

NASPO ValuePoint
PARTICIPATING ADDENDUM



Domestic Car Rental Services
Lead by the State of Oregon

Master Agreement #: 9409 and Oregon PA number 9409
Contractor: **The Hertz Corporation (Contractor)**

Participating State: **State of Oregon, acting by and through the Department of Administrative Services (DAS)**

Master Agreement Terms and Conditions:

1. **Scope:** This Addendum covers the Domestic Car Rental Services solicitation (RFP#DASPS-2262-18) and Master Agreements led by the State of Oregon and provides for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

This Addendum establishes an agreement to agree between Contractor and DAS pursuant to ORS 279B.140. The Services and services offered under the Master Agreement that are available under this Addendum are described below. This Addendum contains additional terms and conditions specifically applicable to individual Contracts between Contractor and Authorized Purchasers. In the event of a conflict between the terms and conditions of this Addendum and the Master Agreement, the following order of precedence applies:

- (a) this Addendum, less its exhibits;
- (b) Exhibit No. 1 of the Addendum (State Specific Terms and Conditions);
- (c) Exhibit No. 2 of the Addendum (Insurance);
- (d) Exhibit No. 3 of the Addendum (Volume Sales Report (VSR) and Vendor Collected Administrative Fee (VCAF);
- (e) the Master Agreement, including its attachments.

The following Services are included in this Addendum:

- *All Services listed on the Contractor page of the NASPO ValuePoint website as provided in the Master Agreement 9409.*

The following Services or services are not included in this Addendum: None.

2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Oregon (Authorized Purchasers).

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jeffrey Greene
Address:	3323 N. Military Hwy, Norfolk, VA 23518
Telephone:	540.841.8455
Email:	jgreene@hertz.com

Participating Entity

Name:	Kaliska King, CPPB, OPBC
Address:	1225 Ferry St SE, Salem, Oregon 97301
Telephone:	503.378.5332
Email:	Kaliska.King@oregon.gov

4. Participating Entity Modifications Or Additions To The Master Agreement:

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions:

4.1 Exclusivity. This Addendum is not exclusive, Authorized Purchasers may acquire the Services from other providers. If this is a multiple award of Master Agreements under RFP #DASPS-2262-18, the State of Oregon may enter into a Participating Addendum with one or more or all of the Awardees, or, the State of Oregon may elect not to enter into a Participating Addendum with each of the Awardees. In the event the State of Oregon elects not to enter into a Participating Addendum with each of the Awardees, the State of Oregon may enter into Participating Addendum with the three highest ranked Proposers who provide Services or Services on a national level or the three highest ranked Proposers who provide Products or Services on a regional/local level.

4.2 Selection of Contractor. Authorized Purchasers who are State Agencies must follow the selection process below in order to Request Services of one of the Contractors. Authorized Purchasers who are not State Agencies may select the Contractor of the Authorized Purchaser's choice in compliance with Authorized Purchaser's applicable statute and rules.

4.2.1 Best Value Analysis. Authorized Purchaser may conduct a comparison of the prices and services based upon a best value analysis. Authorized Purchaser shall:

- 1) Contact at least 2 different Master Agreement Contractors via phone, Contractor, if the rates are not displayed request a quote for the anticipated Services, or compare the two Contractors on the Travel Management Contractor website. Quoted rates must not exceed the most competitive rates and discounts set forth in the Master Agreement. However, a Contractor may agree to extend specialized, discounted pricing based on the requirements by providing a specific quote to the Authorized Purchaser;

OR

- 2) Determine which Contractor provides the best value or best fits the travelers need for Authorized Purchaser.
 - Applicable discounts and incremental pricing options;
 - Delivery process and service levels;
 - Contractor's service area.
- 3) Document its procurement files describing the process, considerations, findings, and decisions used for determining the Contractor selected through the Best Value Analysis.

4.2.2 Small Purchase. In the event the Request for Service is \$10,000 or under, the Traveler may direct award a Request for Service to the Contractor of its choice.

4.3. Additional State Terms and Conditions. In addition, the terms and conditions set forth in the attached Exhibit No. 1 change, modify or supplement the Master Agreement terms and conditions.

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Oregon, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. Request for Services (Standard Rental Agreement): Any request for services placed by a Participating State or Purchasing Entity for service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
7. Tax Compliance: Contractor has complied with the tax laws of this State and the applicable tax laws of any political subdivision of this State. Contractor shall, throughout

the duration of this Addendum and any extensions, comply with all tax laws of this State and all applicable tax laws of any political subdivision of this State. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) 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; (iii) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to Services, 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.

Any violation of this Section 7 constitutes a material breach of this Addendum and any Contract issued under this Addendum. Any violation shall entitle DAS or Authorized Purchaser to terminate this Addendum or the applicable Request for Service, to pursue and recover any and all damages that arise from the breach and the termination of this Addendum or the applicable Request for Service, and to pursue any or all of the remedies available under this Addendum, a Request for Service, at law, or in equity, including but not limited to:

- Termination of this Addendum or the applicable Request for Service, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Authorized Purchaser's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DAS or Authorized Purchaser may recover any and all damages suffered as the result of Contractor's breach of this section, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services or Services or both.

These remedies are cumulative to the extent the remedies are not inconsistent, and DAS or Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.


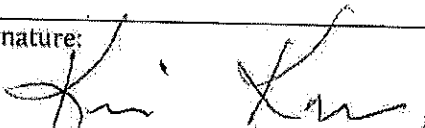
This Addendum will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Addendum or any Request for Service or (ii) exercising a right of setoff against Contractor's compensation under this Addendum or any Request for Service for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

8. Additional Insurance Requirements: See Exhibit 2.

Certifications. The individual signing on behalf of Contractor hereby:

- Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
- Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t1tsdn.pdf>, and
- **Nondiscrimination in Employment.** Contractor certifies, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Addendum, Contractor must maintain, throughout the duration of this Addendum, a policy and practice that comply with ORS 279A.112 including giving employees written notice of the Contractor's policy and practice.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Department of Administrative Services, Procurement Services	Contractor: The Hertz Corporation.
Signature: 	Signature: 
Name: Kelly Mix, CPPO	Name: Kevin Knorr
Title: Deputy Chief Procurement Officer	Title: Director of Government Sales
Date: 8-16-19	Date: 07/29/2019

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503.428.5705
Email:	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]

EXHIBIT No. 1 to STATE OF OREGON PARTICIPATING ADDENDUM

Definitions. The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits.

"Authorized Purchaser" means an agency of the State of Oregon or any ORCPP member that rents a car.

"Account" means the account Authorized Purchasers may choose to establish pursuant to the terms of the Master Agreement and this Addendum. Upon creation of an Account by an Authorized Purchaser all orders for services be made.

"DAS" means the State of Oregon acting by and through the Department of Administrative Services, Procurement Services.

"ORCPP" means the Oregon Cooperative Purchasing Program, which recognizes certain agencies and organizations within the State of Oregon as authorized to purchase the goods and services available under a price agreement entered into by the State.

"Master Agreement" means the State of Oregon Master Agreement 9409 between Contractor and the State of Oregon, on behalf of the member states of the National Association of State Procurement Officials and NASPO ValuePoint, and its attachments, which together with this Addendum sets forth terms, conditions and requirements for purchase by Authorized Purchasers of the services described therein.

"State", for the purposes of this Participating Addendum, means the State of Oregon.

2. Accounts

2.1 Verification of Authorized Purchasers. Contractor is responsible for verifying that it provides goods and services under this Addendum only to Authorized Purchasers. Contractor may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/DAS/PFSS/SPO/coop-menu.shtml> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

3. Payment Provisions. All payments are subject to ORS 293.462.

4. Funds available and authorized/non-appropriation. The payment obligations of the State of Oregon's and its agencies' under this Addendum are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Contract issued under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Contract from any part of Oregon state government other than Authorized Purchaser. Nothing in this Addendum or Contract is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

Authorized Purchaser represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Contract issued under this Addendum.

5. Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF)

5.1 Volume Sales Reports (VSRs):

5.1.1 VSR Content: Pursuant to the process defined by DAS found at: <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Volume Sales Report (VSR) to DAS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS, **Contractor shall submit the VSR on a monthly basis no later than ten (10) business days from the end of the preceding month, as directed by DAS.** The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the reporting period, a report must be submitted stating ***"No Sales for the Reporting Period"***.

5.1.2 Receipt/Acceptance: The first VSR submitted by the Contractor must be submitted to the DAS Contract Administrator for review and approval. All VSRs must be submitted to vcaf.reporting@state.or.us. A separate section follows describing whether an administrative charge, the Vendor Collected Administrative Fee ("VCAF"), is applicable. The Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to the Master Agreement and this Addendum shall not preclude DAS from challenging the validity thereof at any time.

5.1.3 DAS reserves the right to terminate this Addendum if volume sales reports are not received as scheduled on in the prescribed format.

5.2 Vendor Collected Administrative Fee (VCAF):

5.2.1 VCAF Percentage: Pursuant to the process defined by DAS and published at <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DAS. The VCAF is a charge equal to Two Percent (2.0%) of Contractor's Gross total sales, less any credits, made to Authorized Purchasers during the reporting period.

5.2.2 No VCAF Charge to Authorized Purchasers: Contractor may not reflect the VCAF fee as a separate line item charge to Authorized Purchasers. Contractor's prices must reflect all Contractor's charges to Authorized Purchasers.

5.2.3 Contractor is responsible for timely payment of the VCAF, regardless of entity that actually reports or makes VCAF payment to DAS. The form of payment must be specifically approved by the Contract Administrator. Late payments from Contractor will accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full.

5.3 Audit: DAS, as its own expense (except as provided herein), shall have the right during regular business hours, at Contractor's premises, and upon reasonable notice, by itself or by a person authorized by it, to audit Contractor's Records, as defined herein, and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor. In the event that any such audit reveals underpayment of administrative fees, Contractor shall immediately pay the amount of deficiency, together with interest thereon at the rate provided in Section 5.2.3 of this Exhibit No. 1, State Specific Terms, to the Addendum. At the request of DAS, Contractor shall pay the reasonable cost of an audit, but only if such audit reveals that an underpayment exists as determined by DAS.

5.4 Limitation of Liability: Contractor acknowledges and agrees that the State shall bear no liability on Contracts entered into for Request for Services by non-State Agencies, which liability the State expressly disclaims. With regard to non-State Agencies, Contractor agrees to look solely to the respective contracting party for any rights and remedies Contractor may have at law or in equity arising out of the sale and purchase of Contractor's Goods or Services and the resulting contractual relationship, if any, with each such contracting party.

6. Warranties. Authorized Purchasers are entitled to the warranties, rights, remedies, and benefits under the Master Agreement and this Addendum for any Request for Services made by such Authorized Purchasers. Without limiting the generality of the warranty provisions of the Master Agreement, Contractor represents and warrants to Authorized Purchaser that:

6.1 Contractor has the power and authority to enter into and perform this Addendum and that this Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

6.2 All Services to be performed under this Addendum will be performed in accordance with the highest applicable professional or industry standards, and that only workmanship of the first quality shall be employed in the performance of this Addendum;

6.3 Contractor shall transfer to Authorized Purchaser all manufacturer warranties covering Services, if any at time of delivery at no charge; and

6.4 All Services, if any, are free and clear of any liens or encumbrances, and that Contractor has full legal title to such Services, and that no other person has any right, title or interest in the Services which is superior to or infringe upon the rights granted to Authorized Purchaser hereunder.

The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this Addendum are cumulative and will be interpreted expansively so as to afford Authorized Purchaser the broadest warranty protection available.

7. Indemnities.

7.1 General Indemnity. Contractor will defend, save, hold harmless and indemnify the Authorized Purchaser and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, settlement amounts, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors or agents under the Addendum.

7.2 Infringement Indemnity. Contractor will, at Contractor's sole expense, defend, save, hold harmless and indemnify Authorized Purchasers and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against any and all costs, damages, settlement amounts, attorneys' fees, and any and all costs incurred in any settlement negotiation or final settlement agreement resulting from, relating to, or arising out of a claim that any aspect of the services furnished infringes a patent, utility model, industrial design, copyright, mask work, trademark, trade dress, or any other legally cognizable intellectual property right of any third party (an "Infringement Claim").

7.3 Control of Defense and Settlement. Contractor's obligation to indemnify Authorized Purchaser as set forth in Sections 7.1 and 7.2 of this Exhibit No. 1, State Specific Terms, to the Addendum, is conditioned on Authorized Purchaser providing to Contractor prompt written notification of any claim or potential claim of which Authorized Purchaser becomes aware that may be the subject of those Sections. For purposes of Section, notice shall be deemed prompt unless Contractor can demonstrate that it was prejudiced in defending the claim or potential claim subject to notice. Contractor shall have control of the defense and settlement of any claim that is subject to Section 7.1 or Section 7.2 of this Exhibit No. 1, State Specific Terms, to the Addendum; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Authorized Purchaser of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the prior written approval of the Attorney General. The State of Oregon may, at its election assume its own defense and settlement in the event that the State of Oregon determines that Contractor is: (a) prohibited from defending the State of Oregon, (b) not adequately defending the State of Oregon's interests, or (c) that an important governmental principle is at issue and the State of Oregon desires to assume its own defense. In the event the State assumes its own defense and settlement under Subsections (a) or (b), Contractor shall remain liable for and to the State for all costs, expenses, settlements, damages, liabilities, losses, and the like, as if Contractor had retained control of the defense and settlement of any such claim.

7.4 Remedies. If any goods or services furnished by Contractor are, in Contractor's opinion,

likely to become the subject of an Infringement Claim, or if an Authorized Purchaser is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Authorized Purchaser the right to continue using the allegedly infringing goods or services, or replace or modify the goods or services so that they become non-infringing; provided that the replacement or modified good or service meets the specifications agreed to in the Master Agreement and this Addendum. If the foregoing remedies are not available, then Contractor will refund Authorized Purchaser's payments, in full, for the allegedly infringing goods or services.

8. Term and Termination of Participating Addendum.

8.1 Term. This Addendum remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this Addendum in accordance with its terms.

8.2 Termination. DAS may terminate this Addendum, in whole or in part, at any time upon thirty (30) days prior notice to Contractor. In addition, DAS may terminate this Addendum, in whole or in part, immediately upon notice to Contractor, or at such later date as DAS may establish in such notice, for any reason, or upon the occurrence of any of the following events:

8.2.1 State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Addendum; or

8.2.2 Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under this Addendum is prohibited or the State is prohibited from paying for such goods from the planned funding source.

Upon receipt of written notice of termination, Contractor will stop performance under all Services as directed by State.

8.4 Termination under any provision of this Addendum does not extinguish or prejudice State's or an Authorized Purchaser's right to enforce this Addendum with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or an Authorized Purchaser to indemnification by Contractor. If this Addendum is so terminated, the State or an Authorized Purchaser will pay Contractor in accordance with the terms of this Addendum.

9. Termination of Individual Requests for Service.

9.1 Authorized Purchaser may, at its sole discretion, terminate individual Requests for Service, in whole or in part, upon 5 days written notice to Contractor.

9.2 Authorized Purchaser may terminate individual Requests for Service, in whole or in part, immediately upon notice to Contractor, or at such later date as Authorized Purchaser may

establish in such notice, upon the occurrence of any of the following events:

- Authorized Purchaser fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Service to be acquired under the Request for Service;
- Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of Services under the Request for Service is prohibited or Authorized Purchaser is prohibited from paying for such Services from the planned funding source; or
- Contractor commits any material breach of this Addendum or a Request for Service.

9.3 Upon receipt of written notice of termination, Contractor will stop performance under the Request for Service as directed by Authorized Purchaser.

9.4 Termination of a Request for Service does not extinguish or prejudice Authorized Purchaser's right to enforce the Request for Service with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of Authorized Purchaser to indemnification by Contractor. In addition, termination of a Request for Service does not extinguish or prejudice Authorized Purchaser's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum. If a Request for Service is so terminated, Authorized Purchaser will pay Contractor in accordance with the terms of this Addendum for Services performed and accepted by Authorized Purchaser.

10. Compliance with Applicable Law. Contractor will comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Work under this Contract, and an Authorized Purchaser's performance under Services is conditioned on Contractor's compliance with the provisions of: ORS 279A.167 and OAR 125-246-0330, as well as 279B.220, 279B.230, 279B.235, 279B.270, and all administrative rules and regulations related thereto. In addition, Contractor warrants good and services provided under this Addendum will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. Without limiting the foregoing in this Section or as provided elsewhere in this Addendum, Contractor shall comply with the following: (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) ORS 652.220, prohibition against wage discrimination, (e) all regulations and administrative rules established pursuant to the foregoing laws, and (f) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11. Application of Public Records Law. Contractor acknowledges that any disclosures Contractor makes to Authorized Purchaser under this Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311 – 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475. The non-disclosure of documents or of any portion of a document

submitted by Contractor to Authorized Purchaser may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to Authorized Purchaser's release of documents to Entities other than participating agencies or other State agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense,

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

13. Notices. Communications regarding the terms and conditions of this Addendum, including, without limitation, a notice of breach of this Addendum shall be given in writing by personal delivery or by mailing the notice via U.S. Mail or express commercial carrier to the persons and at the addresses identified as the Primary Contacts in Section 4 of the Addendum. Any communication so delivered will be deemed to have been received as follows: (a) via hand delivery: upon actual receipt by the authorized representative of the notified party; (b) via U.S. Mail: upon the fifth calendar day after placing such notice with the U.S. Mail; and (c) via express commercial carrier: on the second day after placing such notice with such express commercial carrier.

14. Governing Law. This Addendum and resulting Requests for Service are governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

15. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this Addendum under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF SERVICES LABEL SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or in State or Federal Court or the consent to jurisdiction of any court..

Any Claims between Contractor and an Authorized Purchaser other than the State of Oregon or State agency that arise from or are related to a car rental or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Authorized Purchaser resides or has its principal office, or at Authorized Purchaser's option, within such other county as Authorized Purchaser will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

16. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Addendum. An Authorized Purchaser may withhold final payment under until Contractor has provided the Oregon Department of Revenue with the required information.

17. Merger Clause; Waiver. This Addendum, including the Master Agreement and the exhibits attached to this Addendum, constitutes the entire agreement between the parties on the subject matter hereof, and supersede all prior agreements, oral or written. There are no understandings, agreements, or representations, oral or written, between these parties that are not specified in this Addendum. No waiver, consent, modification or change of terms of this Addendum binds either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Addendum does not constitute a waiver by the State of that or any other provision.

18. Independent Contractor. Contractor shall act at all times as an independent contractor and not as an agent or employee of Authorized Purchaser. Contractor has no right or authority to incur or create any obligation for or legally bind Authorized Purchaser in any way. Contractor is not an "officer", "employee", or "agent" of Authorized Purchaser (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

19. Access to Records. Contractor will maintain all fiscal records relating to Car rental in accordance with generally accepted accounting principles and will maintain any other records relating to Car rental in such a manner as to clearly document Contractor's performance thereunder. The Authorized Purchaser, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Authorized Purchasers. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law following final payment and termination of this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum, whichever date is later.

20. Severability. If any term or provision of this Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum did not contain the particular term or provision held to be invalid.

21. Survival. Any terms of this Addendum, which by their nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to

records, governing law, venue, consent to jurisdiction, termination and remedies provisions survive the termination or expiration of this Addendum.

22. Insurance. Within ten (10) days of the Effective Date, Contractor must provide insurance as set forth on Exhibit No. 2., Insurance, to this Addendum.

23. Anticipated Amendments. The parties may need to amend this Addendum to modify selected terms, conditions, and price(s). This Addendum maybe modified by written document only.

Exhibit No. 2 - Additional Insurance Requirements

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit No. 2 to performing under this Addendum and shall maintain it in full force and at its own expense throughout the duration of this Addendum, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Addendum, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

NETWORK SECURITY AND PRIVACY LIABILITY:

Contractor shall provide network security and privacy liability insurance for the duration of the Addendum and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to DAS or client data, whichever is longer, with a combined single limit of no less than \$5,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of DAS or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of DAS data.

UMBRELLA INSURANCE:

Umbrella coverage in the sum of \$5,000,000 and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, Employers' Liability and Network Security and Privacy Liability.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation and Network Security and Privacy Liability (if applicable), required under this Addendum must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Addendum. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the DAS or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DAS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Addendum, for a minimum of 24 months following the later of (i) Contractor's completion and DAS' acceptance of all Services required under this Addendum, or, (ii) DAS or Contractor termination of this Addendum, or, (iii) The expiration of all warranty periods provided under this Addendum.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Addendum. The

Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Addendum. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Addendum.

NOTICE OF CHANGE OR CANCELLATION:

Contractor or its insurer must provide at least 30 days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by DAS under this Addendum and to provide updated requirements as mutually agreed upon by Contractor and DAS.

STATE ACCEPTANCE:

All insurance providers are subject to DAS acceptance. If requested by DAS, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DAS representatives responsible for verification of the insurance coverages required.

Exhibit No. 3 -Volume Sales Report (VSR) and Vendor Collected Administrative Fees (VCAF)

State of Oregon

Volume Sales Report required by State of Oregon
v2.0.9409 6/18/2019

Volume Sales Report Summary Header

Fields	Data
Price Agreement Number	0409
Vendor Name	PLEASE UPDATE
Reporting Period	(Please Update)
Total Extended Sales	(Please Update)
VCAF Rate or Structure	PLEASE UPDATE PLEASE UPDATE
Total VCAF Due	(Please Update)
Form of Payment	(Please Update)
Type of Report (original, corrective)	Original
Vendor contact E-mail	PLEASE UPDATE
Vendor Contact Phone	PLEASE UPDATE
Comments	

Authorized Purchaser	Order Date	Manufacturer	Model Number	Product/Service Description	Vendor Collected Administration Fee	Price Agreement Price	Quantity	Total Price

Master Price Agreement 9409 Hertz
Exhibit D Pricing NASPO – State of Oregon

Round Trip Rental rates include unlimited mileage and \$1 million liability and collision/loss damage waiver insurance at no additional cost with each vehicle rental transaction except for international locations.

The Hertz Corporation			
Mandatory Vehicles	Daily Offered Rate	Weekly Offered Rate	Monthly Offered Rate
Sedans			
Economy/Compact	\$ 31.62	\$ 158.10	\$ 632.40
Intermediate/Standard	\$ 33.66	\$ 168.30	\$ 673.20
Full Size	\$ 36.72	\$ 183.60	\$ 734.40
Passenger Vans			
Mini Van	\$ 55.08	\$ 275.40	\$ 1,101.60
12 Passenger Van	\$ 96.90	\$ 484.50	\$ 1,938.00
SUV's			
Mid/Standard SUV	\$ 55.85	\$ 279.23	\$ 1,116.90
Full Size/Premium SUV	\$ 86.19	\$ 430.95	\$ 1,723.80
Pick-Ups			
Small Pick Up Truck	\$ 58.65	\$ 293.25	\$ 1,173.00
Large Pick Up Truck	\$ 60.18	\$ 300.90	\$ 1,203.60
Non-Mandatory			
Premium	\$ 61.20	\$ 306.00	\$ 1,224.00
Intermediate Hybrid	\$ 45.90	\$ 229.50	\$ 918.00

International Locations Discount

Canada	5%
Western Europe and Israel	10%
Africa and Middle East	10%
Latin America and Caribbean	10%
Japan	15%
Eastern Europe and Iceland	5%
Asia and Pacific	10%

The discounts for international rentals do not include third party liability and loss damage waiver protection.

One Way Differential Fee

\$125.00 per rental for all 1 way rentals over 500 miles.

