand involving or relating to any truck or its operation. Participant and Authorized User shall reasonably cooperate with Contractor in the investigation of all such claims and demands and in the recovery of damages from liable third persons.

1.9 Liability for Rental Truck

Contractor shall hold the Lead State, Participating Entity and Authorized User harmless from any physical damage, loss, vandalism, fire, or theft of the rental truck provided rental truck was not used by the Participating Entity or Authorized User in any manner listed in Section 3.1. Contractor shall not charge the Lead State, Participating Entity or Authorized User any collision/loss damage waiver fee. On behalf of itself and its franchisees, Contractor specifically waives any right to submit any claim against the Lead State, Participating Entity or Authorized User 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 truck provided under this Master Agreement, provided rental truck was not used by the Participating Entity or Authorized User in any manner listed in Section 3.1. Notwithstanding above, Authorized User shall not smoke in Contractor's trucks, and Contractor may reasonably charge Participating Entity for any smoking damages caused by Authorized User passengers in the truck while in Authorized User's possession.

1.9.1 Liability Insurance for Rental Truck

Contractor shall provide supplemental liability insurance with each truck rental transaction at no additional cost to the Participating Entity. This supplemental liability insurance shall extend third party liability protection to the Participating Entity and Authorized User 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 truck.

1.10 Reservations

Contractor shall accept reservations made at least 24 hours in advance. Reservations may be made by Participating Entity or Authorized User. Reservations shall guarantee truck availability including automatic, no-added cost substitution. Reserved truck will be held for three (3) hours after the Authorized User's estimated time of arrival prior to release. Whenever possible, the Participating Entity or Authorized Users will advise the Contractor a minimum of 8 hours in advance of any change of travel plans necessitating rental truck cancellation or delayed pickup, however, in no situation shall the Lead State, Participating Entity or Authorized Users be liable for payment of "no shows". Authorized User and Participating Entity will cancel reservations in the same manner they were made when possible.

1.10.1 Reservation Systems/Options

Contractor shall maintain an internet reservation system, including the global distribution system (GDS) where Authorized User can access the rates under this Master Agreement. Contactor shall maintain a toll free 24 hour per day reservation phone number where Contractor's agents have access to the rates under this Master Agreement. Contractor shall also accept reservations at branch locations via walk-in or local telephone number. Contractor personnel at all Contractor locations must have access to the rates and terms and conditions contained in this Master Agreement. Rates and discounts set forth in this Master Agreement will only apply to rentals made by Authorized Users that use the applicable Participating Entity CDP ID when the reservation is made. Liability protection, damage waivers or other benefits set forth in this Master Agreement will only apply to rentals made by Authorized Users and which are properly classified as "business" rentals.

1.11 Short Notice Reservations

Contractor shall not charge additional fees for short-notice reservations.

1.12 Truck Demand

Contractor shall meet 100% percent of Participating Entity's or Authorized Users' reservations when 24 hours' notice of reservations is given by Participating Entity. If a reserved truck is not available at the time of pickup by the Authorized User, Contractor shall substitute a truck of similar or greater quality at no additional cost. Contractor shall note on the invoice that a truck of same or greater quality was substituted at same or lower price.

1.13 Truck Pickup/Return

Contractor will make all reasonable efforts to expedite the pickup and return of trucks. Truck pickup should routinely be accomplished within a total of 30 minutes from initial contact with the Contractor.

Contractor may request Authorized User to sign Contractor's Standard Rental Form solely to document the delivery of the truck, to provide the time and place of return of the truck, the applicable Contract rates and the computation and method of payment of charges. Area maps will be provided free of charge upon request. Truck will be furnished with an initial full tank of fuel. Contractor will also provide the Authorized User with accident, repair, and truck return instructions. Contractor shall provide to Authorized User a completed copy of the Standard Rental Form showing total charges to be billed for the rental.

1.14 Master Agreement Adherence

Contractor shall ensure that at all Contractor locations Master Agreement prices and terms and conditions are available and that there is 100 percent Master Agreement adherence.

1.15 Rate Composition

1.15.1 Round Trip Rentals

Contractor shall charge only the rates listed in the Price Schedule set forth in Section 4 below for rental of trucks at each branch location. Rates include all charges for reservations collision/loss damage waiver insurance and Liability insurance.

Rates under this Master Agreement are not subject to blackout dates and do not require a minimum rental period. Applicable weekend/weekly discounts will be calculated and applied.

Rates in the Price Schedule set forth in Section 4 below are base rates. They are exclusive of local and state sales and federal excise taxes, city surcharges or city differential fees applicable in certain cities. Rates do not include refueling charges, legislative or mandated taxes, bond issues imposed by government bodies or any additional optional charges that Authorized User may purchase. Contractor shall itemize those charges as separate line items on the rental agreement and add the charges to the base rate. Where the Participating Entity is not exempt from sales taxes on sales within their state, Contractor shall add the sales taxes on the billing invoice as a separate entry.

1.15.2 One Way Rentals

These are not allowed under this Master Agreement.

1.16 Investigative Assistance

The Contractor shall assist any investigative unit of a Participating Entity concerning alleged wrongdoing or suspected fraud or abuse by any Authorized Users or by Participating Entities doing business with the Contractor. Reciprocal assistance from the Participating Entity with regard to investigations shall be provided to the Contractor.

1.17 Branch Locations

The branch locations will be in a permanent structure, well-lighted, clean, properly maintained and clearly identified as the truck rental Contractor with whom the reservation was made.

1.18 Additional Requirements

1.198.1 Unlimited Mileage on Truck rentals: Contractor will provide unlimited milage on truck rentals.

Early drop off for after hours.

1.18.2 Global Position System (GPS): Most trucks will come with apple play that allows the Authorized User to use their own navigation system. If the Authorized User would like a GPS, they can purchase it for an additional charge, if available.

1.18.3 Tolls: Contractor partners with Platepass to help manage toll charges to rentals. The below program can change at any time during the Master Agreement.

1.18.3.1 All inclusive: All-Inclusive Tolling will be for every day of the rental, regardless of the calendar usage day. Price per day will vary based on the location of the rental. All-Inclusive model will automatically be added to the Hertz Rental Agreement. No invoice will be issued after the rental is closed. Authorized Users will need to “opt-in” for this new all-inclusive model. If they do not, PlatePass® will automatically default to the per usage day ($9.99 plus toll) model. Authorized Users must “opt-in” at the time of rent, either at the counter or the exit gate. Authorized Users may also “opt-in” at the time of return.

1.18.3.2 Not Opt-in to all inclusive: Authorized Users will be charged for each toll, plus $9.99 per usage day.

1.18.4 **Early Drop off hours:** Contractor after hours return locations are well illuminated and the key drop boxes are in highly visible and secure areas. Authorized User shall maintain responsibility for the condition of the rental vehicle until the vehicle has been

inspected. There is no additional charge for these services. When a vehicle is returned, the location Contractor's agent must check the vehicle before closing the rental. If the Contractor finds any damage, they will note it on the reservation. Contractor's truck is not considered completely under the Contractors control until the Contractor's agent inspects the truck when the location is open. Contractors' locations must be secure, especially areas that have drop off boxes. It is the responsibility of the Authorized User to provide evidence that the truck was in good condition when returned (photos taken when returning with time stamp.

1.18.5 Roadside assistance: Located in the Hertz Corporation Worldwide Reservation / Service Center, Basic Emergency Roadside Service (ERS) is included at no additional cost on all The Hertz Corporation 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. This ERS department is staffed 24 hours a day and 7 days a week including holidays.

The Hertz Corporation 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 or problems resulting from an accident/collision may be passed onto the customer and are outlined.

Premium Roadside Service (comprehensive coverage or PERS) is available at a daily rate. If PERS is purchased, costs up to a maximum of $500 per rental will be covered by The Hertz Corporation for the following items:

Keys locked in Car Lost Key Service Dead Battery due to weather or lights left on Out of Gas Service| Spare Tire Mounting Service $1,000 Travel Interruption Cost Reimbursements due to travel delay's resulting from non-drivable accidents only Mechanical Defects Tow Truck Assistance Fee is waived.

1.18.6 Disaster Recovery Plans and Services: During Disasters, Contractor will work with the Participating Entities to understand their need and to ensure Contractor can provide what is requested. These requests can be made within 24 hours and 72 hours for special truck requests.

During a disaster, the Participating Entity can contact the Key Account Manager (KAM) directly for their need and the KAM will work with the Participating Entity to provide their needs.

2. TRUCK REQUIREMENTS

2.1 Contractor shall maintain a sufficient number of trucks on hand to meet the needs of Participating Entity with advance reservations.

2.2 Required Trucks/Equipment

Contractor certifies that odometer and original miles are the same and are accurate. Minimum standard equipment shall include automatic transmission, power steering, power brakes, air conditioning, AM/FM radio, air bags (if available from manufacturer) and all season radial tires. Contractor shall equip and maintain all rental trucks to meet all federal, state and local truck safety standards, codes, and ordinances.

2.3 At time of truck pickup, Contractor shall deliver to Authorized User a truck with proper fluid levels; coolant protected to –20 degrees; and in clean condition (inside and out). All trucks should be in a like-new condition with no body damage or mechanical problems.

2.4 In inclement winter weather, upon request, truck must be equipped with snow tires as appropriate and furnished with an ice scraper.

2.5 Additional items on the box truck: Trucks over 10K GVWR, Contractor shall include any items outlined in DOT guidelines to ensure compliance.

2.6 If the truck size classification requested by the Participating Entity at the time of reservation is not available at the time of truck pickup, the Authorized User will be so advised and offered an upgrade at no additional cost.

2.7 Truck Models

Contractor shall have available for rent under this Master Agreement the following truck classifications or equivalent models approved by the NASPO Contract Administrator.

Box Trucks: Contractor will provide a small and medium truck classification. Those include 12 ft and 16 ft trucks. All trucks come equipt. with for following:

- Loading Ramps on all current fleet & Lift Gates on all future orders
- 10k lb. Gross Vehicle Weight Rating
- 400 cubic feet cargo space (12 Foot)
- 800 cubic feet cargo space (16 foot)
- Backup cameras
- Front and rear parking sensors
- Pre-collision emergency-braking tech
- Drop frame
- Passenger side delivery door
- Cab-to-cargo passthrough
- Apple/Android car play
- Ancillaries Available Including: Dollies, Hand Trucks, Tie Down Straps, & Padlocks

Contractor may have available for rent under this Master Agreement the following desirable truck classifications:

Desirable Van Classifications
Standard Cargo Van

2.8 Licensing Requirements

Contractor shall secure, maintain and pay for any federal, state and local operational and truck and vehicle licenses required to provide the services as referenced in this Master Agreement.

2.9 Non-Smoking Trucks

All trucks rented under this Master Agreement shall be non-smoking, whereas previous Drivers did not smoke tobacco or other items inside the truck.

3 AUTHORIZED USER RESPONSIBILITIES

3.1 Improper Use of Truck

Participating Entity agrees the rental truck will not be used:

a) by a Authorized User who is under the influence of alcohol or any prohibited drugs,
b) for any illegal purpose,
c) to push or tow another truck unless the truck is equipped for towing and is specified to do so in the rental agreement,
d) to carry passengers or property for hire,
e) in a test, race or contest,
f) by an unlicensed Authorized User,
g) by a person other than an Authorized User outside of the United States except where such use is specifically authorized by the Contract,
h) off paved, graded or maintained roads, or driveways, except when the Contractor has agreed to this in writing beforehand,
i) by an Authorized User who allows more passengers to occupy the truck than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws,
j) by an Authorized User who is under 18 years of age,
k) by an Authorized User or occupant who is smoking.
l) By a driver or occupant who fills the tank with incorrect fuel.

3.2 Full Fuel Tanks

Participating Entity shall return a truck to the Contractor with a full tank of fuel. If Participating Entity returns the truck to Contractor with less than a full tank of fuel, Contractor may invoice Participating Entity for the missing fuel at the average retail cost of fuel for the market at the return location.

SECTION 4 RATES AND PAYMENT

4.1 Payment options:

4.1.1 Credit Card payment: Credit card payments are allowed. The card must be in the name of the Authorized User and the physical card must be presented at the time of rental

4.1.2 Direct Bill: Guaranteed Charge Card option which the form of payment is linked to a P/Card or Credit Card or Central Billing which is a monthly statement and payment submitted back to the Contractor through ACH or check. There is an application process. We request the customer gives 5-7 business days for us to create these accounts.

4.2 Rates:

Bos Truck Size	Daily Rate for rentals from 1-5 days per 24-hour period.	Weekly rate for 7 days (cannot be more than 6 x the daily rate for rentals up to 7 days)	Monthly rate (cannot be more than 24 x the daily Rate)
12 feet	**$ 135.00**	**$675.00**	**$2,700.00**
16 feet	**$141.00**	**$705.00**	**$2,820.00**
Standard Cargo Van	**$102.00**	**$561.00**	**$2,244.00**

Exhibit 4.1
Box Truck Locations

(see attached spreadsheet)

Hertz

Master Agreement Number: PO-10700-00044390

Area - Loc	Brand	Alpha-Num	Location Name	Address	City	State	Zip	Entity
05074 - 06	HERTZ	USALHOO06	HOOVER BOX TRUCKS	1694 MONTG0MERY HWY STE 180	HOOVER	ALABAMA	35216	BOX
05074 - 17	HERTZ	USALBHM17	BIRMINGHAM BOX TRUCKS	2508 5TH AVE S	BIRMINGHAM	ALABAMA	35233	BOX
05015 - 04	HERTZ	USAZGOO04	GOODYEAR BOX TRUCKS	13530 W VAN BUREN STREET	GOODYEAR	ARIZONA	85338	BOX
05015 - 09	HERTZ	USAZPHE09	PHOENIX BOX TRUCKS	1133 W BELL ROAD	PHOENIX	ARIZONA	85023	BOX
05056 - 03	HERTZ	USAZMES03	MESA BOX TRUCK RENTALS	2025 WEST MAIN STREET	MESA	ARIZONA	85201	BOX
05006 - 01	HERTZ	USCAING01	INGLEWOOD BOX TRUCKS	140 TAMARACK AVENUE	INGLEWOOD	CALIFORNIA	90301	BOX
05006 - 02	HERTZ	USCALAE02	LAKEWOOD BOX TRUCKS	6498 E SOUT STREET	LAKEWOOD	CALIFORNIA	90172	BOX
05006 - 08	HERTZ	USCALOE08	LOMITA BOX TRUCKS	1859 LOMITA BLVD	LOMITA	CALIFORNIA	90717	BOX
05017 - 04	HERTZ	USCASFD04	SOUTH SAN FRANCISCO BOX	177 S AIRPORT BLVD. SOUTH	SAN FRANCISCO	CALIFORNIA	94080	BOX
05027 - 03	HERTZ	USCATLE03	TEMECULA BOX TRUCKS	27452 JEFFERSON AVE. SUITE #4	TEMECULA	CALIFORNIA	92591	BOX
05027 - 07	HERTZ	USCARIE07	RIVERSIDE BOX TRUCKS	7777 INDIANA AVENUE	RIVERSIDE	CALIFORNIA	92504	BOX
05046 - 04	HERTZ	USCANHS04	NORTH HILLS BOX TRUCKS	8561 SEPULVEDA BLVD	NORTH HILLS	CALIFORNIA	91343	BOX
05046 - 05	HERTZ	USCAVAE05	VAN NUYS BOX TRUCKS	5800 VAN NUYS BLVD	VAN NUYS	CALIFORNIA	91401	BOX
05046 - 06	HERTZ	USCAPDL06	PALMDALE BOX TRUCKS	438 AUTO VISTA DRIVE	PALMDALE	CALIFORNIA	93551	BOX
05046 - 15	HERTZ	USCABBK15	BURBANK BOX TRUCKS	810 S VICTORY BLVD	BURBANK	CALIFORNIA	91502	BOX
05047 - 01	HERTZ	USCAGEE01	LOS ANGELES BOX TRUCKS	450 N LACIENEGA BLVD	LOS ANGELES	CALIFORNIA	90048	BOX
05047 - 02	HERTZ	USCALAD02	LA VENICE BOX TRUCKS	10603 VENICE BLVD	LOS ANGELES	CALIFORNIA	90034	BOX
05048 - 15	HERTZ	USCAANA15	ANAHEIM BOX TRUCKS	221 WEST KATELLA AVENUE	ANAHEIM	CALIFORNIA	92802	BOX
05053 - 03	HERTZ	USCAELM03	EL MONTE BOX TRUCKS	11606 GARVEY AVENUE	EL MONTE	CALIFORNIA	91732	BOX
05053 - 05	HERTZ	USCAWLE05	WEST COVINA BOX TRUCKS	2144 E GARVEY SOUTH	EST COVINA	CALIFORNIA	91791	BOX
05053 - 06	HERTZ	USCARHE06	ROWLAND HEIGHTS BOX TRUC	18456 COLIMA ROAD	ROWLAND HEIGHTS	CALIFORNIA	91748	BOX
05058 - 03	HERTZ	USCALDE03	SAN LEANDRO BOX TRUCKS	1400 DOOLITTLE DRIVE	SAN LEANDRO	CALIFORNIA	94577	BOX
05059 - 06	HERTZ	USCASJE06	SAN JOSE BOX TRUCKS	725 RIDDER PARK DRIVE#95	SAN JOSE	CALIFORNIA	95131	BOX
05063 - 01	HERTZ	USCASDE01	SAN DIEGO BOX TRUCKS	1120 W LAUREL STREET	SAN DIEGO	CALIFORNIA	92101	BOX
05077 - 01	HERTZ	USCASRE01	SACRAMENTO BOX TRUCKS	1025 16TH STREET	SACRAMENTO	CALIFORNIA	95814	BOX
05024 - 03	HERTZ	USCOAUE03	AURORA BOX TRUCK RENTALS	998 S. HAVANA STREET	AURORA	COLORADO	80012	BOX
05024 - 04	HERTZ	USCOCOL04	COLORADO SPRINGS TRUCKS	1332 MOTOR CITY DRIVE	COLORADO SPRINGS	COLORADO	80905	BOX
05062 - 01	HERTZ	USCOLON01	LONGMONT BOX TRUCKS	10 SOUTH MAIN STREET	LONGMONT	COLORADO	80501	BOX
05062 - 02	HERTZ	USCOALE02	ARVADA BOX TRUCK RENTALS	5595 N SHERIDAN	ARVADA	COLORADO	80002	BOX
05005 - 03	HERTZ	USCTHDT03	WEST HARTFORD BOX TRUCKS	1005 NEW BRITAIN AVENUE	HARTFORD	CONNECTICUT	06110	BOX
05005 - 04	HERTZ	USCTDAB04	DANBURY BOX TRUCKS	1 TOOLEY LANE	DANBURY	CONNECTICUT	06810	BOX
05002 - 08	HERTZ	USDENWK08	NEWARK BOX TRUCK RENTAL	1344 MARROWS RD	NEWARK	DELAWARE	19711	BOX
05007 - 02	HERTZ	USFLMIA02	PALMETTO BAY BOX TRUCKS	16901 SOUTH DIXIE HWY	MIAMI	FLORIDA	33157	BOX
05007 - 03	HERTZ	USFLMIA03	MIAMI BOX TRUCK RENTALS	2751 NW 39TH AVENUE	MIAMI	FLORIDA	33142	BOX
05008 - 01	HERTZ	USFLORH01	ORLANDO BOX TRUCKS	5398 LEE VISTA BLVD	ORLANDO	FLORIDA	32812	BOX
05008 - 02	HERTZ	USFLLNG02	LONGWOOD BOX TRUCKS	541 E STATE ROAD 434	LONGWOOD	FLORIDA	32750	BOX
05018 - 02	HERTZ	USFLCLR02	CLEARWATER BOX TRUCKS	21154 US HWY 19	CLEARWATER	FLORIDA	33765	BOX
05018 - 03	HERTZ	USFLBRD03	BRADENTON BOX TRUCKS	5019 14 STREET WEST	BRADENTON	FLORIDA	34207	BOX
05028 - 03	HERTZ	USFLDRB03	DELRAY BEACH BOX TRUCKS	600 SE STH AVENUE	DELRAY BEACH	FLORIDA	33483	BOX
05032 - 01	HERTZ	USFLEST01	ESTERO BOX TRUCK RENTALS	8001 HERTZ DRIVE	ESTERO	FLORIDA	33928	BOX
05064 - 07	HERTZ	USFLDAV07	DAVIE BOX TRUCK RENTALS	4971 SW 148TH AVENUE	DAVIE	FLORIDA	33331	BOX
05064 - 12	HERTZ	USFLPEM12	PEMBROKE PINES BOX TRUCK	8655 PINES BLVD	PEMBROKE PINES	FLORIDA	33024	BOX
05064 - 16	HERTZ	USFLFLE16	FT LAUDERDALE BOX TRUCKS	901 E SUNRISE BLVD	FORT LAUDERDALE	FLORIDA	33304	BOX
04632 - 43	HERTZ	USGAMAR43	MARIETTA BOX TRUCKS	1551 COBB PARKWAY SOUTH	MARIETTA	GEORGIA	30069	BOX
05000 - 01	HERTZ	USGAMAR01	MARIETTA BOX TRUCKS	1551 COBB PKWY SE	MARIETTA	GEORGIA	30060	BOX
05000 - 02	HERTZ	USGAWOO02	WOODSTOCK BOX TRUCKS	9378 HIGHWAY 92	WOODSTOCK	GEORGIA	30188	BOX
05000 - 03	HERTZ	USGACON03	CONYERS BOX TRUCKS	978 HIGHLAND CIRCLE	CONYERS	GEORGIA	30012	BOX
05009 - 03	HERTZ	USILPAT03	PALATINE BOX TRUCKS	110 E DUNDEE ROAD	PALATINE	ILLINOIS	60007	BOX
05009 - 04	HERTZ	USILDES04	DES PLAINES BOX TRUCKS	2170 MANNHEIM RD	DES PLAINES	ILLINOIS	60018	BOX
05009 - 24	HERTZ	USILHOF24	HOFFMAN BOX TRUCKS	685 W GOLF ROAD	HOFFMAN ESTATES	ILLINOIS	60169	BOX
05009 - 26	HERTZ	USILSTC26	ST CHARLES BOX TRUCKS	2400 E MAIN ST STE 106	ST CHARLES	ILLINOIS	60174	BOX
05010 - 04	HERTZ	USILMOK04	MOKENA BOX TRUCKS	9442 191 ST	9442 191 ST	ILLINOIS	60448	BOX
05010 - 06	HERTZ	USILMAT06	MATTESON BOX TRUCKS	21610 CICERO AVENUE	MATTESON	ILLINOIS	60443	BOX
05049 - 04	HERTZ	USILDEC04	DECATUR BOX TRUCKS	2950 N JASPER ST	DECATUR	ILLINOIS	62526	BOX
05054 - 03	HERTZ	USILGLH03	GLENDALE HEIGHTS TRUCKS	414 E. NORTH AVENUE	GLENDALE HEIGHTS	ILLINOIS	60139	BOX
05054 - 04	HERTZ	USILAUR04	AURORA BOX TRUCKS	902 N LAKE ST	AURORA	ILLINOIS	60506	BOX
05010 - 05	HERTZ	USINMER05	MERRILLVILLE BOX TRUCKS	4280 E HIGHWAY 30	MERRILLVILLE	INDIANA	46410	BOX
05082 - 02	HERTZ	USINCAR02	CARMEL BOX TRUCKS	1441 SOUTH GUILFORD ROAD	CARMEL	INDIANA	46032	BOX
05082 - 03	HERTZ	USINLAF03	LAFAYETTE BOX TRUCKS	812 SAGAMORE PARKWAY NORTH	LAFAYETTE	INDIANA	47904	BOX
05082 - 04	HERTZ	USINMIS04	MISHAWAKA BOX TRUCKS	317 EAST MCKINLEY	MISHAWAKA	INDIANA	46545	BOX
05082 - 05	HERTZ	USINCOL05	COLUMBUS BOX TRUCKS	1643 CENTRAL AVENUE	COLUMBUS	INDIANA	47201	BOX
05082 - 09	HERTZ	USINGRN09	GREENWOOD,IN BOX TRUCKS	695 S.STATE RD 135	GREENWOOD	INDIANA	46142	BOX
05083 - 01	HERTZ	USINEVA01	EVANSVILLE IN BOX TRUCK	1396 N GREEN RIVER RD	EVANSVILLE	INDIANA	47715	BOX
05083 - 02	HERTZ	USINCLA02	CLARKSVILLE BOX TRUCKS	1370 VETERANS PARKWAY	CLARKSVILLE	INDIANA	47129	BOX
05079 - 19	HERTZ	USKSOPK19	OVERLAND PARK BOX TRUCKS	7271 W 105TH	OVERLAND PARK	KANSAS	66212	BOX
05083 - 03	HERTZ	USKYBOW03	BOWLING GREEN BOX TRUCKS	2516 SCOTTSVILLE ROAD	BOWLING GREEN	KENTUCKY	42104	BOX
05083 - 04	HERTZ	USKYLOU04	HURSTBOURNE BOX TRUCKS	1215 S HURSTBOURNE PKWY	LOUISVILLE	KENTUCKY	40222	BOX
05025 - 01	HERTZ	USLABTR01	BATON ROUGE BOX TRUCKS	6868 FLORIDA BLVD	BATON ROUGE	LOUISIANA	70806	BOX
05025 - 02	HERTZ	USLAMET02	METAIRIE BOX TRUCKS	4531 VETERANS MEMORIAL BLVD	MATAIRIE	LOUISIANA	70807	BOX
05001 - 10	HERTZ	USMEPWM10	PORTLAND BOX TRUCKS	202 WARREN AVE STE 300	PORTLAND	MAINE	04103	BOX
05001 - 13	HERTZ	USMEAUG13	AUGUSTA BOX TRUCK RENTAL	75 AIRPORT RD	AUGUSTA	MAINE	04330	BOX
05016 - 03	HERTZ	USMDFOR03	FORESTVILLE BOX TRUCKS	6333 MARLBORO PIKE	FORESTVILLE	MARYLAND	20747	BOX
05019 - 02	HERTZ	USMDLAU02	LAUREL BOX TRUCK RENTALS	14705 US 1	LAUREL	MARYLAND	20707	BOX
05019 - 03	HERTZ	USMDFRE03	CORNELIUS BOX TRUCKS	5732 BUCKEYSTOWN PIKE #29	FREDERICK	MARYLAND	21704	BOX
05019 - 04	HERTZ	USMDCAT04	CATONSVILLE BOX TRUCKS	5530 BALTIMORE NATIONAL PIKE	CATONSVILLE	MARYLAND	21228	BOX
05019 - 05	HERTZ	USMDROC05	ROCKVILLE BOX TRUCKS	1319 D ROCKVILLE PIKE	ROCKVILLE	MARYLAND	20852	BOX
05001 - 03	HERTZ	USMAREV03	REVERE BOX TRUCKS	40-41 LEE BURBANK HIGHWAY	REVERE	MASSACHUSETTS	02151	BOX
05001 - 04	HERTZ	USMAWLE04	WOBURN BOX TRUCKS	911 MAIN STREET	WOBURN	MASSACHUSETTS	01801	BOX

05001 - 05	HERTZ	USMANLE05	NEWTON BOX TRUCK RENTALS	2345 COMMONWEALTH AVE	NEWTON	MASSACHUSETTS	02466	BOX
05001 - 06	HERTZ	USMAMED06	MEDFORD BOX TRUCKS	242 MYSTIC AVENUE	MEDFORD	MASSACHUSETTS	02155	BOX
05001 - 07	HERTZ	USMAHLE07	HAVERHILL BOX TRUCKS	1184 MAN STREET	HAVERHILL	MASSACHUSETTS	01830	BOX
05042 - 02	HERTZ	USMARAY02	RAYNHAM BOX TRUCK RENTAL	609 SOUTH ST W	RAYNHAM	MASSACHUSETTS	02767	BOX
05042 - 04	HERTZ	USMANOR04	NORWOOD BOX TRUCK RENTAL	315 MORSE ST	NORWOOD	MASSACHUSETTS	01187	BOX
05066 - 02	HERTZ	USMAHAN02	HANOVER BOX TRUCKS	644 WASHINGTON ST	HANOVER	MASSACHUSETTS	02339	BOX
05066 - 03	HERTZ	USMAFIT03	FITCHBURG BOX TRUCKS	89 WHALON ST	FITCHBURG	MASSACHUSETTS	01420	BOX
05066 - 04	HERTZ	USMAWOE04	WORCESTER BOX TRUCKS	561 PARK AVENUE	WORCESTER	MASSACHUSETTS	01603	BOX
05066 - 05	HERTZ	USMANDA05	N DARTMOUTH BOX TRUCKS	125 FAUNCE CORNER ROAD	NORTH DARTMOUTH	MASSACHUSETTS	02747	BOX
05066 - 06	HERTZ	USMANAT06	N ATTLEBORO BOX TRUCKS	424 EAST WASHINGTON STREET	NORTH ATTLEBORO	MASSACHUSETTS	02760	BOX
05011 - 02	HERTZ	USMIANN02	ANN ARBOR BOX TRUCKS	4663 WASHTENAW AVENUE	ANN ARBOR	MICHIGAN	48108	BOX
05011 - 04	HERTZ	USMISTH04	STERLING HEIGHTS TRUCKS	40490 VAN DYKE AVENUE	STERLING HEIGHTS	MICHIGAN	48313	BOX
05011 - 06	HERTZ	USMIGRA06	GRAND RAPIDS BOX TRUCKS	640 28TH ST SE	GRAND RAPIDS	MICHIGAN	49548	BOX
05012 - 02	HERTZ	USMNBRO02	BROOKLYN CENTER BOX TRUC	6201 BROOKLYN BLVD	BROOKLYN CENTER	MINNESOTA	55429	BOX
05012 - 04	HERTZ	USMNLAK04	LAKEVILLE BOX TRUCKS	16055 BUCK HILL RD	LAKEVILLE	MINNESOTA	55044	BOX
05012 - 05	HERTZ	USMNRIC05	RICHFIELD BOX TRUCKS	7745 2ND AVENUE SOUTH	RICHFIELD	MINNESOTA	55423	BOX
05029 - 03	HERTZ	USMOOFA03	O'FALLON TRUCK AND VAN	1120 TECHNOLOGY DRIVE STE 111	O'FALLON	MISSOURI	63368	BOX
05029 - 09	HERTZ	USMOSTL09	SAINT LOUIS BOX TRUCKS	9993 MANCHESTER ROAD	ST LOUIS	MISSOURI	93122	BOX
05075 - 03	HERTZ	USMOSGF03	SPRINGFIELD BOX TRUCKS	2867D W CHESTNUT EXPY	SPRINGFIELD	MISSOURI	65802	BOX
05079 - 23	HERTZ	USMOLEE23	LEE'S SUMMIT BOX TRUCKS	905 E LANGSFORD ROAD	LEE'S SUMMIT	MISSOURI	64063	BOX
05013 - 01	HERTZ	USNVLAS01	SWENSON BOX TRUCKS	4775 UNIVERSITY CENTER DR	LAS VEGAS	NEVADA	89119	BOX
05013 - 03	HERTZ	USNVLAS03	RANCHO DR BOX TRUCKS	4590 N RANCHO DRIVE SUIT 3	LAS VEGAS	NEVADA	89130	BOX
05013 - 04	HERTZ	USNVLAS04	SAHARA AVE BOX TRUCKS	5905 W SAHARA AVE UNIT A	LAS VEGAS	NEVADA	86146	BOX
05013 - 05	HERTZ	USNVNLV05	NORTH LAS VEGAS BOX TRUC	2860 E. CRAIG ROAD	NORTH LAS VEGAS	NEVADA	89030	BOX
05013 - 06	HERTZ	USNVLAS06	RAMPART BLVD BOX TRUCKS	221 N RAMPART BLVD	LAS VEGAS	NEVADA	89145	BOX
05042 - 03	HERTZ	USNHMHT03	MANCHESTER BOX TRUCKS	428 SOUTH WILLOW	MANCHESTER	NEW HAMPSHIRE	03113	BOX
05042 - 05	HERTZ	USNHNHA05	N HAMPTON BOX TRUCKS	203 LAFAYETTE ROAD	NORTH HAMPTON	NEW HAMPSHIRE	03862	BOX
05067 - 03	HERTZ	USNHCLA03	CLAREMONT BOX TRUCK	299 WASHINGTON STREET	CLAREMONT	NEW HAMPSHIRE	03743	BOX
05071 - 04	HERTZ	USNHCON04	CONCORD BOX TRUCKS	71 AIRPORT RD	CONCORD	NEW HAMPSHIRE	03301	BOX
05002 - 03	HERTZ	USNJLAK03	LAKEWOOD BOX TRUCKS	1093 OCEAN AVENUE	LAKEWOOD	NEW JERSEY	08701	BOX
05050 - 01	HERTZ	USNJNEW01	NEWARK BOX TRUCK RENTALS	589 FERRY STREET	NEWARK	NEW JERSEY	07105	BOX
05050 - 02	HERTZ	USNJWOD02	WOODBRIDGE BOX TRUCKS	370 ROUTE 9 N	WOODBRIDGE	NEW JERSEY	07095	BOX
05014 - 01	HERTZ	USNYRIV01	RIVERHEAD BOX TRUCKS	1830 W MAIN STREET	RIVERHEAD	NEW YORK	11901	BOX
05014 - 02	HERTZ	USNYHIC02	HICKSVILLE BOX TRUCKS	125 WEST JOHN STREET	HICKSVILLE	NEW YORK	11801	BOX
05014 - 03	HERTZ	USNYHUN03	HUNTINGTON BOX TRUCKS	145 W JERICHO TURNPIKE	HUNTINGTON	NEW YORK	11746	BOX
05014 - 04	HERTZ	USNYWBA04	WEST BABYLON BOX TRUCKS	350 ROUTE 109	WEST BABYLON	NEW YORK	11704	BOX
05014 - 05	HERTZ	USNYSMI05	SMITHTOWN BOX TRUCKS	390 EAST JERICHO TURNPIKE	SMITHTOWN	NEW YORK	11810	BOX
05033 - 03	HERTZ	USNYWET03	WEBSTER BOX TRUCKS	2111 EMPIRE BLVD	WEBSTER	NEW YORK	14580	BOX
05033 - 05	HERTZ	USNYROC05	ROCHESTER BOX TRUCKS	15 ELMGROVE PARK	ROCHESTER	NEW YORK	14624	BOX
05033 - 08	HERTZ	USNYROC08	ROCHESTER RIDGE BOX TRUC	1301 EAST RIDGE ROAD	ROCHESTER	NEW YORK	14621	BOX
05033 - 10	HERTZ	USNYHEN10	WEST HENRIETTA TRUCKS	840 LEHIGH STATION ROAD	WEST HENRIETTA	NEW YORK	14586	BOX
05037 - 01	HERTZ	USNYLPT01	LOCKPORT BOX TRUCKS	5664 S TRANSIT ROAD	LOCKPORT	NEW YORK	14094	BOX
05037 - 06	HERTZ	USNYBUF06	BUFFALO BOX TRUCKS	4195 GENESEE ST	BUFFALO	NEW YORK	14225	BOX
05037 - 07	HERTZ	USNYBUF07	BIFFALO PEARL BOX TRUCKS	538 PEARL ST	BUFFALO	NEW YORK	14202	BOX
05037 - 08	HERTZ	USNYNIA08	NIAGRA BOX TRUCKS	2200 MILITARY RD	NIAGARA FALLS	NEW YORK	14304	BOX
05037 - 10	HERTZ	USNYORC10	RCHARD PARK BOX TRUCKS	3518 SOUTHWESTERN BLVD	ORCHARD PARK	NEW YORK	14127	BOX
05040 - 01	HERTZ	USNYPOU01	POUGHKEEPSIE BOX TRUCKS	20 IBM RD	POUGHKEEPSIE	NEW YORK	12601	BOX
05040 - 09	HERTZ	USNYNEW09	NEWBURGH BOX TRUCKS	5469 RTE 9W	NEWBURGH	NEW YORK	12550	BOX
05065 - 09	HERTZ	USNYWAE09	WATERTOWN BOX TRUCKS	18230 US 11	WATERTOWN	NEW YORK	13601	BOX
05065 - 18	HERTZ	USNYSYR18	SYRACUSE BOX TRUCKS	1216 BURNET AVENUE	SYRACUSE	NEW YORK	13203	BOX
05065 - 20	HERTZ	USNYYOR20	YORKVILLE BOX TRUCKS	5174 COMMERICIAL DR	YORKVILLE	NEW YORK	13495	BOX
05065 - 21	HERTZ	USNYVES21	VESTAL BOX TRUCKS	2520 VESTAL PARKWAY EAST	VESTAL	NEW YORK	13850	BOX
05065 - 22	HERTZ	USNYHSE22	HORSEHEADS BOX TRUCKS	276 SING SING RD STE 8	HORSEHEADS	NEW YORK	14845	BOX
05067 - 01	HERTZ	USNYRIG01	RIDGEWOOD BOX TRUCKS	6216 METROPOLITAN AVENUE	RIDGEWOOD	NEW YORK	11362	BOX
05020 - 03	HERTZ	USNCDUR03	DURHAM BOX TRUCK RENTALS	3601 HILLSBOROUGH ROAD	DURHAM	NORTH CAROLINA	27705	BOX
05020 - 04	HERTZ	USNCCOR04	CORNELIUS BOX TRUCK	18709 STATESVILLE ROAD	CORNELIUS	NORTH CAROLINA	28031	BOX
05020 - 05	HERTZ	USNCGRE05	GREENSBORO BOX TRUCKS	1619 WESTOVER TERRACE	GREENSBORO	NORTH CAROLINA	27408	BOX
05020 - 06	HERTZ	USNCAPE06	APEX BOX TRUCK RENTALS	704 LAURA DUNCAN ROAD	APEX	NORTH CAROLINA	27502	BOX
05020 - 07	HERTZ	USNCCHA07	CHARLOTTE BOX TRUCKS	5010 N TYRON ST	CHARLOTTE	NORTH CAROLINA	28213	BOX
05081 - 01	HERTZ	USOHCIN01	KEMPER RD BOX TRUCKS	1610 E KEMPER RD	CINCINNATI	OHIO	45246	BOX
05081 - 02	HERTZ	USOHFAI02	FAIRFIELD BOX TRUCKS	7029 DIXIE HIGHWAY	FAIRFIELD	OHIO	45014	BOX
05081 - 06	HERTZ	USOHCIN06	MONTGOMERY RD BOX TRUCKS	11943 MONTGOMERY RD	CINCINNATI	OHIO	45249	BOX
05081 - 07	HERTZ	USOHCIN07	AICHOLTZ BOX TRUCKS	4616 AICHOLTZ RD	CINCINNATI	OHIO	45244	BOX
05073 - 05	HERTZ	USOKOLE05	OKLAHOMA BOX TRUCKS	3300 S. MERIDIAN	OKLAHOMA CITY	OKLAHOMA	73119	BOX
05003 - 01	HERTZ	USPAFAI01	FAIRLESS HILL BOX TRUCKS	327 LINCOLN HIGHWAY	FAIRLESS HILLS	PENNSYLVANIA	19030	BOX
05003 - 02	HERTZ	USPAPHL02	PHILADELPHIA BOX TRUCKS	4100 PRESIDENTIAL BLVD	PHILADELPHIA	PENNSYLVANIA	19131	BOX
05003 - 03	HERTZ	USPAALL03	ALLENTOWN BOX TRUCKS	1523 LEHIGH ST #5	ALLENTOWN	PENNSYLVANIA	18103	BOX
05003 - 04	HERTZ	USPAPHE04	PHILADELPHIA BOX TRUCKS	6815 ESSINGTON AV PHILADELPHIA	PHILADELPHIA	PENNSYLVANIA	19153	BOX
05043 - 02	HERTZ	USPAHAR02	HARRISBURG BOX TRUCKS	3462 PAXTON STREET	HARRISBURG	PENNSYLVANIA	17111	BOX
05043 - 03	HERTZ	USPAPOT03	POTTSTOWN BOX TRUCKS	1425 E HIGH ST	POTTSTOWN	PENNSYLVANIA	19464	BOX
05043 - 05	HERTZ	USPABAR05	BARTONSVILLE BOX TRUCKS	3180 ROUTE PA-611	BARTONSVILLE	PENNSYLVANIA	18360	BOX
05043 - 16	HERTZ	USPAWES16	WEST CHESTER BOX TRUCKS	1528 PAOIL PIKE	WEST CHESTER	PENNSYLVANIA	19380	BOX
05045 - 01	HERTZ	USPAPLE01	PLEASANT HILL BOX TRUCKS	280 CURRY HOLLOW ROAD	PLEASANT HILLS	PENNSYLVANIA	15236	BOX
05020 - 02	HERTZ	USSCROC02	ROCK HILL BOX TRUCKS	699 NORTH ANDERSON ROAD	ROCK HILL	SOUTH CAROLINA	29730	BOX
05026 - 01	HERTZ	USTNANT01	ANTIOCH BOX TRUCKS	783 BELL ROAD	ANTIOCH	TENNESSEE	37013	BOX
05026 - 03	HERTZ	USTNHEN03	HENDERSONVILLE BOX TRUCK	1181 W MAIN STREET	HENDERSONVILLE	TENNESSEE	37075	BOX
05026 - 04	HERTZ	USTNNSH04	NASHVILLE BOX TRUCKS	310 CHARLOTTE AVENUE	NASHVILLE	TENNESSEE	37209	BOX
05085 - 05	HERTZ	USTNMEM05	MEMPHIS BOX TRUCKS	1831 GETWELL RD	MEMPHIS	TENNESSEE	38111	BOX
05088 - 03	HERTZ	USTNFRA03	FRANKLIN BOX TRUCK	1113 MURFREESBORO RD	FRANKLIN	TENNESSEE	37064	BOX
05004 - 06	HERTZ	USTXMID06	MIDLAND BOX TRUCK	2200 WEST WALL STREET	MIDLAND	TEXAS	79701	BOX
05022 - 05	HERTZ	USTXAUS05	AUSTIN BOX TRUCK RENTALS	911 W ANDERSON LANE STE 125	AUSTIN	TEXAS	78757	BOX
05022 - 06	HERTZ	USTXSAD06	SAN ANTONIO BOX TRUCKS	5886 DEZAVALA ROAD	SAN ANTONIO	TEXAS	78249	BOX

05022 - 09	HERTZ	USTXAUS09	AUSTIN BOX TRUCK RENTALS	5717 S I135	AUSTIN	TEXAS	78745	BOX
05022 - 10	HERTZ	USTXWAC10	WACO BOX TRUCK RENTALS	5174 W WACO DR	WACO	TEXAS	76710	BOX
05022 - 11	HERTZ	USTXKIL11	KILLEEN BOX TRUCKS	4100 E. STAN SCHLUETER LOOP	KILLEEN	TEXAS	76542	BOX
05051 - 03	HERTZ	USTXFRI03	FRISCO BOX TRUCK RENTALS	2930 PRESTON RD STE 920	FRISCO	TEXAS	75034	BOX
05051 - 05	HERTZ	USTXRLE05	RICHARSON TRUCK AND VAN	233 NORTH CENTRAL EXPRESSWAY	RICHARDSON	TEXAS	75080	BOX
05060 - 03	HERTZ	USTXLOA03	LIVE OAK BOX TRUCKS	12528 N INTERSTATE 35 FRONTAGE	LIVE OAK	TEXAS	78233	BOX
05060 - 07	HERTZ	USTXSAD07	SAN ANTONIO BOX TRUCKS	5714 LOOP 410 WEST SUITE 400	SAN ANTONIO	TEXAS	78238	BOX
05060 - 08	HERTZ	USTXSAM08	SAN MARCOS BOX TRUCKS	3209 I-35 BUILDING B	SAN MARCOS	TEXAS	78666	BOX
05070 - 03	HERTZ	USUTSLE03	SALT LAKE CITY BOX TRUCK	750 S MAIN STREET	SALT LAKE CITY	UTAH	84101	BOX
05016 - 01	HERTZ	USVASTE01	STERLING BOX TRUCK	23000 INDIAN CREEK DR	STERLING	VIRGINIA	20116	BOX
05057 - 02	HERTZ	USVANOR02	NORFOLK BOX TRUCKS	3323 N MILITARY HWY	NORFOLK	VIRGINIA	23518	BOX
05023 - 01	HERTZ	USWASED01	BURIEN BOX TRUCK RENTALS	14500 1ST AVENUE SOUTH	SEATTLE	WASHINGTON	98168	BOX
05023 - 02	HERTZ	USWAAUB02	AUBURN BOX TRUCK RENTALS	1911 AUBURN WAY NORTH STE E	AUBURN	WASHINGTON	98002	BOX
05061 - 03	HERTZ	USWAEVE03	EVERETT BOX TRUCKS	2920 RUCKER AVE	EVERETT	WASHINGTON	98201	BOX
05061 - 04	HERTZ	USWAKIR04	KIRKLAND BOX TRUCKS	11709 124TH AVENUE NE	KIRKLAND	WASHINGTON	98034	BOX
05076 - 28	HERTZ	USWVMAR28	MARTINSBURG BOX TRUCKS	926 N QUEEN ST	MARTINSBURG	WEST VIRGINIA	25404	BOX

Exhibit 5
Provisions Required by Federal Law

If and as applicable to Contractor or the Services, Contractor shall comply with all federal law, regulations and executive order, as indicated, and shall cause all subcontractors to comply with all federal law, regulations and executive order including the following. 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). The Executive Order prohibits contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

During the performance of the Master Agreement, Contractor agrees as follows:

1.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

1.4 Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of

Labor for purposes of investigation to ascertain compliance with such rules, regulations, and Request for Services.

1.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Master Agreement or with any of the said rules, regulations, or Request for Services, this Master Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Request for Services 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Request for Services 11246 of September 24, 1965, or by rule, regulation, or Request for Services of the Secretary of Labor, or as otherwise provided by law.

1.8 Contractor will include the portion of the sentence immediately preceding subsection 1.1 and the provisions of subsection 1.1 through subsection 1.8 in every subcontract or purchase Request for Services unless exempted by rules, regulations, or Request for Services of the Secretary of Labor issued pursuant to section 204 of Executive Request for Services 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase Request for Services as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act.

2.1. All transactions regarding this Master Agreement will be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt.5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2.2. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

2.3. Additionally, Contractor shall pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act.

3.1. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt.3 as may be applicable, which are incorporated by reference into this Master Agreement.

3.2. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency (FEMA) may be appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these Master Agreement clauses.

3.3. A breach of the contract clauses above may be grounds for termination of the Master Agreement and for debarment as a contractor and subcontractor as provided in 29 C.F.R.§5.12.

4. Contract Work Hours and Safety Standards Act.

4.1. Overtime requirements. No contractor or subcontractor contracting for any part of the Master Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such workweek.

4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 4.1, Contractor or subcontractor responsible therefor shall be liable for the unpaid

wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 4.1, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by subsection 4.1.

4.3. Withholding for unpaid wages and liquidated damages. The Purchasing Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under the Master Agreement or any other Federal contract with Contractor or subcontractor or any other federally-assisted contract subject to the same Contract Work Hours and Safety Standards Act, which is held by Contractor or subcontractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or subcontractor for unpaid wages and liquidated damages as provided in subsection 4.2.

4.4. Subcontracts. Contractor or subcontractor shall insert in any subcontract the clauses set forth in subsections 4.1 through 4.4 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor with these provisions.

5. Clean Air Regulations. Contractor shall comply with all applicable standards, Request for Services, or requirements issued pursuant to the Clean Air Act (42 U.S.C. §7401 et. seq.). The Act provides, in part:

5.1. No agency may enter into any contract with any person who is convicted of any offense under the Act for the procurement of Products, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under the Act, the condition giving rise to the conviction also shall be considered to include any substantive violation of the Act associated with the violation of the Act.

5.2. The Administrator may extend this prohibition to other facilities owned or operated by the convicted person. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

5.3. In Request for Services to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an Request for Services (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

5.4. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

5.5. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

5.6. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

5.7. Contractor shall include these provisions in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Clean Water Regulations. Contractor shall comply with all applicable standards, Request for Services, or requirements issued under the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387).

6.1. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of Products, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

6.2. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section. In Request for Services to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued a Request for Services:

6.2.1. Requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

6.2.2. Setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

6.3. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

6.4. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

6.4.1. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in Request for Services to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

6.4.2. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

6.5. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

6.6. Contractor shall include these provisions in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Solid Waste Disposal Act. Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. EPA Regulations. Contractor shall comply with all applicable standards, Request for Services, or requirements under Executive Request for Services 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 State, 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.

9. 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.

10. Recycled Materials. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the Contract performance schedule, (ii) meeting Contract performance requirements, or (iii) at a reasonable price.

11. 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).

12. Byrd Anti-Lobbying Amendment; Truth in Lobbying. This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110. Contractor certifies, to the best of the Contractor's knowledge and belief that:

12.1. 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.

12.2. 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.

12.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract 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. Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure.

13. HIPAA Compliance. If the work performed under this Contract 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 Contract is covered by HIPAA. Contractor shall comply and cause all subcontractors to comply with the following:

13.1. 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 the State for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the State's Privacy Rules, OAR 407-014-0000 et. seq., or the State's Notice of Privacy Practices, if done by Purchasing Entity. A copy of the most recent State Notice of Privacy Practices is posted on the State web site at: http://www.oregon.gov/OHA or may be obtained from Purchasing Entity.

13.2. Data Transactions Systems. If Contractor intends to exchange electronic data transactions with 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 the State and shall comply with the State's EDI Rules.

13.3. Consultation and Testing. If Contractor reasonably believes that the Contractor's or the State'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 State's HIPAA officer. Contractor or State may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the State's testing schedule.

13.4. If Contractor is deemed to be a business associate of State under HIPAA's Privacy Rule, 45 CFR Parts 160 and 164, Contractor hereby provides the State with satisfactory assurances that if it receives from the State 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:

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

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

13.4.3. 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 Contract;

13.4.4. Contractor will report to Purchasing Entity any use or disclosure of PHI not provided for by this Contract of which Contractor becomes aware;

13.4.5. 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;

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

13.4.7. 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 State or trading partner (or created or received by Contractor on behalf of the State or trading partner) available to the State and to the Secretary of the United States Department of Health and Human Services, for purposes of determining the State's or trading partners' compliance with HIPAA; and

13.4.8. If feasible, upon termination of this Contract, Contractor shall return or destroy all PHI received from the State or trading partners (or created or received by Contractor on behalf of the State 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 Contract 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, 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

Purchasing Entity and trading partners under this Contract.

14. 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:

14.1. 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 Purchasing Entity, the Medicaid Fraud Control Unit and the Secretary of Health and Human Services;
14.2. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;
14.3. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and
14.4. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.
14.5. 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.

15. Substance Abuse Prevention and Treatment and Drug Free Workplace. 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). In addition, the Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, Contractor acknowledges the following:

15.1. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.
15.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
15.3. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.
15.4. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.

Contractor certifies that will provide drug-free workplaces for their employees.

16. Funding Agreements. If Contractor is a small business firm or nonprofit organization and the Contract provides for the performance of experimental, developmental or research work funded in whole or in part by the Federal government, Purchasing Entity shall comply with the provisions of 37 C.F.R. pt.401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by FEMA. See 2 C.F.R. pt. 200, Appendix II ¶F.

17. Access to Records; 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." Contractor shall provide the State of Oregon, Purchasing Entity, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making

audits, examinations, excerpts and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. If applicable, Contractor shall provide the FEMA Administrator or his authorized representatives access to construction sites pertaining to the work being completed under the Contract. Contractor and Purchasing Entity acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

18. Debarment and Suspension. Contractor shall comply and shall cause its subcontractors to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and 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 Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, Contractor principles as defined in 2 C.F.R. §180.995 or its affiliates, as defined in 2 C.F.R. §180.905.). 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 (excluded as defined in 2 C.F.R. §180.940 or disqualified as defined in 2 C.F.R. §180.935). 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. Contractor certifies:

18.1. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

18.2. Contractor has not within a three-year period preceding the Effective Date of this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

18.3. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection, 16.2 of this certification; and

18.4. Contractor has not within a three-year period preceding the Effective Date of this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

19. Americans with Disabilities Act. Contractor shall comply and cause all subcontractors to comply with Title II 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. This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

20. 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.).

21. 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.

22. 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) and Title IX of the Education Amendments

of 1972 (20 U.S.C. section 1681, et. seq) and the implementing regulations at 6 CFR Part 17 and 44 CFR Part 19.

23. Whistleblower Protection Act. Contractor shall comply with the requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, 10 U.S.C. Section 4712, 10 U.S.C. 2324, 41 U.S.C. Sections 4304 and 4310.

24. US Patriot Act of 2001. Contractor shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 U.S.C. section 175-175c.

25. Rehabilitation Act of 1973. Contractor shall comply with requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended.

26. Trafficking Victims Protection Act of 2000. Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 U.S.C. section 7104.

27. Age Discrimination Act. Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. C. section 6101 et. seq.).

28. Buy American and Hire American. Contractor shall comply with any applicable provisions of the Buy American Act (41 U.S.C. section 83-1 through 8305 and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of Products, products, or material produced in the United States.

29. Use of Logos. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific FEMA pre-approval.

30. False Statements. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

31. General Provisions. The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to Purchasing Entity, Contractor or any other party pertaining to any matter resulting from the Contract.

Exhibit 6
NASPO ValuePoint Detailed Sales Data Report Form

NASPO Detailed Sales Report Data Form	
Field Name	**Instructions to Contractor**
Year	
Quarter	Based on Invoice Date or Date Final Rental Charges are Assessed: (1 = January-March, 2 = April-June, 3 = July-September, 4 = October-December
Portfolio Name	Portfolio name as assigned by Lead State.
Vendor Name	Your Company Name.
Vendor Master Agreement Number	This is the number assigned by the Lead State.
Customer Contract or PA Number	This is the Customer's contract or Participating Agreement number.
Renting State	Typically, the state where the renting organization is located unless its parent organization resides in a different state, in which case it is based on the parent. (Example: A satellite college campus that resides in another state, then use the state where the primary college is located.)
Customer Account Number	Contractor's internal number for the Customer/renting entity.
Customer Type	Categorize the Customer into one of the following NASPO standard Customer types: "State Government" "City Government" "County Government" "K12 Education" (Primary, middle or secondary schools), "Higher Education" (Colleges or Universities) "Non-Profit" "Other"
Bill To Name	These fields should be the corresponding information found on your invoice.
Bill To Address	

Bill To City	
Bill To State	
Bill To Zip Code	
Renting Customer Name	This is the name of the organization that rented from the Contractor. In some cases, this may be an individual's/person's name.
Invoice Date	This is the date the Contractor assesses rental charges to the Customer. Dates included in this report must fall within the reporting period.
Invoice Number	This is the number on the invoice or final billing document issued by the Contractor to the Customer
Customer PO Date	This is the date appearing on the Purchase Order provided by the Customer
Customer PO Number	This is the number provided to the Contractor by the Customer on the Customer's order
Vehicle Rental Type	Type of rental - Vehicle Rental or Box Truck Rental
Product/Service ID	Contractor assigned Rental Agreement Number
Product or Service Description	Product or Service Description.
Retail/Published Rental Daily Rate	MSRP/Retail/Published Price or Rate. (**Do not** include $ sign with value. Value must be formatted as number and not text.) For non-standard products/services where there is no MSRP or "retail" price, either leave this field blank or populate it with the Purchase Unit Price/Rate.
NASPO Rental Daily Rate	Passenger Vehicle or Box Truck Rental Daily Rate based on NASPO Contract.
Total Number of Days Rented	If rental is less than a full day, express number of hours as a decimal. Example: 3 hours = 0.125
Total Price	Total Price **must** = Total Days Rented X NASPO Rental Daily Rate (Do not include $ sign with value. Value must be formatted as number and not text.)

Currency	It is expected this will reflect US Dollars.
Category	Portfolio Category the product belongs to. Category is defined using Passenger Rental Vehicle Class or Box Truck Classification
Sub-Category	Portfolio sub-category of the service. Sub-Category is defined using Passenger Rental Car Model or Box truck Classification
UNSPSC Code	Product's UNSPSC commodity code - https://www.unspsc.org/. UNSPSC code Passenger Vehicle Rental and Box Truck is 78111808

Amendment No. 1 to PO-10700-00043390

This is Amendment No. 1 ("Amendment") to Master Agreement PO-10700-000443390, effective January 31, 2025, as amended from time to time, ("Master Agreement") between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, State Procurement Services ("DAS SPS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and The Hertz Corporation ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

The purpose of this Amendment is:

1. To Modify Section 3 Term of the Master Agreement.
2. To Modify Section 5 Pricing of the Master Agreement.
3. To Modify Exhibit 3.1, Section 1.15, Sub-Section 1.15.2 One Way Rentals
4. To Replace Exhibit 3.1 Rates and Passenger Vehicles

AMENDMENT

The parties agree:

1. The Master Agreement is amended as follow:

1.1. Section 3 of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

3.Term of the Master Agreement

This Master Agreement is effective on the date it has been signed by the parties and has been approved as required by applicable law ("Effective Date"). The initial term of this Master Agreement ends August 1, 2026 ("Initial Term"). This Master Agreement may be extended beyond the Initial Term for additional terms, at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance, provided however the total Term of the Master Agreement, including the Initial term and all renewal terms, ~~may not be more than 5 years from the Effective Date~~**, will not extend beyond July 31, 2030**.

1.2 Section 5 of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough:~~

5. Pricing

Except as provided in this Section, during the term of the Master Agreement, Contractor shall offer Services to Purchasing Entities at the pricing as set forth in Exhibit 3.1 (for Passenger Vehicles) and Exhibit **4.2** ~~4.1~~ (for Box Trucks).

5.1 Price Adjustments

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

1.3 Exhibit 3, Section 15, subsection 1.15.2 One Way Rentals of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1.15.2 One Way Rentals: Contractor will charge the base rate and allowable charges identified for a vehicle rental **in Exhibit 3.1**. ~~as if a round-trip rental~~. If a round trip is changed to a one-way rental, **after the Authorized User has booked the vehicle,** the Authorized User is required to confirm with contractor prior to **leaving the Contractors location** **with the vehicle** ~~taking it~~ one way or the one-way terms to not apply. Contractor shall not charge any drop fee.

1.4 Exhibit 3.1 Rates and Passenger Vehicles of the Master Agreement is replaced with Revised Exhibit 3.1 Rates and Passenger Vehicles, attached hereto, effective as of the Amendment Effective Date.

2. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or agency of this state.
3. Contractor shall comply with all federal laws applicable to the Contractor and to the Services to be provided under the Master Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Master Agreement, Contractor has no financial or other interest in the outcome of the project.
4. Except as expressly amended above, all other terms and conditions of the Master Agreement, including as previously amended, are still in full force and effect. Contractor certifies that the representations, warranties, and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.
5. Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

5.1. The number set forth in the Master Agreement is Contractor correct taxpayer identification number; and

5.2. Contractor is not subject to backup withholding because:

5.2.1. Contractor is exempt from backup withholding,

5.2.2. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or

5.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

5.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:

5.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and

5.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor and

5.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or services, or property, whether tangible or intangible, provided by Contractor and

5.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.4. In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on

this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Signatures:

The Hertz Corporation:

Signature: Michael DeRosa Date: 2/10/25

Printed Name, Title: Michael DeRosa, Senior Director Government Sales

Federal Tax ID: 13-1938568 Oregon Tax ID: _____

State of Oregon, by and through its Department of Administrative Services, State Procurement Services:

Signature: _____ Date: 02/10/2025

Printed Name, Title: John Anglemier State Procurement Manager

Approved pursuant to ORS 291.047:

Signature: Karen J. Johnson, Sr. Assistant Attorney General Via email Date: February 10, 2025

Matter: GF 0182-24

REVISED- Exhibit 3.1 Rates and Passenger Vehicle Types			
Hertz Corporation			
	Offered Daily Rate for rentals from 1-5 days per 24 hour period.	Offered Weekly rate for 7 days is 5.5 x the daily rate for rentals up to 7 days	Offered Monthly rate is 22 x the daily rate
Sedans			
Economy	$35.75	$196.62	$786.50
Compact	$35.75	$196.62	$786.50
Intermediate	$37.75	$207.62	$830.50
Standard	$37.75	$207.62	$830.50
Full Size	$40.75	$224.12	$896.50
One Way Rental	$125.00	Not applicable	Not applicable
Passenger Vans			
Mini Van	$71.00	$390.50	$1,562.00
12 Passenger Van	$120.00	$660.00	$2,640.00
SUV's			
Mid/Standard SUV	$67.75	$372.62	$1,490.50
Full Size/Premium SUV	$95.00	$522.50	$2,090.00
Pick-Ups			
Small Pick Up Truck	$70.00	$385.00	$1,540.00
Large Pick Up Truck	$75.00	$412.50	$1,650.00
Other			
Premium	$80.00	$440.00	$1,760.00
Jeep/Crossover	$65.00	$357.50	$1,430.00
Convertible	$80.00	$258.50	$1,760.00
Compact Hybrid	$47.00	$258.50	$1,034.00
Intermediate Hybrid	$47.00	$258.50	$1,034.00
Full Size Hybrid	$50.00	$275.00	$1,100.00
15 Passenger Van	$120.00	$660.00	$2,640.00
Electric Vehicles (Compact) E2	$41.00	$225.50	$902.00
Electric Vehicles (compact SUV E1)	$41.00	$225.50	$902.00
Electric Vehicles (Premium E7)	$65.00	$357.50	$1,430.00
Electric Vehicles (SUV L8,E9)	$72.50	$398.75	$1,595.00
Additional Services Offered			
Roadside Assistance covered in rental cost.	Mechanical Breakdowns, service text updates and provider service tracking, concierge taxi service for breakdown or		
Toll Pass Devices	Two Options: 1. All inclusive per day; Varies by state 2. Per day usage. Current rate is $9.95 per day for tolls used + cost of tolls.		
Smoking / cleaning Damages	Actual cost with a maximum of $400.00		
Contractor pick up or drop off passenger vehicle to Authorized User	vailable, to be determined by location and a delivery fee may app		

Airport Surcharges	
ATLANTA-HARTSFIELD INT'L	$3.00
DENVER INT'L AP	$3.00
LOS ANGELES INT'L AP	$5.00
HOLLYWOOD-BURBANK AP	$5.00
LONG BEACH AP	$5.00
JOHN WAYNE AP	$5.00
ONTARIO INT'L AP	$5.00
SANTA BARBARA AP	$5.00
SAN JOSE AIRPORT	$5.00
SAN FRANCISCO INT'L AP	$5.00
OAKLAND INT'L AP	$5.00
SACRAMENTO INTL AP	$5.00
STATE OF FLORIDA	$5.00
DETROIT METRO AP	$8.00
BOSTON LOGAN INT'L AP	$8.00
MANCHESTER AP	$8.00
PHILADELPHIA INT'L AP	$8.00
RONALD REAGAN NATL AP	$8.00
WASHINGTON-DULLES INT'L	$8.00
BWI/THURGOOD MARSHALL AP	$8.00
HARRISBURG INT'L AP	$8.00
ALLENTOWN PA	$8.00
NANTUCKET MEMORIAL AIRPORT	$8.00
O'HARE AP	$10.00
CHICAGO MIDWAY AP	$10.00
STATE OF HAWAII	$10.00
EWR	$16.00
Manhattan	$19.25
LGA	$19.25
JFK	$19.25

Hertz Licensee Locations Participation List *Rentals in		
State	**City**	**Corporate Rate Daily Surcharge**
Alabama	Huntsville Airport	$15
	Huntsville South	$15
	Madison	$15
Alaska	State of Alaska	$8
Arkansas	Bentonville	$15
	Bentonville (HLE)	$15
	Little Rock	$12
	Texarkana	$15
California	San Luis Obispo	$12
Georgia	Brunswick	$8
Idaho	Boise	$15
	Hayden Lake (Aviation)	$8
	Idaho Falls	$15
	Lewiston	$15
	Sun Valley	$12
Kentucky	Paducah	$12
Louisiana	Monroe (92540-01)	$15
Mississippi	Columbus	$15
Montana	Billings	$15
	Bozeman	$12
	Great Falls	$12
	Helena	$15
	Kalispell	$8
New Mexico	Roswell	$12
New York	Ithaca	$12
North Dakota	Bismarck	$15
	Dickinson	$12
	Fargo	$15
	Grand Forks	$12
	Minot	$12
	Williston	$12
Ohio	Columbus AP	$12
	Dayton AP	$12
	Dayton HLE	$8
	Vandalia	$8
Oregon	Medford	$8
	Redmond	$8
Pennsylvannia	Erie	$15
	Latrobe	$8
	State College	$12
	Williamsport	$8
Puerto Rico		$15
South Dakota	Aberdeen	$12
	Rapid City	$12
	Sioux Falls	$15
Washington	Pasco	$12
	Pullman	$15
	Spokane	$12
Wisconsin	Appleton	$15
	Green Bay	$15
Wyoming	Casper	$12
	Cody	$12
	Gillette	$12
	Jackson	$12

Amendment No. 2 to PO-10700-00043390

This is Amendment No. 2 ("Amendment") to Master Agreement PO-10700-000443390, effective January 31, 2025, as amended from time to time, ("Master Agreement") between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, State Procurement Services ("DAS SPS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and The Hertz Corporation ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

The purpose of this Amendment is:

1. To Modify Exhibit 3.1, Section 1.15, Sub-Section 1.15.2 One Way Rentals
2. To Replace Exhibit 3.1 Rates and Passenger Vehicles
3. To Modify Exhibit 4, 1.18.5

AMENDMENT

The parties agree:

1. The Master Agreement is amended as follow:

1.1 Exhibit 3, Section 15, subsection 1.15.2 One Way Rentals of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1.15.2 One Way Rentals: For a one-way vehicle rental Contractor will charge the base rate (daily rate) and allowable charges. For allowed one-way rentals greater than 500 miles, Contractor will charge the base rate and allowable charges plus a $125 rental drop fee. One-way rentals must be reserved as such in advance of the rental or Authorized User must arrange such one-way rentals with the applicable renting location during the rental period. Some locations prohibit one-way rentals. If a round-trip is changed to a one-way rental during the rental period, the Authorized User is required to confirm with Contractor prior to taking it one way or the one-way terms may not apply. Contractor will not charge any drop fee or mileage charge for allowed one-way rentals of 500 miles or less. ~~Contractor will charge the base rate and allowable charges identified for a vehicle rental in Exhibit 3.1. If a round trip is changed to a one-way rental, after the Authorized User has booked the vehicle, the Authorized User is required to confirm with contractor prior to leaving the Contractors location with the vehicle one way or the one-way terms to not apply. Contractor shall not charge any drop fee~~.

1.2 Exhibit 3.1 Rates and Passenger Vehicles of the Master Agreement is replaced with Revised Exhibit 3.1 Rates and Passenger Vehicles, attached hereto, effective as of the Amendment Effective Date.

1.3 Exhibit 4, Section 18, subsection 1.18.5 Roadside Assistance of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1.18.5 Roadside Assistance: Located in the Hertz Corporation Worldwide Reservation / Service Center, Basic Emergency Roadside Service (ERS) is included at no additional cost on all The Hertz Corporation 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. This ERS department is staffed 24 hours a day and

7 days a week including holidays.

The Hertz Corporation 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 or problems resulting from an accident/collision may be passed onto the customer and are outlined.

Emergency Premium Roadside Service (comprehensive coverage or PERS) is available at a daily rate. If PERS is purchased, costs up to a maximum of $500 per rental will be covered by The Hertz Corporation for the following items:

Keys locked in Car Lost Key Service Dead Battery due to weather or lights left on Out of Gas Service| Spare Tire Mounting Service $1,000 Travel Interruption Cost Reimbursements due to travel delay's resulting from non-drivable accidents only Mechanical Defects Tow Truck Assistance Fee is waived.

1.4 Exhibit 4, Section 2.7, Truck Models of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough)~~:

2.7 Truck Models

Contractor shall have available for rent under this Master Agreement the following truck classifications or equivalent models approved by the NASPO Contract Administrator.

Box Trucks: Contractor will provide a small and medium truck classification. Those include 12 ft and 16 ft trucks. All trucks come **equipped** ~~equipt~~. with for following:

- Loading Ramps on all current fleet ~~& Lift~~ Gates on all future orders
- 10k lb. Gross Vehicle Weight Rating
- 400 cubic feet cargo space (12 Foot)
- 800 cubic feet cargo space (16 foot)
- Backup cameras
- Front and rear parking sensors
- Pre-collision emergency-braking tech
- Drop frame
- Passenger side delivery door
- Cab-to-cargo passthrough
- Apple/Android car play
- Ancillaries Available Including: Dollies, Hand Trucks, Tie Down Straps, & Padlocks

Contractor may have available for rent under this Master Agreement the following desirable truck classifications:

Desirable Van Classifications
Standard Cargo Van

1.5 Exhibit 4.2 Rates of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough)~~:

~~Bos~~ Box Truck Size	**Daily Rate for rentals from 1-5 days per 24-hour period.**	**Weekly rate for 7 days (cannot be more than 6 x the daily rate for rentals up to 7 days)**	**Monthly rate (cannot be more than 24 x the daily Rate)**

12 feet	**$ 135.00**	**$675.00**	**$2,700.00**
16 feet	**$141.00**	**$705.00**	**$2,820.00**
Standard Cargo Van	**$102.00**	**$561.00**	**$2,244.00**

2. Contractor shall comply with all federal laws applicable to the Contractor and to the Services to be provided under the Master Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Master Agreement, Contractor has no financial or other interest in the outcome of the project.
3. Except as expressly amended above, all other terms and conditions of the Master Agreement, including as previously amended, are still in full force and effect. Contractor certifies that the representations, warranties, and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.
4. Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

   4.1. The number set forth in the Master Agreement is Contractor correct taxpayer identification number; and

   4.2. Contractor is not subject to backup withholding because:

   4.2.1. Contractor is exempt from backup withholding,

   4.2.2. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or

   4.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

   4.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:

   4.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and

   4.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor and

   4.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or services, or property, whether tangible or intangible, provided by Contractor and

   4.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

   4.4. In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Signatures:

The Hertz Corporation:

Signature: Michael DeRosa Date: 4/2/2025

Printed Name, Title: Michael DeRosa, SR. Director Government Sales

Federal Tax ID: 13-1938568 Oregon Tax ID: _____

State of Oregon, by and through its Department of Administrative Services, State Procurement Services:

Signature: _____ Date: 4/2/25

Printed Name, Title: Procurement Manager

Approved pursuant to ORS 291.047:

Signature: Karen J. Johnson, Sr. Assistant Attorney General Via email Date: March 27, 2025

Matter: GF 0182-24

REVISED- Exhibit 3.1 Rates and Passenger Vehicle Types (Amendment 2)			
Hertz Corporation			
	Offered Daily Rate for rentals from 1-5 days per 24 hour period.	Offered Weekly rate for 7 days is 5.5 x the daily rate for rentals up to 7 days	Offered Monthly rate is 22 x the daily rate
Sedans			
Economy	$35.75	$196.62	$786.50
Compact	$35.75	$196.62	$786.50
Intermediate	$37.75	$207.62	$830.50
Standard	$37.75	$207.62	$830.50
Full Size	$40.75	$224.12	$896.50
Passenger Vans			
Mini Van	$71.00	$390.50	$1,562.00
12 Passenger Van	$120.00	$660.00	$2,640.00
SUV's			
Mid/Standard SUV	$67.75	$372.62	$1,490.50
Full Size/Premium SUV	$95.00	$522.50	$2,090.00
Pick-Ups			
Small Pick Up Truck	$70.00	$385.00	$1,540.00
Large Pick Up Truck	$75.00	$412.50	$1,650.00
Other			
Premium	$80.00	$440.00	$1,760.00
Jeep/Crossover	$65.00	$357.50	$1,430.00
Convertible	$80.00	$258.50	$1,760.00
Compact Hybrid	$47.00	$258.50	$1,034.00
Intermediate Hybrid	$47.00	$258.50	$1,034.00
Full Size Hybrid	$50.00	$275.00	$1,100.00
15 Passenger Van	$120.00	$660.00	$2,640.00
Electric Vehicles (Compact) E2	$41.00	$225.50	$902.00
Electric Vehicles (compact SUV E1)	$41.00	$225.50	$902.00
Electric Vehicles (Premium E7)	$65.00	$357.50	$1,430.00
Electric Vehicles (SUV L8,E9)	$72.50	$398.75	$1,595.00
Additional Services Offered			
Roadside Assistance covered in rental cost.	Mechanical Breakdowns, service text updates and provider service tracking, concierge taxi service for breakdown or accident		
Toll Pass Devices	Two Options: 1. All inclusive per day; Varies by state 2. Per day usage. Current rate is $9.95 per day for tolls used + cost of tolls.		
Smoking / cleaning Damages	Actual cost with a maximum of $400.00		
Contractor pick up or drop off passenger vehicle to Authorized User	f available, to be determined by location and a delivery fee may apply.		
One-Way Vehicle Rental	Check with the Hertz facility prior to renting a one-way rental, not all locations have this as an option. The charges for a one-way vehicle rental is the base rental rate (Daily rate) plus any allowable charges, for a distance greater than 500 miles an additional 125.00 drop fee will be charged.		

* There may be additional charges as listed in the Master Agreement if applicable to the Request for Services.

Airport Surcharges	
ATLANTA-HARTSFIELD INT'L	$3.00
DENVER INT'L AP	$3.00
LOS ANGELES INT'L AP	$5.00
HOLLYWOOD-BURBANK AP	$5.00
LONG BEACH AP	$5.00
JOHN WAYNE AP	$5.00
ONTARIO INT'L AP	$5.00
SANTA BARBARA AP	$5.00
SAN JOSE AIRPORT	$5.00
SAN FRANCISCO INT'L AP	$5.00
OAKLAND INT'L AP	$5.00
SACRAMENTO INTL AP	$5.00
STATE OF FLORIDA	$5.00
DETROIT METRO AP	$8.00
BOSTON LOGAN INT'L AP	$8.00
MANCHESTER AP	$8.00
PHILADELPHIA INT'L AP	$8.00
RONALD REAGAN NATL AP	$8.00
WASHINGTON-DULLES INT'L	$8.00
BWI/THURGOOD MARSHALL AP	$8.00
HARRISBURG INT'L AP	$8.00
ALLENTOWN PA	$8.00
NANTUCKET MEMORIAL AIRPORT	$8.00
O'HARE AP	$10.00
CHICAGO MIDWAY AP	$10.00
STATE OF HAWAII	$10.00
EWR	$16.00
Manhattan	$19.25
LGA	$19.25
JFK	$19.25

Hertz Licensee Locations Participation List *Rentals in		
State	City	Corporate Rate Daily Surcharge
Alabama	Huntsville Airport	$15
	Huntsville South	$15
	Madison	$15
Alaska	State of Alaska	$8
Arkansas	Bentonville	$15
	Bentonville (HLE)	$15
	Little Rock	$12
	Texarkana	$15
California	San Luis Obispo	$12
Georgia	Brunswick	$8
Idaho	Boise	$15
	Hayden Lake (Aviation)	$8
	Idaho Falls	$15
	Lewiston	$15
	Sun Valley	$12
Kentucky	Paducah	$12
Louisiana	Monroe (92540-01)	$15
Mississippi	Columbus	$15
Montana	Billings	$15
	Bozeman	$12
	Great Falls	$12
	Helena	$15
	Kalispell	$8
New Mexico	Roswell	$12
New York	Ithaca	$12
North Dakota	Bismarck	$15
	Dickinson	$12
	Fargo	$15
	Grand Forks	$12
	Minot	$12
	Williston	$12
Ohio	Columbus AP	$12
	Dayton AP	$12
	Dayton HLE	$8
	Vandalia	$8
Oregon	Medford	$8
	Redmond	$8
Pennsylvannia	Erie	$15
	Latrobe	$8
	State College	$12
	Williamsport	$8
Puerto Rico		$15
South Dakota	Aberdeen	$12
	Rapid City	$12
	Sioux Falls	$15
Washington	Pasco	$12
	Pullman	$15
	Spokane	$12
Wisconsin	Appleton	$15
	Green Bay	$15
Wyoming	Casper	$12
	Cody	$12
	Gillette	$12
	Jackson	$12

Amendment No. 3 to PO-10700-00043390

This is Amendment No. 3 ("Amendment") to Master Agreement PO-10700-000443390, effective January 31, 2025, as amended from time to time, ("Master Agreement") between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, State Procurement Services ("DAS SPS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and The Hertz Corporation ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

The purpose of this Amendment is:

1. To Modify Exhibit 3.1, Section 1.15, Sub-Section 1.15.2 One Way Rentals
2. Replace Exhibit 3.1 Rates and Passenger Vehicles

AMENDMENT

The parties agree:

1. The Master Agreement is amended as follow:

1.1 Section 3 Term of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

3. Term of the Master Agreement
This Master Agreement is effective on the date it has been signed by the parties and has been approved as required by applicable law ("Effective Date"). The initial term of this Master Agreement ends ~~August 1, 2026~~ ("Initial Term"). **The amended expiration date of this Master is July 31, 2030.** This Master Agreement may be extended beyond the Initial Term for additional terms, at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance, provided however the total Term of the Master Agreement, including the Initial term and all renewal terms, may not be more than 5 years from the Effective Date.

1.2 Exhibit 3.1 Rates and Passenger Vehicles of the Master Agreement is replaced with Revised Exhibit 3.1 Rates and Passenger Vehicles, attached hereto, effective as of the Amendment Effective Date.

2. Contractor shall comply with all federal laws applicable to the Contractor and to the Services to be provided under the Master Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Master Agreement, Contractor has no financial or other interest in the outcome of the project.

3. Except as expressly amended above, all other terms and conditions of the Master Agreement, including as previously amended, are still in full force and effect. Contractor certifies that the representations, warranties, and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

4. Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

   4.1. The number set forth in the Master Agreement is Contractor correct taxpayer identification number; and

4.2. Contractor is not subject to backup withholding because:

4.2.1. Contractor is exempt from backup withholding,

4.2.2. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or

4.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

4.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:

4.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and

4.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor and

4.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or services, or property, whether tangible or intangible, provided by Contractor and

4.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

4.4. In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Signatures:

The Hertz Corporation:

Signature: Michael DeRosa Date: 3/17/2026

Printed Name, Title: Michael DeRosa, Senior Director Government Sales

Federal Tax ID: 13-1938568 Oregon Tax ID: _____

State of Oregon, by and through its Department of Administrative Services, State Procurement Services:

Signature: _____ Date: 03/17/2026

Printed Name, Title: John Anglemier State Procurement Manager

Approved pursuant to ORS 291.047:
Not Applicable
Signature: _____ Date: _____

Matter: GF 0182-24

REVISED- Exhibit 3.1 Rates and Passenger Vehicle Types			
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One Way Rental	$125.00	Not applicable	Not applicable
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	Little Rock	$12
	Texarkana	$15
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Georgia	Brunswick	$8
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	Sun Valley	$12
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Mississippi	Columbus	$15
Montana	Billings	$15
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	Great Falls	$12
	Helena	$15
	Kalispell	$8
New Mexico	Roswell	$12
New York	Ithaca	$12
North Dakota	Bismarck	$15
	Dickinson	$12
	Fargo	$15
	Grand Forks	$12
	Minot	$12
	Williston	$12
Ohio	Columbus AP	$12
	Dayton AP	$12
	Dayton HLE	$8
	Vandalia	$8
Oregon	Medford	$8
	Redmond	$8
Pennsylvannia	Erie	$15
	Latrobe	$8
	State College	$12
	Williamsport	$8
Puerto Rico		$15
South Dakota	Aberdeen	$12
	Rapid City	$12
	Sioux Falls	$15
Washington	Pasco	$12
	Pullman	$15
	Spokane	$12
Wisconsin	Appleton	$15
	Green Bay	$15
Wyoming	Casper	$12
	Cody	$12
	Gillette	$12
	Jackson	$12