



NASPO ValuePoint Master Agreement

This NASPO ValuePoint Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and The Subsidiaries of Enterprise Holdings, Inc. listed on Schedule 1 hereto ("Contractor"). This Master Agreement is effective on the date that it has been signed by the parties and has been approved as required by applicable law ("Effective Date").

1. Master Agreement Order of Precedence

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

- (1) A Participating Entity's Participating Addendum ("PA"), substantially in the form attached hereto as Exhibit A;
- (2) NASPO ValuePoint Master Agreement and its exhibits (in the following order of Precedence):

The Master Agreement terms and conditions, less its exhibits

Exhibit D- Provisions Required by Federal Law

Exhibit B - Description of Vehicle Rental Services

Exhibit C - Rates

Exhibit F- Sample Standard Rental Agreement

Exhibit A - Sample Participating Addendum

Exhibit E - NASPO ValuePoint Detailed Sales Data Report Form

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

- (4) Any terms and conditions provided electronically or online or as part of Services descriptions or guidelines; and

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

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

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

2. Definitions

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

Authorized User means a person authorized by the Participating Entity to use the Services under this Master Agreement as defined in each Participating Entity's Participating Addendum.

Contract means any agreement between Contractor and Purchasing Entity for the Services, including a Request for Service.

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

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

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

Lead State means the State of Oregon which is centrally administering this Master Agreement

Master Agreement (or MA) means the agreement for car rental services executed by and between the Lead State, acting on behalf of the members of the NASPO ValuePoint Cooperative Purchasing Program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other

eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

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

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

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

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

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

Services means the vehicle rental services to be provided by Contractor.

Traveler means an Authorized User traveling pursuant to a Request for Service issued under this Master Agreement.

3. Term of the Master Agreement; Non-exclusivity

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

b. This Master Agreement is not exclusive. Purchasing Entities retain the right to contract for Services or through any selection process authorized by law, or to perform the Services themselves. Neither NASPO ValuePoint nor the Lead State guarantees that any

specific number of Contracts will be issued or that any specific amount of Services will be required.

4. Amendments

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

5. Participants and Scope

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

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

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

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

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

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

6. Administrative Fees

a. No later than sixty (60) Calendar days following the end of each calendar quarter, for each calendar quarter, the Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) on all base rental charges and the following optional products: GPS units, satellite radio service, toll device, Personal Affects Insurance (PAI), Personal Effects Coverage (PEC), and any charges for additional roadside assistance purchased by the Traveler, BUT specifically excluding: taxes, facility charges and concession recovery and other pass-through fees and charges.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the pricing in the Participating Entities 'Participating Addendum to include an additional administrative fee for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint

Administrative Fee in subsection 6a shall be applied to the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

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

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org/>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than sixty (60) Calendar days following the end of the calendar quarter (as specified in the reporting tool).

b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) Provider name; (2) Renting Entity (State) (3) City Vehicle Rented in ; (4) State Vehicle Rented In (5) Vendor Rental Agreement Number (6) Checkout Date (7) Check in Date (8) Miles Driven (9) Vehicle Type Reserved (10) Vehicle Type Driven (11) Vehicle Type Charged (12) Master Agreement Rental Price (13) Days Charged (14) Total Charged Renting Entity The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than sixty (60) Calendar days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Exhibit E.

c. Report data for Travelers should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

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

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the

reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

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

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

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

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

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

The Parties acknowledge that NASPO ValuePoint and Contractor have entered into an agreement permitting Contractor to use NASPO ValuePoint logos in connection with this Master Agreement and the promotion of the Services, hereunder, and that agreement is in effect.

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

9. RESERVED

10. Right to Publish

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

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial two-year term of the Master Agreement. Following the initial two-year term of the Master Agreement period, if the Lead State exercises the option to renew, the parties shall negotiate in good faith the rates applicable to any renewal term. If the parties are unable to reach agreement on the new rates, both parties shall have the right to either elect to continue the Master Agreement at the current rates for the renewal term, or to terminate the Master Agreement at the end of the then current term. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed. Any such Rate adjustments shall apply to all Participating Entities and Purchasing Entities.

12. Individual Customers

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

b. Authorized User Data. Authorized User or Traveler retains ownership of all its information and data ("Authorized User Data") that Traveler or Authorized User delivers to Contractor in connection with their utilization of the Services. Contractor may use Authorized User Data for the purposes of providing the Services under this Master Agreement and in accordance with Contractor's privacy policy and the applicable Rental Agreement. In all instances, Contractor shall use and maintain Authorized User Data in accordance with all applicable laws, including all applicable data privacy laws and laws relating to the protection of personally identifiable information.

Administration of Requests for Service or Orders

13. Request for Service

- a. Master Agreement and Request for Services or confirmation numbers shall be clearly shown on all acknowledgments, invoices, and on all correspondence.
 - b. Purchasing Entities may define entity requirements and informally complete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
 - c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of services contemplated by this Master Agreement.
 - d. Contractor shall not begin work without a valid Request for Services or other appropriate commitment document under the law of the Purchasing Entity and a signed Participant Addendum. Requests for Service may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
 - e. Establishment of Account. From time to time, Purchasing Entities may request and work with Contractor to establish an account and the applicable documentation and processes permitting Authorized Users to obtain of the Services described in the Scope of Services attached hereto as Exhibit B.
- DAS, upon agreement with Contractor, may add related services and products to this Agreement.
- f. Once an account is established and the Purchasing Entity and Contractor have agreed upon an ordering process, Authorized Users may order or submit requests of the Services by a method and in a form to be agreed upon between Contractor and Purchasing Entity ("Request for Service").
 - g. This Agreement is not exclusive. A Purchasing Entity currently may have one or more agreement(s) for the Services or similar services or products. Purchasing Entity may request Services from and enter into agreements with Contractor pursuant to the terms and conditions of this Agreement and the Participating Addendum. Contractor may provide Services or Products to any third party, provided Contractor may not sacrifice the quality of the Services provided to Purchasing Entity for the benefit of another client.

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

- (1) The Services being provided;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The pricing elements consistent with this Master Agreement;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

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

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

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

14. Reserved

15. Laws and Regulations

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

16. Reserved

17. Payment

Payment is normally made at the time of the rental transaction or within 30 days following the completion of the rental period or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Contractor represents and warrants that:

- (a) Contractor has the power and authority to enter into and perform this Master Agreement;
- (b) This Master Agreement, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;
- (c) Contractor shall, at all times during the term of this Master Agreement, be qualified, competent, and duly licensed to perform the Services;
- (d) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Services in a workmanlike manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
- (e) The Services delivered by Contractor will materially comply with any service descriptions, specifications, standards or requirements set forth in this Master Agreement; and
- (f) Warranties cumulative. The warranties set forth in section are in addition to, and not in lieu of, any other warranties set forth elsewhere in this Master Agreement.

19. Right to Use

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

General Provisions

21. Insurance

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

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

(1) Commercial General Liability for the acts or omissions of Contractor's employees 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 \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(3) Automobile Liability Insurance (which may be self-insured). Contractor shall provide Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of \$1 Million for bodily injury and property damage. For clarification, this automobile liability insurance covers Contractor's operation of its vehicles and does not include coverage for Participating Entities or their respective renters.

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

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

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

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

22. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Requests for Service placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. Such audits shall take place during regular business hours, at Contractor's premises, upon not less than five (5) business days' notice. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

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

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

23. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Service under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning

individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

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

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

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

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

24. Public Information

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

25. Assignment/Subcontracts

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

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

26. Changes in Contractor Representation

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

27. Independent Contractor

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

28. Cancellation

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

29. Force Majeure

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

30. Defaults and Remedies

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

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any material term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within sixty (60) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

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

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

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Suspend Contractor from being able to respond to future bid solicitations; and
- (4) Suspend Contractor's performance; and
- (5) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Request for Services, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

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

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed

under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

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

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

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

- (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
- (b) specified by the Contractor to work with the Services; or
- (c) reasonably required, in order to use the Services in its intended manner, and the infringement could not have been avoided by substituting another reasonably available service, product, system or method capable of performing the same function; or
- (d) It would be reasonably expected to use the Services in combination with such service, product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any

money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

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

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

35. Governing Law and Venue

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

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

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or

contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

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

37. Contract Provisions for Orders Utilizing Federal Funds

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

Authorized Signatures: The undersigned hereby certifies that he or she has the authority to sign on behalf of the Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 hereto.

The Subsidiaries of Enterprise Holdings, Inc. as listed on Schedule 1

By: 

Title: Secretary

Date: September 9, 2019

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

By: 

Title: DEP. STATE Chief Proc. Officer Date: 9-16-19

SCHEDULE 1

Subsidiaries of Enterprise Holdings, Inc.

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS, LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company - Southeast, LLC
Enterprise Leasing Company - West, LLC
Enterprise Leasing Company - South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC
PRERAC, Inc.

Approved pursuant to ORS 291.047

Oregon Department of Justice

By: Via email Karen Johnson
Sr. Assistant Attorney General

Date: 8/30/2019

Exhibit A to NASPO ValuePoint Master Agreement

SAMPLE PARTICIPATING ADDENDUM

MASTER AGREEMENT # ____
Exhibit ____
FORM PARTICIPATING ADDENDUM

NASPO ValuePoint
PARTICIPATING ADDENDUM # ____



NATIONWIDE CAR RENTAL SERVICES
Lead by the State of Oregon ("Lead State")

Master Agreement #: 9409

Contractor: The Subsidiaries of
Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement

Participating Entity: State of xxxxxxxx

(Removable Instruction: These items must be negotiated in each Participating Addendum: Definition of Authorized User (a Participating Entity should include all persons who will be authorized to use the Services under the specific Participating Addendum), and rates only if a Participating State adds in a state specific Administrative fee. See the Description of Vehicle Rental Services and look at any added services for example Roadside Assistance.)

The following Goods or services are included in this Addendum:

- Removable Example: All Goods and accessories listed on the Contractor page of the NASPO ValuePoint website.

The following Goods or services are not included in this Addendum:

- Removable Example: Product modifications.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the car rental services provided by Contractor under the Enterprise Rent-A-Car and National Car Rental brands, led by the State of Oregon for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

[Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in

the state's statewide contract program.]

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 ~~xxxxxxx~~. 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:	
Address:	
Telephone:	
Fax:	
Email:	

Participating Entity

Name:	
Address:	
Telephone:	
Fax:	
Email:	

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to Contractor and 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.

[Removable Instruction: Insert text here to address specific changes to the terms and conditions. Indicate which section numbers of the Master Agreement are modified. If no changes are required, check the box above and delete this paragraph.]

5. Reserved

6. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of ~~xxxxxx~~, as shown on the dedicated Contractor (cooperative contract) website, are

Exhibit B to NASPO ValuePoint Master Agreement

Description of Vehicle Rental Services

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

SECTION 1: GENERAL

1.1 Licensing Requirements:

Contractor shall secure, maintain and pay for any federal, state and local licenses required to provide the services referenced in the Master Agreement (MA).

1.2 Implementation:

1.2.1 Account Implementation Procedures:

To assist Participating Entities that are new to the NASPO Program, Contractor maintains a representative available to each state's Participating Entities. The entire implementation process will be managed by the Participating Entities account management team, with support from internal departments, including all necessary implementation and marketing materials for distribution to Participating States and Participating Entities.

As required progress will be monitored through a timeline and strategy checklist.

Contractor's local branches, available at enterprise.com or nationalcar.com, in each Participating State will be notified about the partnership with the state and details regarding their rental program.

For Participating States and Participating Entities currently a part of the NASPO program, Contractor shall look for continuous points for Master Agreement improvement and development.

1.3 Promotion:

Contractor shall further develop each Participating State and Participating Entity's program to grow the program. Contractor's representatives will work directly with Participating States and Participating Entities with their state program on a regular basis, and will explore the current car rental environment of the state. Following the lead of the Participating State and Participating Entity, Contractor shall partner with the designated point of contact(s), and following state guidelines and protocols, develop an implementation plan, including approved communications to support the promotion of the Master Agreement.

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.

- Z. Request for Service: Any rental completed by a Participating Entity or Purchasing Entity for car rental services available from this Master Agreement shall be deemed to be a Purchase of Service (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Request for Service agree in writing that another contract or agreement applies to such Request for Service.

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

Participating Entity:	Contractor: The Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

[Removable Instruction: Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	
Telephone:	
Email:	

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

- 1.4 Provide the Participating Entity car rental Services for nationwide locations on the terms and conditions as set forth in the MA. A Participating Entity may purchase any quantity of Services listed in the MA at the prices listed in the awarded MA.
- 1.5 Renters under the NASPO contract must be at least 18-years old. Students renting or driving vehicles rented on behalf of universities or colleges must be operating the vehicle on official university/college business, or in connection with university/college-sanctioned activities. Drivers of vehicles with 10-passenger seating capacity must be 21 years old. Renters must be 25 years of age or older to rent 12- and 15-passenger vans. All renters must have a driver's license that is valid during the entire rental period and book under a valid NASPO or authorized State Account Number. Contractor will waive underage and young renter fees for renters age 18 through 20 years of age. Contractor maintains the right to verify employment or other affiliation with Participant that would give them the right to rent as a "Traveler".
- 1.6 Rental receipts must clearly detail all charges that Contractor has the capability to include.
- 1.7 **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.
- 1.8 **Maintenance and Operating Expenses:** Traveler will be responsible for 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, and industry standards.
- 1.9 **Vehicle Downtime:** If in the Traveler's judgment a vehicle is or becomes substantially impaired or unsafe to operate, Contractor shall immediately replace the vehicle upon notification by Traveler. Such replacement shall be at no extra charge so long as the impairment or unsafe condition is not caused, in whole or in part, by the negligence or willful misconduct or intentional act of the Traveler. Contractor shall deliver the replacement vehicle to a location determined by Traveler. Contractor shall be responsible for all repairs and towing of vehicle so long

as the repairs and/or towing, as the case may be, are not caused, in whole or in part, by the negligence or intentional act of the Traveler.

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

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

1.12 Liability for Rental Vehicle:

Contractor shall hold State, Purchasing Entity and Traveler harmless from any physical damage, loss, vandalism, fire or theft of the rental vehicle provided rental vehicle was not used by the Purchasing Entity or Traveler in any manner listed in Section 2.8. The Contractor shall not charge the State, Purchasing Entity or Traveler any collision/loss damage waiver fee for a vehicle rented hereunder. Contractor specifically waives any right to submit any claim against the State, Purchasing Entity or Traveler for any physical damage, loss, vandalism, fire or theft, or any other costs such as downtime, loss of revenue, administrative expenses and other expenses, of a rental vehicle provided under this Master Agreement, provided rental vehicle was not used by the Purchasing Entity or Traveler in any manner listed in Section 2.8. Notwithstanding above, Travelers shall not smoke in Contractor's vehicles, and Contractor may charge Purchasing Entity for any smoking damages caused by Traveler or Traveler's passengers in the vehicle while in Traveler's possession.

A loss of use fee may be applied only if a Traveler uses the rental vehicle in any manner listed in Section 2.8 (Improper Use of Vehicle) and damage to the rental vehicle is caused. The onetime Loss of use fee is set forth in Exhibit C Rates.

1.12.1 Liability Protection for Rental Vehicle:

Contractor shall provide liability protection with each U.S. 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, which shall be voided if the rental vehicle is used in any manner listed in Section 3.1, shall extend third party liability protection to Purchasing Entity and Traveler in a combined single limit amount per occurrence of not

less than \$1,000,000 per accident for bodily injury, death, or property damage to others arising out of the use or operation of the rental vehicle.

1.12.2 Property in the vehicle:

Contractor is not responsible for loss of or damage to any Participating Entity or Traveler's personal property in or on the vehicle, in any service vehicle, on Contractor's premises, or received or handled by Contractor. Personal Effects Coverage (PEC) may be purchased at the time of rental. Cost varies based on location.

1.13 Reservation:

In order to guaranty the availability of the vehicle, Traveler must make a reservation at least 96 hours in advance. If a Traveler walks into a Branch location the rental rates shall be honored on the cars available at the time of Request for Services. Reservations may be made by Participating Entity or Traveler, contracted travel agencies. Reservations shall guarantee vehicle availability including automatic, no-added cost substitution. Reserved vehicle will be held for 3 hours after the Traveler's estimated time of arrival prior to release. Whenever possible, the Participating Entity or Traveler will advise the Contractor a minimum of 8 hours in advance of any change of travel plans necessitating rental vehicle cancellation or delayed pickup, however, in no situation shall the State, Participating Entity or Traveler be liable for payment of "no shows". Travelers and Purchasing Entity's will cancel reservations in the same manner they were made when possible. The Rates and coverages provided herein shall only be available to the Participating Entity and Traveler if the Participating's Entity's Account Number is used at the time of the reservation or at the commencement of the rental transaction.

1.13.1 Reservation Systems/Options:

Contractor shall maintain an internet reservation system where Travelers can access the rates. Contractor shall make available contracted rates on all major Global Distribution Systems (GDS). Contractor shall maintain a toll free 24 hour 365 days a year reservation phone number where Contractor's agents have access to the rates. 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.

1.13.1.1 Short Notice Reservation:

Contractor shall not charge additional fees for short notice reservations.

1.13.2 Traveler Pick up from Contractor:

Contractor's "We'll Pick You Up" service is available to our customers. With a 24-hour notice, we will pick up a Traveler at any home or business address in the United States. This service is available at no additional cost within a 5 mile radius of the rental location.

Fees may apply outside of this area. Any delivery of vehicles and pick-up of vehicles after the completion of a rental and any such provided service and cost associated with such will be determined by the renting location.

1.13.3 International Vehicle Rental:

Rentals originating outside of the US are not available under this Master Agreement.

1.14 Vehicle Demand:

Contractor shall attempt to meet 100% percent of Purchasing Entity or Travelers requests and shall meet 100% of confirmed guaranteed reservations when 96 hours' advance notice is given. If a reserved vehicle is not available at the time of pickup by the Traveler, Contractor shall substitute a vehicle of similar or greater quality at no additional cost. Contractor shall note on the invoice that a vehicle of same or greater quality was substituted at same or lower price.

1.15 Vehicle Pick Up/ Return:

Contractor must ensure this process is expedited and easy for the Traveler. At airport locations with counters, Contractor personnel will be available during terminal hours of operation to meet the standard of 90% of all incoming flights. For locations without airport counters, a courtesy phone or clearly identifiable sign indicating the telephone number to call for Contractors shuttle is required. Shuttle service pickup must be available within 15 minutes of Traveler's notification to Contractor. Vehicle pickup should routinely be within a total of 30 minutes from initial contact with the Contractor.

Except with respect to Emerald Aisle rentals available to Contractor's Emerald Club program, Contractor requires Traveler to sign Contractor's Standard Rental Contract, a representative sample of which is attached as Exhibit F. Refer to Section 2.9 for refueling. Contractor will also provide the Traveler with accident, repair, roadside assistance information and vehicle return instructions. With the exception of Emerald Aisle rentals, Contractor shall provide to Traveler a completed copy of the Standard Rental Form showing estimated charges to be billed for the rental, including any pass-through charges that may subsequently be billed to Traveler.

1.15.1 Preferred Customer/Loyalty Program:

Contractor shall provide a specific preferred customer or loyalty program for Travelers who elect to participate and whose Travelers' Participating Entity's policies allow such participation.

1.16 Contractor Rental Sites not at Airports:

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

provide seamless service and full compliance with the terms and conditions of the MA at all Contractor locations.

1.17 Airport and Branch Locations:

Contractor shall have rental branches at airport locations at the 2017 top 50 commercial airline airports as shown at:

[https://www.rita.dot.gov/bts/sites/rita.dot.gov/bts/files/publications/national transportation statistics/html/table 01 44.html](https://www.rita.dot.gov/bts/sites/rita.dot.gov/bts/files/publications/national_transportation_statistics/html/table_01_44.html)

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

1.18 Rate Structure

1.18.1 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, standard roadside assistance, liability protection for U.S. rentals and other locations where required by law (and in such circumstances in the minimum amounts required by applicable law) and unlimited mileage.

Rates under the MA 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 Traveler, local and state sales and federal excise taxes, airport concession fees, city surcharges or city differential fees applicable in certain cities, legislative or mandated taxes or fees, bond issues imposed by government bodies and similar charges controlled by third party(ies). Contractor shall itemize those charges as separate line items on the rental agreement and add the charges to the base rate. Where the Purchasing Entity is not exempt from sales taxes on sales within their state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Enterprise and National charge 33 percent of the daily rate for hourly charges up to the cost of the daily rate.

1.18.2 One Way Rentals:

One-way rentals must be reserved as one-way rentals. Rates for airport rentals beginning and ending at airport locations are set forth as One-Way Daily Rates in the Pricing Sheet (Exhibit C). One-Way Daily Rates include unlimited mileage. Contractor shall not charge any drop fee or mileage charge for one way rentals from and to Airport locations.

Off-Airport Locations. One-Way rates that are vehicle reservations that do not begin or end at an airport location. Also, off airport locations have an additional \$125.00 drop fee for one-way rentals.

1.18.3 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.

1.19 Fact-Finding Assistance:

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

1.20 Roadside Assistance:

Standard Roadside Assistance is included in the vehicle rental; and provides assistance in connection with damage to the vehicle, glass replacement and towing (related to an accident). Travelers in need of emergency road service in the United States and Canada may call a dedicated 24-hour roadside assistance line. Instructions for contacting the roadside assistance line are included in the Standard Rental Agreement provided at the time of rental. Contractor's customer service can be reached 24 hours a day at 1-800-261-7331 or by email from the Enterprise website <https://www.enterprise.com>. Travelers using the Enterprise Rent-A-Car App and National Car Rental App also can press the Roadside button. Contractor shall provide a toll-free roadside assistance number 24 hours a day, 365 days a year. Contractor's Roadside Assistance Department shall work with Travelers to ensure the proper solution is found in a timely manner by utilizing Contractor local rental office, manufacturer's programs, dealer networks or other vendors. Contractor shall provide Travelers instructions for reporting accidents and any other roadside problems.

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

Optional Roadside Protection may be purchased at the Rates set forth in Exhibit C to provide coverage for lockout service, jump starts, tire changes, fuel delivery, key replacement and towing for events unrelated to an accident. However Contractor's policy states this optional protection does not include replacement of lost keys or remote entry devices in California, Kansas, Nevada and New York.

1.21 Travelers with Disabilities:

Contractor shall offer available adaptive driving devices, including hand controls, spinner knobs, pedal extenders, and left-foot accelerators, subject to vehicle compatibility.

For Enterprise, information regarding device availability and reservations is available at <https://www.enterprise.com/en/help/customers-with-disabilities.html?icid=footer.customer.service--disabilities--ENUS.NULL>

For National, information regarding device availability and reservations is available at <https://www.nationalcar.com/en/support/customers-with-disabilities.html>

For reservations and more information, renters may call:

- o Enterprise: 866-225-4284 (users of TTY devices use 866-534-9270)
- o National: 888-273-5262 (users of TTY devices use 800-328-6323)

Contractor does not offer lift-equipped vans or wheelchair ramps for rental. Enterprise's "We'll Pick You Up" service is available for mobility device-equipped vehicles. Our branch locations can provide pick-up and delivery service in either the car the customer will be renting or a car of the same class.

1.22 1.21 Environmental Awareness:

1.21.1 Hybrid Vehicles:

Contractor shall provide hybrid vehicles at most of its locations. Pricing for hybrid vehicles is located in the Exhibit C Rates.

1.22.1 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. At the time of rental, Traveler may request a different vehicle if the vehicle smells like smoke.

2.2 Vehicle Stock:

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 only provide Purchasing Entity's and Travelers with rental vehicles with fewer than 40,000 miles. Contractor certifies that odometer and original miles are the same and are accurate. Minimum standard equipment shall include automatic transmission, power steering, power brakes, air conditioning, AM/FM radio, air bags and all season radial tires. Contractor shall equip and maintain all rental vehicles to meet all federal, state and local vehicle safety standards, codes, and ordinances.

2.4 Vehicle Condition:

At time of vehicle pickup, Contractor shall ensure the rental vehicle has a full tank of gas or as otherwise provided in Section 2.9 and proper fluid levels; coolant protected to -20 degrees; and is in clean condition (inside and out). All vehicles should be in a like-new condition, reasonable wear and tear excepted, 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 discover that a misrepresentation was made to obtain the vehicle. Contractor shall first notify the Traveler or Purchasing Entity to attempt to resolve any issues in advance of any Contractor action to repossess the vehicle.

2.6 Vehicle Classes:

- Sedans: Economy/ Compact, Intermediate/ standard, and full size.
- Passenger Vans: Mini Vans and 12 passenger vans.
- SUV's: Mid/Standard SUV and full size/ Premium SUV
- Pick-ups: Small truck and Large Truck
- Other Categories:
- Premium, Jeep crossover, Convertible, Compact Hybrid, Intermediate Hybrid, Full size Hybrid, and 15 passenger vans.

Cargo Vans may not be rented under this Contract.

- 2.7 Toll Pass.** Contractor's TollPass programs, where available, may be purchased at the time of the rental transaction. The TollPass program, policies and charges may be changed at any time without notice. Fees charged for the TollPass program do not include toll charges. Toll charges including citations may be collected by Contractor or a third party. These charges will be billed separately from the vehicle rental charges.

PARTICIPANT RESPONSIBILITIES

2.8 IMPROPER USE OF VEHICLE:

Purchasing Entity and Traveler agree the rental vehicle will not be used and/or the driver (as the case may be):

- a) By a driver who is under the influence of alcohol or any prohibited drugs.

- b) For any illegal purpose.
- c) To Push or tow another vehicle unless the vehicle is equipped for towing and is specified in the rental agreement.
- d) To carry passengers or property for hire.
- e) In a test, race or contest.
- f) By an unlicensed driver.
- g) By a person other than an authorized Traveler with the minimum driver requirements.
- h) Outside of the United States except where such use is specifically authorized by the Contract.
- i) Off paved or maintained roads or driveways. (Gravel and/or dirt roads maintained by a state, county or local municipality or individual property owner are considered maintained roads or driveways.)
- j) By a driver who allows more passengers to occupy the vehicle than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws.
- k) By a driver who is under 18 years of age.
- l) By a driver or occupant who is smoking.
- m) By a driver who obtained the vehicle through fraud or misrepresentation.
- n) By a driver who intentionally caused the damage to or loss of the vehicle.
- o) In a live artillery fire exercises, or used in training or tactical maneuvers, or in police or other law enforcement activities, it is being understood that the Master Agreement is intended for business travel only.
- 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) Will 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) Will not operate or use passenger vans with a capacity of 10 or more passengers in the country of Canada.
- s) 10 passenger vans Travelers must be 21 years of age.

t) 12 and 15 passenger vans Travelers must be 25 years of age.

2.9 Fuel and Refueling Options:

Traveler shall return a vehicle to the Contractor with the same fuel level as the Vehicle had at time of pick up unless an alternative fuel arrangement was made at the time of vehicle pick up. Failure to do so will incur additional charges for refueling.

2.10 Return of the Vehicle:

Traveler shall return the vehicle to the agreed return location as specified on the Standard Rental Agreement Enterprise and National charge 33 percent of the daily rate for hourly charges up to the cost of the daily rate. The vehicle shall have the same amount of gas in it as when the vehicle rental began unless an alternative fuel arrangement was made at the time of vehicle pick up.

2.11 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, and charges.

2.12 Traveler Reservation:

At the time of reservation, Purchasing Entity or Traveler will provide the Participant account number. At the time of rental, the Traveler will present a method of payment, acceptable to Contractor and a valid driver's license. Rates and coverages provided herein shall only be available to the Participating Entity and Traveler if the Participating's Entity's Account Number is used at the time of the reservation or at the commencement of the rental transaction.

2.13 Master Agreement Contractor Choice:

Contractor acknowledges that it is not the exclusive provider of vehicle rental services contracted by NASPO Value Point, and Purchasing Entities and Travelers may use the Contractor offering the lowest price vehicle rental choice or the contract that best fits the Travelers need at the time of rental or otherwise designated by the Participating Entity under the Master Agreements administered by NASPO ValuePoint.

Exhibit C- Rates

Vehicle Type	Daily Rate	Weekly Rate	Monthly Rate
Sedans			
Economy/Compact	\$33.00	\$165.00	\$660.00
Intermediate/Standard	\$34.75	\$173.75	\$695.00
Full Size	\$37.50	\$187.50	\$750.00
Passenger Vans			
Mini Van	\$65.00	\$325.00	\$1,300.00
12 Passenger	\$122.00	\$610.00	\$2,440.00
SUV's			
Mid/Standard SUV	\$62.00	\$310.00	\$1,240.00
Full Size / Premium SUV	\$86.00	\$430.00	\$1,720.00
Pick- Up Truck's			
Small Pick Up Truck	\$70.00	\$350.00	\$1,400.00
Large Pick Up Truck	\$75.00	\$375.00	\$1,515.50
Other Class's Offered			
Premium	\$82.00	\$410.00	\$1,640.00
Jeep/ Crossover	\$65.00	\$325.00	\$1,300.00
Convertible	\$82.00	\$410.00	\$1,640.00
Compact Hybrid	\$49.00	\$245.00	\$980.00
Intermediate Hybrid	\$49.00	\$245.00	\$980.00
Full Size Hybrid	\$54.00	\$270.00	\$1,080.00
15 Passenger Van	\$140.00	\$700.00	\$2,800.00

Other Charges

Vehicle Type	Enterprise/National Airport One-Way Daily Rates	Mileage
Sedans		
Economy/Compact	\$83.00	Unlimited
Intermediate/Standard	\$83.00	Unlimited
Full Size	\$83.00	Unlimited
Passenger Vans		
Mini Van	\$145.00	Unlimited
12 Passenger	Not Available	Not Available
SUV's		
Mid/Standard SUV	\$145.00	Unlimited
Full Size / Premium SUV	\$165.00	Unlimited
Pick- Up Truck's		

Small Pick Up Truck	\$145.00	Unlimited
Large Pick Up Truck	Not Available	Not Available
Other Class's Offered		
Premium	\$129.00	Unlimited
Jeep/ Crossover	Not Available	Not Available
Convertible	Not Available	Not Available
Compact Hybrid	\$129.00	Unlimited
Intermediate Hybrid	\$129.00	Unlimited
Full Size Hybrid	\$129.00	Unlimited
15 Passenger Van	Not Available	Not Available
Misc. Other Fees		
Additional Roadside Protection		\$5.99/ per day
Personal Accident Insurance/Personal Effects Coverage		\$5.13 - \$13.00 per day, subject to change

<u>Surcharge Amount</u>	<u>National and Enterprise Airport Surcharge Locations</u>
\$3.00 per day	Richmond, VA
\$5.00 per day	Augusta, GA; Harrisburg, PA; Phoenix; Sacramento, Scranton, PA; State of Illinois (excluding Chicago); State of Tennessee (excluding Nashville); State of South Carolina (excluding Myrtle Beach); Rochester (ROC); Buffalo (BUF); Syracuse (SYR)
\$7.00 per day	Albany (ALB); Westchester (HPN); Stewart (SWF); ISLIP (ISP); Burlington (BTV)
\$10.00 per day	State of Alaska; Atlanta; Burbank; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles area (excluding LAX); Minneapolis/ST. Paul; Monterey; Nashville; Oakland; Pittsburg; Providence; common Wealth of Puerto Rico; Rapid City; San Diego; San Francisco (including the convention center); San Jose; State of Texas.
\$12.00 per day	Baltimore; Boston; Detroit; Philadelphia; Washington, DC.
\$15.00 per day	Chicago; Hawaii; Los Angeles International Airport (LAX); Newark (EWR).
\$23.00 per day	LaGuardia (LGA), Kennedy (JFK)

<u>Surcharge Amount</u>	Enterprise Brand Home City Surcharges
\$7.00 per day	Long Island Metro, Westchester Metro (including Greenwich and Stamford CT); Burlington Metro (VT)
\$10.00 per day	State of Alaska; commonwealth of Puerto Rico; Boston home city: Bemidji and Moorhead, MN; State of Nebraska (excluding Omaha and Lincoln); State of Wyoming (excluding Cheyenne, Laramie, and Jackson); San Francisco downtown.
\$12.00 per day	Washington, DC area
\$15.00 per day	Chicago Home City; Hawaii Home-City.
\$23.00 per day	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Stanton Island)
<u>National Licensee Differential</u>	<u>Location</u>
\$6.00 per day	Wisconsin (Appleton Airport, Green Bay Airport, January 1-December 31 st).
<u>Item</u>	<u>Rate</u>
Smoking/damage cleaning	Actual Cost
Vehicle Drop Off and Pick up Service	If available to be determined by location.
One time Loss of Use Fee	A onetime loss of use fee of up to and not to exceed \$245.00 will be charged only if damage occurs while the Traveler is using the vehicle improperly as set forth in Section 2.8 and damage to the rental vehicle is caused thereby. (up to \$245.00 is loss fee, this fee is one time charge, not to exceed amount and not a per day charge.)
15 Passenger Van available only at	Enterprise Locations

Exhibit D to NASPO ValuePoint Master Agreement

PROVISIONS REQUIRED BY FEDERAL LAW

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

1. United States Government Subcontracting for Commercial Items. The Affiliates of EAN are approved prime contractors of the United States government and in certain circumstances function as subcontractors through contracts with prime contractors of the U.S. government. As such, the Affiliates maintain appropriate registrations in System for Award Management (SAM) administered by the U.S. Government which includes the central contractor registrations system (CCR) and online representations and certifications application (ORCA). The Affiliates shall not discriminate in their employment on the basis of any protected classification, and agree to comply with such non-discrimination laws and Executive Orders to the extent applicable. The EEO clauses set forth in 41 CFR 60-1.4(c), 60-741.5, 60-250.5, 60-300.5 and 48 CFR 52.222-35, 52.222-26, 52-222.36 and 29 CFR part 471, Appendix A to Subpart A, are incorporated herein by reference. The Affiliates shall, during performance of this Agreement, comply with all applicable provisions of Executive Order 11246, the affirmative action commitments for disabled veterans, veterans of the Vietnam Era, other veterans and disabled workers; and the related regulations of the Secretary of Labor, 41 CFR Chapter 60 to the extent applicable. **Affiliates shall abide by the requirements of 41 CFR 60-741.5(a), prohibiting discrimination against qualified individuals on the basis of disability and requiring affirmative action to employ and advance in employment qualified individuals with disabilities.**

In the event that Customer is awarded a prime contract with funds payable to Customer by the United States government or its agencies and Affiliates are qualified subcontractors to any such award for purposes of payments for services under this Agreement, Affiliates shall accept the following "mandatory flow down" Federal Acquisition Regulations (FAR) 44.402, 52-212(e) and 52.244-6 for commercial items:

Utilization of Small Business Concerns	FAR 52.219-8	Nov 2016
Equal Opportunity	FAR 52.222-26	Sept 2016
Equal Opportunity for Veterans	FAR 52.222-35	Oct 2015
Equal Opportunity for Workers with Disabilities	FAR 52.222-36	Jul 2014
Notification of Employee Rights Under the National Labor Relations Act	FAR 52.222-40	Dec 2010
Preference for Privately Owned U.S.-Flag Commercial Vessels	FAR 52.247-64	Feb 2006
Combating Trafficking in Persons	FAR 52.222-50	Mar 2015
Contractor Code of Business Ethics and Conduct	FAR 52.203-13	Oct 2015
Employment Eligibility Verification	FAR 52.222-54	Oct 2015

If additional FAR requirements must be imposed upon Affiliates by law or by prime contract, such must be separately agreed to in writing by the applicable Affiliate(s) and Customer. In such case, there is no guarantee by EAN or the Affiliates that Rates will remain as stated in the Agreement.

2. Clean Air, Clean Water, EPA Regulations. If this Master Agreement, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the

use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Participating Entity or Purchasing Entity, HHS and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

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

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

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

4.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

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

5. Reserved

6. Resource Conservation and Recovery. Contractor shall comply and cause all subcontractors to comply with all applicable mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962)

requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

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

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

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

10. Reserved

11. 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.

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

13. Federal Tax Information. Contractor shall comply, if applicable, 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.

Exhibit E- NASPO ValuePoint Detailed Sales Data Report Form

See Attached Reporting File

