MASTER PRICE AGREEMENT NO. 9949

AMENDMENT No. 9

VEHICLE RENTAL SERVICES

This is Amendment No. 9 ("Amendment") to Price Agreement No. 9949, dated October 19, 2009 as amended from time to time ("Price Agreement" or "Master Price Agreement") between the State of Oregon acting by and through the Department of Administrative Services, Enterprise Goods and Services Division, Procurement Services ("State" or "DAS PS"), on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program ("NASPO ValuePoint") and Participating Entities, and The Hertz Corporation ("Contractor"). This Amendment is effective upon signature by all the parties and approvals as required by law ("Amendment Effective Date").

Recitals

1. The State entered into this cooperative Master Price Agreement with Contractor for the purchase of nationwide vehicle rental services by State, State Agencies, ORCPP members and members of the NASPO ValuePoint Cooperative Purchasing Program also known as WSCA-NASPO Cooperative Purchasing Program, and Participating Entities, all as defined in the Master Price Agreement.

I. Amendment Purpose. The purpose of this Amendment is to:

a. Reflect the name change of the DAS SPO to the Department of Administrative Services, Enterprise Goods and Services Division, Procurement Services ("DAS PS").

b. Reflect the name change of the cooperative program from Western States Contracting Alliance (WSCA) also known as WSCA-NASPO Cooperative Purchasing Program (WSCA-NASPO) to NASPO ValuePoint Cooperative Purchasing Program ("NASPO ValuePoint").

c. Modify the Preamble, Section 1 Definitions, Section 3.1 Term of the Price Agreement, Section 3.3 Price Adjustments, Section 21.0 Notices; Exhibit A: Section 4.1 Administrative and Contract Management Reports, Section 4.2 Volume Sales Reports; and Exhibit G NASPO ValuePoint Standard Contract Terms and Conditions.

d. Delete and replace the Master Price Agreement Preamble; Exhibit A: Section 2.10 Vehicle Models and Section 4.6 Administrative Fee; Exhibit E NASPO ValuePoint Pricing and Exhibit E-1 Pricing Sheet, Oregon Pricing; and Exhibit H Participating Addendum.

e. Delete Section 1.24 Hourly Programs in its entirety because Hertz no longer offers "Connect by Hertz" and delete Exhibit F WSCA Contract Quarterly Administrative Fee and Sales Report in its entirety because the provision has been moved and incorporated into Section 4.2 Volume Sales Reports.

II. Amended Provisions. The Master Price Agreement is hereby amended as follows. New language is indicated in bold with underlining and deleted language is indicated by strikethroughs and brackets. Sections may also be deleted and replaced in their entirety as indicated in the Amendment.

A. Name Changes.

DAS PS. All references in the Master Price Agreement to "Department of Administrative Services, State Procurement Office" and "DAS SPO" are deleted in their entirety and replaced with "Department

of Administrative Services, Enterprise Goods and Services Division, -Procurement Services" and "DAS PS," respectively.

NASPO ValuePoint. All references in the Master Price Agreement to "Western States Contracting Alliance" and "WSCA" are deleted in their entirety and replaced with NASPO ValuePoint Cooperative Purchasing Program and "NASPO ValuePoint," respectively.

B. Master Price Agreement Preamble, paragraph 1 and paragraph 2, are deleted in their entirety and replaced with the following:

"This agreement (the "Price Agreement" or "Master Price Agreement") is entered into as of the Effective Date by the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services Division, Procurement Services ("DAS PS" or "State"), and the Hertz Corporation. DAS-PS and Contractor together are the "Parties."

C. Section 1 Definitions is modified as follows

"Contract Contact Person" means the individual appointed by DAS [~~SPO~~] **PS** to administer this agreement on behalf of the State, the participating [~~WSCA~~] **NASPO ValuePoint Cooperative Purchasing Program** members and other Participants. For purposes of the Master Price Agreement, the Contract Contact Person is the [~~WSCA~~] **NASPO ValuePoint** Contract Administrator.

[~~"DAS SPO"~~] **"DAS PS"** means the Oregon Department of Administrative Services, [~~State Procurement Office~~] **Enterprise Goods and Services Division, Procurement Services**.

"NASPO" means the National Association of State Procurement Officials. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States.

"Participating Entity" means [~~WSCA~~]**NASPO** member state, a governmental entity within a [~~WSCA~~]**NASPO ValuePoint** member state or other authorized state or governmental entity that chooses to purchase products and services under the terms of this Master Price Agreement by executing a Participating Addendum.

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

NASPO ValuePoint means the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c) (3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO).

D. Section 1.24 Hourly Programs is deleted in its entirety and replaced with the following:

"Section 1.24 Reserved"

E. Section 3 Term of the Price Agreement; Roles of Participants; Extension Term Price Adjustments is modified as follows

Section 3.1 Term of the Price Agreement

"3.1.1.1 In accordance with Section 3.1.1, the term of this **Master** Price Agreement is extended to [~~October 18, 2015~~] **October 18, 2017.**"

Section 3.3 Price Adjustments

"**3.3 PRICE ADJUSTMENTS**. This Price Agreement is enforceable and Exhibit E prices are firm for the initial twelve months of the Price Agreement. After this initial twelve (12) month period, Contractor may seek a size classification price increase for Services reflecting increased costs by submitting a written request to **the** DAS **PS** [~~SPO~~] **Contract Contact Person**, including all appropriate cost/price documentation to substantiate the proposed price increase. **Price increase requests must be submitted at least 90 days prior to a proposed effective date.** The State, acting through DAS **PS** [~~SPO~~], reserves the right in its sole discretion to determine whether the documentation is sufficient, whether to require additional documentation, whether to require independent verification of the documentation submitted, and whether to accept or reject any requested increase or offer some lesser amount. The requested increase must not exceed the Producer Price Index Product Code No. 532111-211 "Passenger car rental for business travel" for the current year. Contractor may request an increase greater than the PPI stated above. However, Contractor must justify the increase with additional documentation that DAS **PS** [~~SPO~~] may require at the time of the price increase request. If approved, the price increase is effective on the date specified in **an executed Amendment to the Price Agreement** [~~the approval~~] and shall be firm for a minimum of twelve (12) months from that date. Contractor shall not request a price increase more often than every twelve (12) months. No more than one price increase will be granted in any 12-month period.

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

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

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

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

F. Section 21.0 Notices; Contractor's Contract Administrator is modified as follows

"21.0 All notices required under the Price Agreement shall be in writing and addressed to the Party's authorized representative **below**.[~~DAS SPO's Contract Contact Person is named at the State signature block in this Price Agreement~~].

DAS PS Contract Contact Person/NASPO ValuePoint Contract Administrator:

Josh Hardage, State Procurement Analyst
1225 Ferry Street SE, U140 Salem, OR 97301-4285
Telephone: 503-378-5396
Fax: 503-373-1626 Email: josh.hardage@oregon.gov

Contractor's Contact Person/Contract Administrator:

Randy Tietsort, Global Government Account Manager
9501 N. Kentucky Avenue, Kansas City, MO. 64157
Telephone: 816-266-3192
Fax: 866-999-8515 Email: rtietsort@hertz.com

The DAS **PS** [~~SPO~~] Contract Contact Person is the [~~WSCA~~] **NASPO ValuePoint** Contract Administrator for purposes of the Master **Price** Agreement. For non-Oregon Participants, Participant shall identify its authorized representative in the Participating Addendum. [~~Contractor shall identify its authorized representative to the State prior to the Effective Date.~~]

Mailed notices shall be deemed received five (5) days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. Faxed notices shall be deemed received upon electronic confirmation of successful transmission to the designated fax number. **E-mail notices are deemed received upon electronic confirmation of receipt.** Personal delivery shall be effective upon delivery. Either Party may change its authorized representative or address by written notice to the other in accordance with the terms of this Section 21."

G. Exhibit A, Scope of Services and Exhibit G NASPO ValuePoint Standard Contract Terms and Conditions are modified as shown in the attachments to this Amendment labeled "Exhibit A" and "Exhibit G," respectively.

H. Exhibit E Pricing Sheet, NASPO ValuePoint Pricing, Exhibit E-1 Pricing Sheet, Oregon Pricing, and Exhibit H Participating Addendum, are deleted in their entirety and replaced with the attachments to this Amendment labeled "Exhibit E", "Exhibit E-1" and "Exhibit H," respectively.

I. Exhibit F, WSCA Contract Quarterly Administrative Fee and Sales Report is deleted in its entirety and replaced with the following

"Exhibit F Reserved"

III. Except as expressly amended herein, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the effective date of this Amendment, with the same effect as though made at the time of execution of the Price Agreement.

Certification: By signature on this Amendment for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

CONTRACTOR: The Hertz Corporation

Authorized Signature: Kevin T. Knorr **Date:** 4-15-15

Name and Title (Print/Type): Kevin Knorr
Director, Government Sales

OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES, ENTERPRISE GOODS AND SERVICES, PROCUREMENT SERVICES:

Approved By: _____ **Date:** 4.17.15

Name and Title: Debbie Dennis, State Procurement Services Manager

OREGON DEPARTMENT OF JUSTICE:

Reviewed By: Mary A. Bray, Senior AAG via email dated April 7, 2015

EXHIBIT A

SCOPE OF SERVICES

Section 2 Vehicle Requirements, subsection 2.10 Vehicle Models is deleted and replaced with the following

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

2.10.1 Sedans

Compact: Ford Focus or similar
Intermediate/Standard/Midsize: Pontiac G6, Toyota Corolla or similar
Full Size: Chevrolet Malibu, Toyota Camry, Nissan Altima or similar

2.10.2 Passenger Vans

Minivan: Dodge Grand Caravan or similar
12 Passenger: Ford Super Club wagon or similar

2.10.3 SUVs

Small SUV (5 Passenger): Chevrolet Captiva, Toyota RAV4 or similar
Large SUV (7-8 Passenger): Chevrolet Tahoe or similar

2.10.4 Specialty

Luxury/Premium: Nissan Maxima or similar
Jeep: Wrangler
Convertible: Ford Mustang, Chevy Camaro

2.10.5 Green Vehicles

Hybrid: Prius, Camry or similar
Alternative Fuel:

2.10.6 Pick-Ups and Cargo Van

Small Pickup: (up to ½ ton) Nissan Frontier or similar
Large Pickup: (1/2 ton or larger) Ford 150 or similar

2.10.7 The vehicle models below <u>are not authorized</u> rentals under this Price Agreement

15 Passenger Vans
Cargo Vans
Box Vans

Section 4.1 Administrative and Contract Management Reports is modified as follows

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

4.1.1 Lead State Reports [~~on behalf of WSCA~~]: Contractor shall [~~provide~~] **make available** [~~quarterly~~] to the [~~WSCA~~] **NASPO ValuePoint** Contract Administrator at Lead State [~~on behalf of WSCA~~] **all** Volume Sales Reports**,** [~~and~~] Noncompliance Reports **and any other reports generated** for all use of the Master Price Agreement nationwide **for purposes of administering the Master Price Agreement and vehicle rental program or an audit pursuant to section 10.0 Access to Records and Audit Rights**.

4.1.2 Oregon Report [~~**Price Agreement**~~]: For vehicle rentals to State, State Agencies, and other Oregon Participants, Contractor shall provide to the DAS **PS** [~~SPO~~] Contract Contact Person quarterly Volume Sales Reports, monthly Noncompliance Reports and monthly Accident Reports. Contractor shall submit to State such additional custom reports State may reasonably request. For itself and as Lead State on behalf of [~~WSCA~~] **NASPO ValuePoint**, State reserves the right to request Contractor to modify reports or create ad-hoc reports as needed.

4.1.3 Other Participating States: For vehicle rentals to Participants in each Participating State other than Oregon, Contractor shall provide to the Contract Contact Person for a Participating State quarterly Volume Sales Reports, monthly Noncompliance Reports, and monthly Accident Reports, or as otherwise agreed by Contractor and Participating State in the applicable Participating Addendum. Contractor shall submit to Participating State such additional custom reports as Participating State may reasonably request. Participating State reserves the right to request Contractor to modify reports or create ad-hoc reports as needed."

Section 4.2 Volume Sales Reports is modified as follows

"4.2 VOLUME SALES REPORTS.

4.2.1 Reports to NASPO ValuePoint [~~**Lead State**~~]. Contractor shall provide **NASPO ValuePoint** [~~to the WSCA Contract Administrator at Lead State~~] **with** quarterly reports of all sales at base rates for vehicle rental and differentials under the Price Agreement and Participating Addenda nationwide ("Volume Sales Report"). Contractor is not obligated to report or pay VCAF **(Vendor Collected Administrative Fee)** for sales of fuel or other Goods and Services. [~~Contractor shall subtotal the Volume Sales Report by Participating State and shall include for each Participating State:~~

~~Participating State Name~~

~~Locations of rentals~~

~~Dollar volume of Services by locations subtotaled by month~~

~~Total dollar volume of Services.~~]

Contractor shall submit the following Summary Sales Data and Detailed Sales Data and usage reports to NASPO ValuePoint each quarter.

a. **Quarterly Summary Sales Data.**
Contractor shall submit quarterly sales reports electronically to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx.

Any and all sales made under the Master Price Agreement must be reported as cumulative totals by state. If Contractor experiences zero sales during a calendar quarter, a report is still required. Reports are due no later than 30 days following the end of the quarter.

b. **Detailed Sales Data.**
Contractor shall develop a custom quarterly report with detailed sales and usage data in coordination with NASPO ValuePoint and DAS PS.

The objective of the detailed report is to provide a comprehensive resource for NASPO ValuePoint and Participating States to search and obtain data on vehicles reserved, travel completed and paid for by Participant's travelers using the Contractors rental vehicles and a state's Participating Addendum.

Contractor agrees to modify the custom report, add or remove data fields from time to time as requested by NASPO ValuePoint with notice to DAS PS.

Reports are due quarterly and must be received by NASPO ValuePoint no later than thirty (30) days after the end of the reporting period. The detailed sales report must be submitted to NASPO ValuePoint no later than 30 days after the end of the first quarter following execution of this Amendment 9 and then every quarter thereafter

Contractor shall upload the quarterly report to an FTP site 30 days after the end of the first quarter following execution of this Amendment until the NASPO ValuePoint Binary Fountain is complete and rolled out. The Binary Fountain is a third party reporting vendor; collecting and analyzing all NASPO ValuePoint detailed sales reporting. NASPO ValuePoint will coordinate with Contractor on the data fields required, timeline and transition from the FTP site to the Binary Fountain.

c. **Quarterly Executive Summary.**
Contractor shall provide the assigned NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a
    i. **list of states with an active Participating Addendum,**
    ii. **states that Contractor is in PA negotiations with and**
    iii. **any PA roll out, implementation activities and issues.**

NASPO ValuePoint and Contractor will determine the format and content of the executive summary during development. The first executive summary is due 30 days after the end of the first quarter following execution of this Amendment 9 and then every quarter thereafter.

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

~~Contractor transaction #~~

~~Location of rental~~

~~Vehicle size classification~~

~~Date of rental~~

~~Length of rental~~

~~Miles driven on vehicle~~

~~Unit price (rental rate) and extended total~~]

Contractor shall use the report template (Excel spreadsheet) provided by DAS PS. The report must include all detailed sales data and usage by Oregon drivers on government business. Reports must be submitted electronically to the DAS PS Contract Contact Person and Fiscal Analyst at vcaf.reporting@oregon.gov and any other designees as may be required by DAS PS.

Contractor shall compute the Total Dollar Amount for Quarter. Contractor is not obligated to report or pay VCAF for sales of fuel or other Goods and Services.

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

Contractor transaction #

Location of rental

Vehicle size classification

Date of rental

Length of rental

Miles driven on vehicle

Unit price and extended total

Contractor shall compute the Total Dollar Amount for Quarter. Contractor is not obligated to report or pay VCAF for sales of fuel or other Goods and Services.

4.2.4 Reportable Sales or Not. Contractor shall submit a Volume Sales Report each quarter to [~~the~~] [~~WSCA~~]**NASPO ValuePoint** [~~Contract Administrator~~] **for Participating States sales and usage** and **a report to** the DAS **PS** [~~SPO~~] Contract Contact Person **for Oregon sales and usage**, whether or not there are reportable sales of Services. Participating State may specify in its Participating Addendum whether or not it requires a report in a quarter with no reportable sales. The report must contain complete and accurate details of the Reportable Sales for the quarter just ended and (ii) such other information as Participating State may informally request. "Reportable Sales" means the dollar value of Services delivered at base rate plus daily surcharges charged pursuant to Section 1.16.3. Contractor is not obligated to report or pay administrative fees to [~~WSCA~~]NASPO **ValuePoint** or any Participating State on taxes, assessments, fees, surcharges, or other charges itemized on the invoice which Contractor is required by a third party to collect."

Section 4.6 Administrative Fees is deleted and replaced with the following

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

4.6.1 NASPO ValuePoint Administrative Fee. The Contractor shall pay a quarterly NASPO ValuePoint administrative fee of 0.5% (0.005) of ALL sales under this Price Agreement on the schedule and using the method in section 4 of Exhibit A. The NASPO ValuePoint administrative fee is not negotiable. Contractor shall remit the NASPO ValuePoint administrative fee in immediately available funds by the method in section 4 of Exhibit A.

In addition to the NASPO ValuePoint administrative fee, some NASPO ValuePoint and non-NASPO ValuePoint member states may require that an additional fee be paid directly to the Participating State on purchases made by procuring entities within that Participating State.

The Oregon administrative fee is established in Section 4.6.2 below. For all other such state requests, the fee level, payment method and schedule for such reports and payments shall be as established in Section 4.6.3 or as otherwise incorporated in a Participating Addendum that is made a part of the Price Agreement.

4.6.2 Oregon Vendor Collected Administrative Fee (VCAF).
After the end of each quarter during the term of this Price Agreement, Contractor shall pay to State of Oregon, Department of Administrative Services (DAS), Procurement Services (DAS PS)

a VCAF, in an amount equal to One Percent (1%) of Contractor's total sales made to Oregon Participants (State, State Agencies, ORCPP, other Oregon Participants) using this Price Agreement during the preceding quarter. Contractor is responsible for timely reporting and payment, regardless if entity that actually reports or makes VCAF payment to DAS PS.

This fee is in addition to the NASPO ValuePoint Administrative Fee in Section 4.6.1 above.

4.6.2.1 Payment of VCAF.

Failure to submit the Volume Sales Report to Oregon does not release Contractor from the requirement to timely remit required VCAF.

a. VCAF payments to Oregon are to be effected by way of Automated Clearing House (ACH) transactions, a form of electronic transaction known as Electronic Funds Transfer (EFT) authorized for state business and adhered to by the Oregon State Treasury. These payment transactions must occur no later than the forty-fifth (45th) day after the end of a calendar quarter.

b. Upon receipt of the invoice from DAS PS, Contractor shall remit payment for the amount indicated on the invoice.

c. Contractor shall contact DAS PS by email to **vcaf.reporting@oregon.gov** if no invoice is received within thirty (30) days after Contractor sends its quarterly Volume Sales Report.

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

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

Contractor shall remit the Administrative Rebate in the form of a check or EFT as required by the Participating State. The remit to address will be provided by the Participating State entering into an Addendum."

EXHIBIT E
NASPO ValuePoint PRICING

Master Price Agreement 9949 Hertz, Amendment 9
Exhibit E Pricing NASPO ValuePoint [*previously WSCA*]

Effective Date: June 1, 2015

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. See Master PA Sections 1.9 and 1.16.

	Base Rates			Long Term Rentals Daily Charge Base Rates		
Vehicle Type	**Daily**	**Weekly**	**30 days**	**31-90 days**	**91-160 days**	**161 + days**
Sedans						
Compact	$29.00	$159.50	$653.95	$21.80	$21.80	$21.80
Standard / Intermediate	$33.00	$181.50	$744.15	$24.81	$24.81	$24.81
Full Size	$36.00	$198.00	$811.80	$27.06	$27.06	$27.06
Passenger Vans						
Mini-Van	$58.00	$319.00	$1,307.90	$43.60	$43.60	$43.60
12 Passenger Van	$79.00	$434.50	$1,781.45	$59.38	$59.38	$59.38
SUV's						
Sm. SUV (5 Passenger)	$63.00	$346.50	$1,420.65	$47.36	$47.36	$47.36
Lg. SUV (7-8 Passenger)	$84.00	$462.00	$1,894.20	$63.14	$63.14	$63.14
Specialty						
Luxury/Premium	$84.00	$462.00	$1,894.20	$63.14	$63.14	$63.14
Jeep	$84.00	$462.00	$1,894.20	$63.14	$63.14	$63.14
Convertible	$84.00	$462.00	$1,894.20	$63.14	$63.14	$63.14
Green Vehicles						
Hy-Brid (Prius)	$42.00	$231.00	$947.10	$31.57	$31.57	$31.57
Hy-Brid (Camry)	$44.00	$242.00	$992.20	$33.07	$33.07	$33.07
Alternative Fuel	$52.00	$286.00	$1,172.60	$39.09	$39.09	$39.09
Pick-Ups / Cargo						
Small Pick-Up	$84.00	$462.00	$1,894.20	$63.14	$63.14	$63.14
Large Pick-Up	$106.00	$583.00	$2,390.30	$79.68	$79.68	$79.68
Cargo Van	N/A	N/A	N/A	N/A	N/A	N/A

Rates are on a 24 hour clock. Contractor may charge hourly overtime at one third of the daily rental rate up to a maximum of the daily rental rate. See Master PA Section 1.16 Rate Composition terms and conditions.

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. See Master PA Sections 1.9.

Other Charges

Tire Chains	N/A
Smoking damage/cleaning	$150.00
GPS Rental	$12.00/day
	$90.93/week
	$181.86/month
Towing Packages	$ Not Available
Sirirus Satellite Radio	$5.00 per day

One Way Differential Fee $125.00 per rental for all 1 way rentals over 500 miles. See PA Section 1.16.1 and 1.16.2

Daily Loss of Use Fee $50.00 See Master PA Section 1.9

City or State surcharge or differential rates. See Master PA Section 1.16.3.

STATE	**CITY**	**Daily Differential or Surcharge Rate**
CA	Burbank AP	$3.00
	John Wayne AP	$3.00
	Oakland AP	$3.00
	San Jose AP	$3.00
	San Luis Obispo	$13.00

DC	Washington	$8.00	
ID	Idaho Falls	$6.00	
	Boise	$6.00	
	Hailey	$10.00	
	Lewiston	$20.00	
	Pocatello	$6.00	
	Sun Valley	$6.00	
IL	Chicago	$8.00	
MA	Boston	$8.00	
MD	Baltimore	$8.00	
MI	Detroit	$8.00	
MT	Missoula	$6.00	
	Butte	$10.00	
NJ	Newark	$19.00	
NY	JFK, LGA, Manhattan	$29.00	
	Non-Airports	$10.00	
OR	Bend	$10.00	
	Klamath Falls	$10.00	
	Medford	$10.00	
	Pendleton	$10.00	
	Redmond	$10.00	
	Salem Airport Only	$10.00	**Minivans, SUV's and Hybrids only**
	Sun River	$10.00	
PA	Philadelphia	$8.00	
WA	Pasco	$10.00	
	Pullman	$6.00	
	Spokane	$6.00	

EXHIBIT E-1
OREGON PRICING

Master Price Agreement 9949 Hertz, Amendment 9
Exhibit E-1 OREGON Pricing

Effective Date: June 1, 2015

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. See Master PA Sections 1.9 and 1.16.

	Base Rates			Long Term Rentals Daily Charge Base Rates		
Vehicle Type	**Daily**	**Weekly**	**30 days**	**31-90 days**	**91-160 days**	**161 + days**
Sedans						
Compact	$29.29	$161.10	$660.49	$22.02	$22.02	$22.02
Standard / Intermediate	$33.33	$183.32	$751.59	$25.05	$25.05	$25.05
Full Size	$36.36	$199.98	$819.92	$27.33	$27.33	$27.33
Passenger Vans						
Mini-Van	$58.58	$322.19	$1,320.98	$44.03	$44.03	$44.03
12 Passenger Van	$79.79	$438.85	$1,799.26	$59.98	$59.98	$59.98
SUV's						
Sm. SUV (5 Passenger)	$63.63	$349.97	$1,434.86	$47.83	$47.83	$47.83
Lg. SUV (7-8 Passenger)	$84.84	$466.62	$1,913.14	$63.77	$63.77	$63.77
Specialty						
Luxury/Premium	$84.84	$466.62	$1,913.14	$63.77	$63.77	$63.77
Jeep	$84.84	$466.62	$1,913.14	$63.77	$63.77	$63.77
Convertible	$84.84	$466.62	$1,913.14	$63.77	$63.77	$63.77
Green Vehicles						
Hy-Brid (Prius)	$42.42	$233.31	$956.57	$31.89	$31.89	$31.89
Hy-Brid (Camry)	$44.44	$244.42	$1,002.12	$33.40	$33.40	$33.40
Alternative Fuel	$52.52	$288.86	$1,184.33	$39.48	$39.48	$39.48
Pick-Ups / Cargo						
Small Pick-Up	$84.84	$466.62	$1,913.14	$63.87	$63.87	$63.87
Large Pick-Up	$107.06	$588.83	$2,414.20	$80.47	$80.47	$80.47
Cargo Van	N/A	N/A	N/A	N/A	N/A	N/A

Rates are on a 24 hour clock. Contractor may charge hourly overtime at one third of the daily rental rate up to a maximum of the daily rental rate. See Master PA Section 1.16 for Rate Composition terms and conditions.

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. See Master PA Sections 1.9.

OTHER CHARGES

Tire Chains	$ Not Available
Smoking damage/cleaning	$150.00
GPS Rental	$12.99 Day $90.93/week $181.86/month
Towing Packages	$ Not Available
Sirirus Satellite Radio	$5.00 per day

One Way Differential Fee $125.00 per rental for all 1 way rentals over 500 miles. See Master PA 1.16.1 and 1.16.2.

Daily Loss of Use Fee $50.00 See Master PA Section 1.9

City or State surcharge or differential rates. See Master PA Section 1.16.3.

STATE	CITY	Daily Differential or Surcharge Rate
CA	Burbank AP	$3.00
	John Wayne AP	$3.00
	Oakland AP	$3.00

	San Jose AP	$3.00	
	San Luis Obispo	$13.00	
DC	Washington	$8.00	
ID	Idaho Falls	$6.00	
	Boise	$6.00	
	Hailey	$10.00	
	Lewiston	$20.00	
	Pocatello	$6.00	
	Sun Valley	$6.00	
IL	Chicago	$8.00	
MA	Boston	$8.00	
MD	Baltimore	$8.00	
MI	Detroit	$8.00	
MT	Missoula	$6.00	
	Butte	$10.00	
NJ	Newark	$19.00	
NY	JFK, LGA, Manhattan	$29.00	
	Non-Airports	$10.00	
OR	Bend	$10.00	
	Klamath Falls	$10.00	
	Medford	$10.00	
	Pendleton	$10.00	
	Redmond	$10.00	
	Salem Airport Only	$10.00	**Minivans, SUV's and Hybrids only**
	Sun River	$10.00	
PA	Philadelphia	$8.00	
WA	Pasco	$10.00	
	Pullman	$6.00	
	Spokane	$6.00	

EXHIBIT G
NASPO VALUEPOINT STANDARD CONTRACT TERMS AND CONDITIONS

Exhibit G is modified as follows

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

PARTICIPANTS: The NASPO ValuePoint Cooperative Purchasing Program participants and its member states.

NASPO ValuePoint Emarket Center: NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible entity's customers to access a central online website to view and shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts.
The central online website is referred to as the NASPO ValuePoint eMarket Center http://emarketcenter.org/dnn/Contracts.aspx.

Contractor will have visibility in the eMarket Center through ordering instructions. These ordering instructions are available at no cost to the Contractor and provide Participants information regarding the Contractors website and ordering information. At a minimum, the Contractor agrees to the following: NASPO Value Point eMarket Center Site Admin shall provide a written request to the Contractor to begin ordering instruction process. Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

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EXHIBIT H

PARTICIPATING ADDENDUM
NATIONWIDE VEHICLE RENTAL SERVICES

Participating State/Entity Participating Addendum No. _____
Oregon Master Price Agreement No. 9949

The Hertz Corporation
(hereinafter "Contractor")
and
Delete and insert name of participating state/entity
(hereinafter "Participating State/Entity")

1. Scope: This Participating Addendum incorporates the terms and conditions of the Master Price Agreement for Nationwide Vehicle Rental Services administered by the State of Oregon (Lead State) for use by state agencies and other entities located in the Participating State/Entity as authorized by the state's statutes to utilize state/entity contracts with the prior approval of the state's Chief Procurement Official.

2. Participation: Use of specific NASPO ValuePoint (also known as WSCA-NASPO Cooperative Purchasing Program) cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State/Entity Modifications or Additions to Master Price Agreement: These modifications or additions apply only to actions and relationships within the Participating State/Entity.

[Delete and *Replace this with specific changes or a statement that "No Changes Are Required"*]

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

Contractor:

Name	
Address	
Telephone	
Fax	
E-mail	

Participating State/Entity

Name	
Address	
Telephone	
Fax	
E-mail	

5. Subcontractors: All Contractor 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 Price Agreement. The Contractor's dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

6. Orders: Any Order placed by a Participating State for a Service available from the Master Price Agreement is a sale under (and governed by the prices and other terms and conditions) of the Master Price Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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

Participating Entity/State:	**Contractor**: The Hertz Corporation
Signature:	Signature:
Name (print/type):	Name (print/type):
Title (print/type):	Title (print/type):
Date:	Date:

[Additional signature lines may be added as required by Participating State]

For questions on executing a Participating Addendum, please contact:

NASPO ValuePoint:

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	THay@NASPOValuePoint.org

Contractor shall submit a fully executed PDF copy of this Participating Addendum to NASPO ValuePoint at PA@naspovaluepoint.org to support documentation and posting in appropriate data bases.

Department of Administrative Services
Enterprise Goods and Services
PROCUREMENT SERVICES
FAX (503) 373-1626

TO:	Gail L. Carter, State Procurement Analyst DAS, Procurement Services 1225 Ferry Street SE U140, Salem, OR 97301
Phone:	(503) 378-5501
FAX:	(503) 373-1626
Email:	gail.l.carter@oregon.gov
From:	_____
Phone:	_____
Fax:	_____
Date:	4-15-15
Pages (including this cover page): ____	

Price Agreement #9949, Amendment 9

I, (***signature***) Kevin J. Knorr, (title) _____
received a complete copy of Price Agreement 9949, Amendment 9 between the State of Oregon acting by and through the Department of Administrative Services, Procurement Services and Hertz by e-mail from Gail L. Carter.

On April 15, 2015, I signed the printed form of Amendment 9 without change from the originally transmitted document. A copy of the signature page from the Amendment is included with this transmission.