
PRICE AGREEMENT SUMMARY

THIS SUMMARY IS ORGANIZED IN THE FOLLOWING MANNER:

- A. OVERVIEW / CONTRACTOR INFORMATION / PRICING INFORMATION
- B. CONTRACT SUMMARY INFORMATION
- C. DEFINITIONS
- D. GENERAL REQUIREMENTS
- E. GENERAL PRICE AGREEMENT TERMS AND CONDITIONS
- F. STANDARD CONTRACT TERMS AND CONDITIONS
- G. SPECIAL TERMS AND CONDITIONS

This document is provided as an ordering tool. The Price Agreement summary is not the complete contract. For copies of the complete contract or interpretation of the contract, please contact Tim Hay at DAS State Procurement Office at (503) 378-4650 or by e-mail at tim.hay@state.or.us

This supplemental information provides an overview of Contract 4126 and in no way replaces the terms and conditions set forth in the Contract resulting from the original Request for Proposal (RFP), # 05104 issued by the State of Washington. For a complete description of this Contract, please reference the original RFP. If there are any discrepancies between this supplemental information and the terms and conditions of the Contract, the terms and conditions will supercede. This section should be used for reference only.

This is a Contract between Enterprise Rent a Car and the State of Oregon to provide short term car rental services (30 days or less) for the State of Oregon, its agencies and Oregon Cooperative Purchasing Members (ORCPP).

A. OVERVIEW

This Price Agreement is for short-term rental car services (1 to 30 days) within the United States for the State of Oregon agencies, authorized ORCPP Members, and the States of Washington and Idaho members, hereafter referred to as the State. This Price Agreement is a result of a cooperative procurement process between the State of Washington, the State of Idaho and the State of Oregon.

This Price Agreement is designated as a mandatory use Price Agreement for all cities defined in Section D, Pricing under MANDATORY CITY PRICING. The Price Agreement is designated as conditional use for all other locations located throughout the United States or internationally.
For both states, travelers have the option of obtaining a rental vehicle from their state motor pool.

ORDERING PROCEDURES: Rental cars may be reserved through the contracted travel management provider (Price Agreement #0216), or

directly from the Contractor.

Users must reference Enterprise Account "# 46OR002 ORE" for State of Oregon agencies, "# 46OR003 ORE" for ORCPP Members and "# 46OR004 ORE" for Oregon University Systems and to confirm an intermediate size vehicle (or other size if preferred) when making reservations. Failure to provide this code when making reservations will not guarantee the users the contract pricing nor will it guarantee LDW and Liability coverage.

For the locations specifically listed in Section D, Pricing, MANDATORY CITY PRICING, the size classifications of vehicles indicated herein are guaranteed to be available within reservation guidelines outlined above. For other locations and/or other vehicle size classifications, vehicle rental is subject to availability at the time of arrival.

Cautionary Note: Travelers and agency personnel involved in making rental car reservations are advised that acceptance of special promotional rates occasionally offered by Enterprise locations are not subject to the terms and conditions of this Price Agreement.

CONTRACTOR INFORMATION

CONTRACTOR: Enterprise Rent-A-Car
20400 SW Teton
Tualatin, OR 97062

RESERVATIONS, NATIONWIDE (24 hours): (800) 261-7331
CORPORATE ACCOUNTS (877) 881-5500
ROADSIDE ASSISTANCE (800) 307-6666
CONTRACTOR WEBSITE www.enterprise.com.

Authorized Washington State Contract Users may book at
www.wabookonline.com.

Authorized Oregon State Contract Users may book at
<http://azumano.com/oregon/>

CONTACT (Primary): Beth Wheeler
(503) 612-8133
Fax (503) 692-8820
beth.wheeler@erac.com

CONTACT (Secondary): Jim Arscott
(541) 741-8125
Fax (541) 741-13620
jimarscott92@msn.com

FEDERAL ID NO: 93-1032669

CENTRAL BILLING QUESTIONS: Dani Kelley
(503) 612-8134

INSTRUCTIONS FOR ADDRESSING CENTRAL BILLING QUESTIONS: Please fax any card orders, applications, card cancellation requests, and account updates to Dani's attention at Fax Number (503) 692-8820.

Please fax any billing inquiries, incorrect charges, billing amendments and customer service issues to Dani's attention at Fax Number (503) 692-8820.

ENTERPRISE EXPRESS LANE INFORMATION: Book online even faster with Enterprise Express Lane. Just enter your information once, and then you will be on the fast track to making reservations.

Unlimited Mileage

Liability Insurance, Full LDW Coverage

No Loss of Use Charges

Drivers 18-years old and older without surcharge

PRICING INFORMATION

Daily	Weekly	Hourly	Vehicle Class
\$27.00	\$159.99	\$7.00	Compact, including Hybrid*
\$28.00	\$164.99	\$7.00	Intermediate, including Hybrid*
\$30.00	\$179.99	\$7.00	Full Size
\$52.00	\$304.99	\$13.00	SUV and Off Road
\$65.00	\$384.00	\$16.00	12 Passenger Van
\$40.00	\$234.99	\$10.00	Cargo Van

* Hybrids, When and Where Available

ONE WAY DROP FEES

Miles	Price Per Mile
1 - 25	\$0.00
26 - 50	\$0.00
51 - 100	\$0.00
101 - 250	\$0.50
251 - 500	\$0.50
501 - 1000	\$0.25
1001 - 2000	\$0.15

DAILY SURCHARGES

New York City & New York City Airports \$18.00

B. CONTRACT SUMMARY INFORMATION

The State of Oregon participated in a competitive procurement conducted by the Washington Department of General Administration, Office of State Procurement (OSP) for the purchase of Short Term Car Rental Services;

Contractor submitted a successful proposal to sell Short Term Car Rental Services;

The State of Oregon and other authorized entities in the State of Oregon desire to purchase from Contractor, from time to time, Short Term Car Rental Services, and Contractor desires to sell those products.

In consideration of the terms and conditions contained in the Price Agreement between Enterprise Rent-a-Car ("Contractor") and the Washington Department of General Administration, Office of State Procurement on behalf of the State of Washington and the participating members, as well as other authorized purchasers, the terms and conditions in the RFP and any Addendums, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

The daily rental of automobiles from participating locations and other locations in the States of Washington, Idaho and Oregon and throughout the United States. This Price Agreement shall be used by State of Washington, Idaho and Oregon agencies, Colleges, and Universities to obtain rental cars required by persons in the course of traveling on official state or local government business. For the purpose of this document, "traveling on official state business" shall be defined as all travel paid for by the States of Washington, Idaho or Oregon, or authorized political subdivisions via an eligible mode of payment as identified below. Hereafter, the term "state" shall apply to both the states of Washington and Oregon.

At the Daily Rental Rate bid, Contractor is to rent to any person as defined above who possesses a valid drivers license, is at least 18 years of age or older for locations listed in Section D, Pricing, MANDATORY CITY PRICING. Any other location requires that the driver be 21 years of age or older and who can identify themselves as a person traveling on official State or local government business. No additional prequalification shall be required either via verbal or written inquiry and no minimum age surcharge will be at Price Agreement rates. The Contractor shall also allow more than one traveler to drive a rental vehicle including a fellow State or Political Subdivision employee under the same terms and conditions of this Price Agreement.

C.1. DEFINITIONS PERTAINING TO STATE OF OREGON PRICE AGREEMENTS:

C.1.1. "Addendum" or "Addenda" means an addition or deletion to, a material change in, or clarification of, the ITB. Addendum or

Addenda shall be labeled as such and shall be made available to all interested Bidders in accordance with the OAR 125-030-0007(4).

C.1.2. "Agency" means the State Agency subject to SPO purchasing authority pursuant to ORS 279.712 for whose benefit SPO has entered into this Price Agreement for the purchase of the Services as described herein.

C.1.3. "Authorized Purchaser" means SPO, Purchasing Agencies ordering Goods and/or Services pursuant to SPO purchasing authority and direction, and State Agencies with their own purchasing authority. It may also include ORCPP Participants with appropriate purchasing authority under their applicable rules and regulations.

C.1.4. "Contract" means the entire agreement between the Contractor and the Authorized Purchaser, comprised of the Price Agreement, and all items incorporated therein and a signed Purchase Order.

C.1.5. "Contractor" means the person or organization who is a party to this Contract and by whom the Services will be performed under this Contract.

C.1.6. "DAS" means the Oregon Department of Administrative Services.

C.1.7. "Entity" means a natural person with legal capacity to contract, sole proprietorship, limited liability company, corporation, partnership, limited liability partnership, limited partnership, profit or non-profit unincorporated association, business trust, two or more persons each with legal capacity to contract and having a joint or common economic interest, or any other person with legal capacity to contract, or a government or governmental subdivision. Entity does not include a State Agency.

C.1.8. "Goods" means all rental vehicles and equipment supplied under the Contract that are required to provide the Services.

C.1.9. "ORCPP" means the Oregon Cooperative Purchasing Program, which allows its members to utilize certain State Price Agreements for Goods and Services. ORCPP Participants include but are not limited to: cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRFs), Oregon University System, Oregon Lottery, Oregon Health Sciences University, residential programs under contract with the Oregon Department of Human Services, and American Indian tribes or agencies.

C.1.10. "Participant" has the same meaning as "Authorized Purchaser".

C.1.11. "Price Agreement" means this Addendum. It is the agreement between the Contractor and the State under which the Contractor agrees to hold prices, terms and conditions firm for a specified period of time for the benefit of Authorized Purchasers.

C.1.12 "Proposal" means the Contractor's written offer submitted in response to the RFP, binding on the Proposer, and including all necessary attachments, which is hereby incorporated into this Price

Agreement.

C.1.13 Not Used.

C.1.14. "Purchase Order" or "Rental Application" means the Contractor-supplied vehicle rental application form submitted to Contractor by Authorized Purchasers for the purchase of the Services (rental of vehicles).

C.1.15. "Purchasing Agency" means a State Agency subject to DAS purchasing authority under ORS 279.712.

C.1.16 "Request for Proposals" or "RFP" means the portions of the State of Washington Solicitation Document, Number 05104 which are incorporated as set forth in Section A.1.

C.1.17. "Services" means all rental car services required to be provided under the Price Agreement.

C.1.18. "SPO" means the Oregon State Procurement Office.

C.1.19. "State" means the State of Oregon and its boards, commissions, departments, institutions, branches, and agencies.

C.1.20. "State Agency" means every board, commission, department, or agency of the State of Oregon, whose costs are paid, in whole or in part, from funds held in the State Treasury.

C.1.21. "State Procurement Office" means the central purchasing office of the Procurement, Fleet and Surplus Services (PFSS) Division of DAS.

C.1.22 "States" means the States of Washington, Oregon and Idaho.

C.1.23 "Traveler" means the person traveling for official business for the States, Authorizer Purchaser or Participant who will be driving the rented vehicle.

SECTION D - GENERAL REQUIREMENTS

D.1 LOCATIONS IN WASHINGTON, OREGON AND IDAHO: Within 60 days after receipt of Notice of Award, successful Proposer shall have and include under the terms of this Price Agreement, a network of owned and/or franchise car rental outlets for all locations proposed. All locations shall operate under one corporate name; each location's personnel must be knowledgeable with the terms and conditions of the Price Agreement.

A location is defined as an identifiable place where Price Agreement users can pick-up a vehicle. The location be staffed or driven by an employee of the Contractor. The employee is defined as a counter person, a bus/van driver (to deliver the Traveler to a counter), or an employee delivering the vehicle to the Traveler.

D.2 RESERVED

D.3 FRANCHISES: All franchises should operate under one corporate name. For the purposes of Contractor performance, franchises are considered to be subcontractors to the Contractor. Contractor and Contractor's Franchises agree to the terms and conditions of the Price Agreement and all offers submitted by the Contractor.

D.4 REQUIRED VEHICLES/EQUIPMENT: At a minimum, the Contractor must provide the States Travelers an "intermediate" size four-door sedan with an odometer reading not to exceed 34,999 miles. Minimum standard equipment shall include automatic transmission, power steering, air conditioning, air bags and all season radial tires. The vehicle must be properly licensed, equipped, and maintained to meet all federal, state, and local vehicle safety standards, codes, and ordinances.

D.4.1 Contractor shall maintain a sufficient number of vehicles on hand to meet the needs of States Travelers with advance reservations.

D.4.2. At time of rental, vehicles must be clean (inside and outside).

D.4.3 In inclement winter weather, vehicle must be equipped with snow tires and/or chains as appropriate and furnished with an ice scrapper. Chains, along with written installation instructions, must be provided at no additional charge to the Traveler. The States are not responsible for chain damage to the vehicle.

D.4.4 Area maps are to be furnished free upon request. If requested 7 days prior to rental Contractor must have available, a class of vehicles known as "hybrid" that shall have a federal MPG rating of at least 50 MPG; non-smoking vehicles, hand controls for the disabled, will be provided without additional cost.

D.4.5 If the Traveler brings to the Contractor's attention any unsafe condition or unacceptable condition that is in violation of contract specifications, a suitable replacement vehicle shall be provided immediately at no additional charge.

D.4.6 The States desire to lease hybrid vehicles. While the Contractor is not required to have hybrids at this time, conditions of Price Agreement award is understood to be:

D.4.6.1 Future contract extensions may be based on the Contractor having hybrid vehicles available to Travelers.

The Contractor will negotiate to add hybrids to the Price Agreement when it is in the mutual best interest of both the States and the Contractor

D.5 PAYMENTS: The states intend to use three methods of payment of acquisition of rental vehicles:

State Authorized Corporate Card, Corporate Account or direct billing, or Personal Credit Card:

Contractor must accept a state sponsored corporate card for payment of rental charges, currently VISA in Washington, Oregon and MasterCard in Idaho. All Corporate cards are embossed with name of state or the name of the specific state entity. Some state corporate cards are also embossed with the individual Traveler's name. In Washington only, the Contractor must accept the state's use of a state Corporate Travel Card (ghost card), currently in use in lieu of direct billing. In these cases, the Traveler may be renting the vehicle without a "plastic" credit card. In some cases, some States agencies may elect to rent a vehicle in the form of a direct bill to the agency or the Traveler may pay for the vehicle with a personal credit card. The method of payment will be determined at the time of the reservation.

D.6 CONDITION OF USE: At the daily rental rate proposed, Contractor is to rent to any state agency, college, university, political subdivision or nonprofit organization (if applicable) employee on official business who possesses a valid drivers license, is 18 years of age or older and who can identify themselves as a government person otherwise traveling on official business. No additional prequalification shall be required either via verbal or written inquiry and no minimum age surcharge will apply to Price Agreement rates. The Contractor shall also allow more than one traveler to drive a rental vehicle including a fellow state or political subdivision or nonprofit employee or immediate family member under the same terms and conditions of this Price Agreement. The additional driver must be identified at time of vehicle rental, or through a notification to the Contractor's toll free telephone number.

The States and States Traveler agree the rental vehicle will not be used:

- A. By a Driver who is under the influence of alcohol or any prohibited drugs for any illegal purpose.
- B. To push or tow another vehicle.
- C. To carry passengers or property for hire.
- D. In a test, race or contest.
- E. By an unlicensed Driver
- F. By a person other than an authorized Driver with the minimum Driver requirements in Oregon Administrative Rule 125-155-0100.
- G. Outside the continental United States except where such use is specifically authorized by the rental agreement.
- H. Off paved, graded or maintained roads, or driveways, except when the Contractor has agreed to this in writing beforehand. Insurance coverages required under this Contract shall remain effective when a vehicle is identified as being "off road" and the Traveler uses the vehicle off road.

I. 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.

J. By a Driver under the age of 18.

D.7 LIABILITY FOR RENTAL VEHICLE: The States and States Traveler shall not be liable for any physical damage, loss, vandalism, fire, or theft of the rental. The Contractor shall extend to the States and States Traveler, Loss, Damage Waiver (LDW) coverage and Liability Insurance coverage with the rental of a vehicle. The Contractor shall not charge the States or States Traveler for LDW and Liability insurance coverage. All collision/loss damage waiver coverage will be included with LDW coverage. The Contractor and each of the Contractor's subcontractors specifically waive any right to submit any claim against the State or States Traveler for any physical damage, loss, vandalism, fire or theft of a rental vehicle provided under this Contract.

D.8 RESERVATIONS: Contractor must have a toll-free telephone number 24/7 available for accepting reservations at no cost to the State. Contractor must have on-line booking option and permit bookings via any state provided on line booking option. Reservations will be made at least 24 hours in advance on local rentals, seven (7) calendar days in advance on one-way rentals or hybrid rentals. Travel will be authorized by a letter of authorization, or valid Contractor credit/identification card issued to the Agency, College, University, non-profit or Political Subdivision. Reservations may be made by any Authorized Purchaser or travel agencies. Reservations shall guarantee vehicle availability including automatic/no-added cost upgrades in those cases identified herein. Reserved vehicle will be held for 3 hours after the Traveler's estimated time of arrival prior to release. Whenever possible, the States Traveler and/or reserving travel agency will advise the Contractor of any change of travel plans necessitating rental car cancellation or delayed pickup a minimum of eight (8) hours in advance, however, in no situation shall the State be liable for payment of "no shows".

D.9 MUST HAVE LOCATIONS

Washington: Spokane Ellensburg Wenatchee
Seattle (Tacoma) Pullman Walla Walla
Vancouver Yakima Bellingham Pasco Olympia

Oregon: Portland, Salem, Eugene, Medford,
Redmond, Pendleton, Klamath Falls, North Bend

Idaho: Coeur d'Alene, Lewiston, Boise,
Twin Falls, Pocatello, and Idaho Falls.

D.10 VEHICLE PICKUP/RETURN Contractor will make efforts to minimize the Traveler's time in the pickup and return of vehicles. At airport locations with counters, Contractor personnel will be

available during terminal hours of operation to meet all incoming flights. For locations without airport counters, a courtesy phone or clearly identifiable sign indicating the telephone number to call for Contractor's shuttle is required. Shuttle van service pickup is to be accomplished within twenty minutes of Traveler's arrival and notification to Contractor. Vehicle pickup should routinely be accomplished within a total of thirty minutes from initial contact with the Contractor.

D.10.1 For each rental a rental agreement shall be signed by the Traveler solely for the purpose of evidencing the delivery of the vehicle, to provide the time and place of return of the vehicle, the applicable Price Agreement rates and the computation and method of payment of charges. In the event of a conflict in the terms of the signed rental agreement and this Price Agreement, this Price Agreement shall prevail. Area maps will be provided free of charge upon request. Vehicle will be furnished with an initial full tank of gas. Contractor will also provide the States Traveler with accident; repair and vehicle return instructions and, upon return to off airport sites, transport the Traveler to the airport terminal within thirty minutes of turn in. A completed copy of the agreement form showing total charges to be billed shall be provided the Traveler upon return of the vehicle. Upon request by the States or its Traveler, the Contractor shall fax a legible copy of the agreement showing all of the charges incurred to the Traveler the next business day for after hours vehicle return.

D.10.2 The Contractor will not market nor offer in any form, any vehicle or other benefit to the Traveler that is not clearly identified in this RFP and subsequent Contract award notice. This includes, but not limited to, special rental rates, vehicle upgrades and fuel options.

D.11 RATE COMPOSITION

D.11.1 ROUND TRIP RENTALS: Contractor will charge only the Price Agreement rate proposed for a 24-hour round trip rental of vehicle at each rental location. Rate includes all charges for reservations, shuttle service, and mileage. Contractor's invoices may show city surcharge, airport surcharge/concession fees and other federal, state, or local governmental charges. Such charges are to be on a pass-through basis and not subject to Contractor mark-up.

Fuel charges and documented Traveler paid fuel costs reimbursed may be charged if based on actual or estimated fuel consumed rather than a fixed fuel service charge. State and local sales taxes required to be paid directly by consumers will be charged where applicable. When applicable, weekend/weekly discounts will be calculated and applied as originally proposed.

D.11.2 ONE WAY RENTALS: In addition to allowable charges specified above for round trip rentals, the Contractor may assess a drop fee for one-way rentals. Mileage for one way rental will be paid as proposed based on mileage between locations, not vehicle odometer mileage. It is requested that no drop fee shall be required, in either direction, between the following Washington cities:

Spokane and Pullman, Washington
Olympia and Seattle, Washington
Portland and Eugene, Oregon
Portland and Salem, Oregon
Port Angeles and Seattle, Washington

D.12 SERVICE DIRECTORIES: Contractor will have an on-line service directory that shows at a minimum all Contractors' locations, hours of operation and services available. Authorized Purchasers may have to enter a zip code when downloading information related to service directories from the Contractor's website.

D.13 CONTRACTOR PERFORMANCE: General Requirements: The States, in conjunction with purchasers, monitor and maintain records of Contractor performance. Said performance shall be a factor in evaluation and award of this and all future contracts. Purchasers will be provided with product/service performance report forms to forward reports of superior or poor performance to the State Procurement Officer.

D.14 PERSONALIZED SERVICES: Usage reporting at state, agency, department level.

D.15 REPEAT RENTERS: Just give Enterprise your phone number, and all your information will be pre-populated into the rental agreement to save you time.

D.16 LEVEL 2 MASTER CARD/VISA REPORTING: Name, City & State, Contract Number, Check In/Out dates, and ticket totals, will appear on statement.

D.17 GPS AVAILABILITY: GPS devices are available at participating offices nationwide.

SECTION E - GENERAL PRICE AGREEMENT TERMS AND CONDITIONS

E.1 FIXED TERMS, CONDITIONS AND PRICES.. In consideration of SPO's award of this Price Agreement to Contractor and SPO's ongoing authorization of Participants to enter into Contracts resulting from this Price Agreement, Contractor agrees to make available to Participants the Goods and Services set forth in the RFP and Contractor's Proposal according to the terms, conditions and pricing of this Price Agreement for the Term of this Price Agreement or any renewal thereof.

E.2 TERM OF PRICE AGREEMENT: The initial Price Agreement Term shall be two (2) years beginning on the commencement date and ending on the expiration date, with the option to renew for additional periods not to exceed a total of six (6) years, including extension, unless terminated sooner in accordance with the termination provisions set forth herein.

E.3. EXTENSIONS: SPO shall notify Contractor in writing if the SPO

intends to extend the Price Agreement ("Renewal Notice") at least thirty (30) days prior to the expiration of the then current term. If Contractor consents to the extension, it shall sign and return the Renewal Notice to SPO within the time period specified therein. If the Contractor does not consent, the Price Agreement shall expire according to its terms, unless earlier terminated.

E.4. ONE MONTH EXTENSION OPTION: Notwithstanding the foregoing, the SPO reserves the right in its sole discretion to extend the Price Agreement for a maximum of one (1) calendar month beyond any term. SPO shall notify Contractor in writing of the one-month extension prior to the expiration of the then current term. Consecutive one-month extensions obtained under this Section are not allowed.

E.5. SERVICES TO BE FURNISHED: During the term of the Price Agreement Contractor agrees to provide all Services to Authorized Purchaser in accordance with the terms and conditions of the Price Agreement.

E.6. PRICE ADJUSTMENTS: Except as set forth in other Sections and in this Section of this Addendum, all prices and discounts shall be firm for the original Price Agreement period. Changes in prices or discounts can be considered, by the State, only at the time of renewal. Price increases shall not exceed increases in the collective average of the US Consumer Price Index (CPI), based on the Seattle, Portland/Salem and Boise Urban Consumers percentage adjustment. All information regarding proposed price changes shall be submitted to State Procurement Office, in writing, at least 60 days prior to Price Agreement termination date. Proposed price changes must be accompanied by documentation supporting such increases. The SPO reserves the right to accept or reject any proposed price changes, in the best interest of the State. If the proposed price or discount changes are accepted, they shall become effective on the first day of the Price Agreement renewal period.

E.6.1. During the Price Agreement period or any renewal period, any price declines or cost reductions to Contractor shall be reflected in a reduction of the Price Agreement price, as indicated in the Proposal or any adjustment to the price made effective according to the terms of Section E.6, retroactive to Contractor's effective date. During the term of this Price Agreement, or any renewal period, should the Contractor enter into a contract or a pricing agreement with another customer providing greater benefits or lower pricing, Contractor shall immediately amend this Price Agreement to provide similar pricing or benefits, or both, to State if the contract or pricing agreement with the other customer offers similar usage quantities and similar conditions impacting pricing. Contractor shall immediately notify the State of any such contracts or pricing agreements entered into by Contractor.

E.6.2. Should such decreased prices again increase during the term of the Contract, including extensions, the SPO shall honor the increase if acceptable documentation verifying the increase is submitted to State Procurement Office. State Procurement Office shall determine what constitutes acceptable documentation.

E.7. CONTACT PERSONS: Contractor shall designate one or more

person(s) responsible for Contractor's work under this Price Agreement. Contractor shall provide to State the names, addresses and telephone numbers of such person(s) and shall keep this information current at all times. Should contact with such person(s) require long distance calls, the State may call Contractor's designated person collect.

E.8 CHANGE IN SPECIFICATIONS: The Contractor is requested to contact the State at any time justified changes or modifications in the performance specifications set forth in the RFP or in the Proposal which would result in improved service. Major modifications which would involve a change in service charges can be made only by the mutual consent of all parties to the Price Agreement.

E.9 PRICE AGREEMENT ADMENDMENTS: The terms of this Price Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval and notice from State Procurement Office. Only SPO has the authority to execute changes, notices or amendments to this Price Agreement. The SPO contact person for this Price Agreement is:

Tim Hay
State Procurement Office
1225 Ferry St U140
Salem, OR 97310-4285
Telephone: (503) 378-4650
E-mail: tim.hay@state.or.us
Fax: (503) 373-1626

E.10 NOTICES: Except as otherwise expressly provided in this Price Agreement, any communications between the parties, or notices to be given hereunder, shall be given in writing by personal delivery, express courier, facsimile, or United States Postal Service, postage prepaid, at the address or number set forth in Section E.9. or Contractor at the address or number indicated below or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so address and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given on the day the transmitting machine generates a receipt of a successful transmission of the notice, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours. To be effective against State, any notice transmitted by facsimile must be confirmed by telephone notice to the SPO contact person. Any communication or notice given by personal delivery or express courier shall be deemed to be given immediately upon such delivery, provided such delivery is made to the person indicated in Section E.9 or the person indicated below.

All notices given to Contractor pursuant to this Section shall be delivered to the following:

Name of contact person:
Address:
Fax number:
Phone number:

E.11 TERMINATION.

E.11.1 SPO and Contractor may terminate the Price Agreement at anytime by mutual written consent.

E.11.2. SPO may, at its sole discretion, terminate the Price Agreement upon 30 days written notice to Contractor.

E.11.3 SPO may terminate the Price Agreement if Contractor is in default under any Contract.

E.12 PURCHASE ORDER/ AUTHORIZED PARTICIPANTS

E.12.1 Contractor is not authorized under the Price Agreement to accept any Purchase Order that does not comply with the following requirements.

E.12.2 State Agencies, and ORCPP members shall all use the Contractor supplied Rental Application to order the Services set forth in this Price Agreement. Operative provisions in the Rental Application shall be limited to: designation of Authorized Purchaser and its authorized representative; order quantities; optional services, equipment and accessories offered under the terms of the Price Agreement; delivery schedules in accordance with the terms of the Price Agreement; and Delivery Destination and invoicing address.

E.12.3 CONTRACTOR AGREES THAT NO TERM OR CONDITION OF CONTRACTOR'S RENTAL AGREEMENT LOCATED ANYWHERE OR INCORPORATED BY REFERENCE INTO THE RENTAL APPLICATION SHALL APPLY TO OR BE BINDING ON THE PARTIES, OR SHALL VARY THE TERMS OF THE PRICE AGREEMENT OR CONTRACTS ISSUED THEREUNDER. TERMS AND CONDITIONS APPEARING ON CONTRACTOR'S RENTAL APPLICATION OR ANY OTHER CONTRACTOR DOCUMENTS SHALL NOT HAVE ANY FORCE OR EFFECT AND SHALL BE NULL AND VOID WITH REGARD TO VEHICLES DELIVERED PURSUANT TO THE TERMS OF THE PRICE AGREEMENT AND CONTRACTS ISSUED THEREUNDER.

CONTRACTOR AGREES THAT CONTRACTOR'S RENTAL APPLICATION, WHICH SHALL BE USED BY PARTICIPANTS TO RENT VEHICLES, IS BEING USED SOLELY FOR THE PURPOSE OF ASSISTING CONTRACTOR IN MAINTAINING THE INVENTORY OF ITS VEHICLES. ANY SIGNING OF SUCH DOCUMENTS BY A FIELD REPRESENTATIVE FOR THE PARTICIPANT SHALL NOT BE EFFECTIVE TO INCORPORATE INTO THE PRICE AGREEMENT OR CONTRACTS ISSUED THEREUNDER ANY TERMS AND CONDITIONS FROM CONTRACTOR'S STANDARD CONTRACT DOCUMENTS.

NO LANGUAGE IN A RENTAL APPLICATION USED BY A PARTICIPANT SHALL VARY, AMEND, MODIFY, OR ADD TERMS OR CONDITIONS TO THE PRICE AGREEMENT. THE RENTAL APPLICATION SHALL INCLUDE THE FOLLOWING LEGEND:

THIS RENTAL IS PLACED AGAINST THE STATE OF OREGON PRICE AGREEMENT #4126, THE DEFINITIONS, TERMS AND CONDITIONS, AND REPORTING REQUIREMENTS UNDER SECTIONS A, C, E, F, G & THE PRICES PROPOSED OF

THE PRICE AGREEMENT ARE INCORPORATED BY REFERENCE AND APPLY TO THIS PURCHASE AND TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS, CONDITIONS, REPORTING REQUIREMENTS AND EXHIBITS, EXPRESS OR IMPLIED.

E.13 OREGON STATE LANGUAGE: Contractor agrees to provide Goods and Services pursuant to this Price Agreement to all parties authorized by the State of Oregon, Department of Administrative Services (DAS), Cooperative Purchasing Program (ORCPP). The Cooperative purchasing Program recognizes agencies and organizations that are: State of Oregon Agencies, and registered Members of ORCPP.

E.14 ADDITIONAL PARTIES TO PURCHASE: Participants other than State Agencies must be authorized members of the Oregon Cooperative Purchasing Program to have authority to purchase as an additional party. Refer to Section E.15 "Additional Parties; Who Qualifies" for examples of organizational types that may qualify to become members of ORCPP.

E.15 ADDITIONAL PARTIES; WHO QUALIFIES: Organizations that may qualify to join ORCPP are:

E.15.1 STATE OF OREGON: ORCPP Members include but are not limited to: Cities, Counties, School Districts, Oregon Department of Higher

Education, Oregon Health Sciences University, Lottery, Special Districts, Qualified Rehabilitation Facilities, Residential Programs in contract with the Oregon Department of Human Services, and American Indian Tribes.

E.16 NON-STATE PARTICIPANT VERIFICATION: It is the Contractor's responsibility to verify non-state participant Price Agreement usage. ORCPP: Authorized ORCPP Participants can be verified through the on-line Information Program (VIP), Menu Option #6, Directories. VIP can be accessed by: Personal Computer (PC)/Modem connection using VIPCOMM communication software available at no charge.

Call DAS Purchasing @ (503) 378-4649 to obtain copy.

PC/Modem connection using own communication software (read only)

Internet IP Address: 199.2.176.1, Port 23

Worldwide Web: <http://www.das.state.or.us>

(click on Purchasing Building to go to VIP)

Procurement Centers (located throughout Oregon).

Call (503)378-4649 for information or to view list located on the State Procurement's Office Web Site.

E.17 CONTRACT NON-COMPLIANCE: This Price Agreement will be monitored by SPO for sales compliance through regular identified Contract reports that Contractor is required to provide by Contractor throughout the term of the Price Agreement. Reports shall be submitted specified in Section E.19. (Any other report format shall be mutually agreed upon by SPO and Contractor at the time of award.) State reserves the right to audit Contractor's files for Contract use compliance.

E.18 NON-COMPLIANCE CRITERIA: Sales to Unauthorized Participant/Person - If it is determined that there have been sales from this Price Agreement to an unauthorized participant/person,

Contractor will be deemed to be in non-compliance with the terms and conditions of this Price Agreement.

Contractor will receive written notice for the first two instances of non-compliance reported and verified by DAS. Two (2) or more instances of intentional sales to an unauthorized participant/person shall constitute breach of contract and shall place the Price Agreement in immediate jeopardy of being terminated.

E.19 REPORTING: Contractor shall provide quarterly reports to SPO as described in this Section E.19 and in Section E.20.

E.19.1. Contractor shall furnish to the State Procurement Office quarterly reports of Goods and Services provided under this Price Agreement.

E.19.2. The reports shall clearly indicate the RFP and or Price Agreement number(s).

E.19.3. Reports shall provide information in the following specific categories:

- A. Item description,
- B. Recycled/non-recycled content, if applicable
- C. Customer name (Separate Report for State Participant and ORCPP Members),
- D. Transaction number,
- E. Date of purchase,
- F. Quantity rented (Separate Reports for Target Models)
- G. Unit price and extended total,
- H. Total Dollar Amount for ending Quarter on Target Models.

Reports are due by the 15th day following the end of each calendar quarter. Calendar quarters end March 31, June 30, September 30 and December 31.

E.20 ALL REPORT COPIES: Contractors shall supply reports in a format approved by both parties. Reports on 3.5 inch diskette are preferred, however, hard copy reports are acceptable. The following format examples are preferred for sales information reports:

1. Excel Spreadsheet

All other report formats must be approved and agreed upon by SPO Price Agreement Administrator and Contractor prior to submission of the first report.

THE STATE PROCUREMENT OFFICE RESERVES THE RIGHT TO CANCEL THIS PRICE AGREEMENT IF SALES/VOLUME REPORTS ARE NOT RECEIVED AS SCHEDULED.

E.21 INSURANCE

E.21.1 During the term of the Price Agreement, including warranty periods, if any, Contractor shall maintain in full force and at its own expense each insurance coverage or policy noted below, from

insurance companies or entities with an A.M. Best rating of B+ or better that are authorized to transact the business of insurance and issue coverage in the State of Oregon.

E.21.2 COMMERCIAL GENERAL LIABILITY: Commercial General Liability insurance covering bodily injury and property damage in a form and with coverage(s) that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations liability coverage. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000 for each job site or location. Annual aggregate limit shall not be less than \$1,000,000 for each job site or location.

E.21.3 WORKERS' COMPENSATION: All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

E.21.4 AUTOMOBILE PROPERTY OR A SELF-INSURANCE EQUIVALENT: Contractor shall obtain, at Contractor's expense and keep in effect during the term of this Contract, physical damage coverage (collision and comprehensive) or a Self-Insurance Equivalent for all owned, non-owned, or hired vehicles in the care, custody, or control of all Contractor and State of Oregon employees, agents and officers under this agreement. This insurance shall be primary over and non-contributory with any other applicable insurance or self-insurance. The insurance limits shall be sufficient to cover the actual cash value of any vehicle.

E.21.5 AUTOMOBILE LIABILITY: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage shall extend to all Contractor and State of Oregon employees, agents and officers while operating vehicles in their care, custody, or control under this agreement. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$500,000.

E.21.6 ADDITIONAL INSURED: The liability insurance coverage(s), except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include the State of Oregon, the Department of Administrative Services, and its divisions, officers and employees as Additional Insured's but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

E.21.7 "TAIL" COVERAGE: If any of the required liability insurance coverages is arranged on a "claims made" basis, "tail" coverage will

be required at the completion of the Contract for a duration of 24 months or the maximum time period available in the marketplace if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.

E.21.8 NOTICE OF CANCELLATION OR CHANGE: There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days' written notice from the Contractor or its insurer(s) to the Department of Administrative Services. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by SPO.

E.21.9 CERTIFICATE(S) OF INSURANCE: As evidence of the insurance coverage(s) required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the State Procurement Office prior to the award of the Contract if required by the procurement document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insured's (or Loss Payees). Insurance coverage(s) required under this Contract shall be obtained from insurance companies acceptable to the State Procurement Office. The Contractor shall pay for all deductibles, self-insured retention and/or self-insurance included hereunder.

E.21.10 INSURANCE. The Contractor shall provide all required proofs of insurance to SPO within ten(10) calendar days of notification of intent to award.

SECTION F STANDARD CONTRACT TERMS AND CONDITIONS

F.1 ORDER OF PRECEDENCE: The printed terms and conditions set out in this Section F are the Oregon Standard Service Contract Terms and Conditions established for trade services which shall apply to the Price Agreement and the resulting contracts entered into as described herein. The Special Terms and Conditions in Section G, shall also apply to the Price Agreement and resulting contracts entered into between Contractor and Authorized Purchasers. Whenever possible, all terms and conditions are to be harmonized. In the event of a conflict between the Standard and Special Terms and Conditions, the Special Terms and Conditions take precedence, unless the Standard term in question is required by law. In the event of any other conflict, the Contract shall be interpreted utilizing the following order of precedence: (i) the Special Terms and Conditions, (ii) these Standard Terms and Conditions, (iii) the Request for Proposal, and (iv) the Proposal.

F.2 FORM OF PAYMENT: Contractor must accept a state sponsored corporate card for payment of rental charges, currently VISA in

Oregon . If State changes the type of card it uses for payment of rental charges, State shall provide notice to Contractor pursuant to Section E.10. All Corporate cards are embossed with name of state or the name of the specific state entity. Some state corporate cards are also embossed with the individual Traveler's name. The Contractor must accept the State's use of a State Corporate Travel

Account (ghost card), currently in use or the option of direct billing. In these cases, the Traveler will be renting the vehicle without a "plastic" credit card. In some cases, some Participants may elect to rent a vehicle in the form a of a direct bill to the agency or the Traveler may pay for the vehicle with a personal credit card. The method of payment will be determined at the time of the reservation

F.3 PAYMENT; OVERDUE ACCOUNT CHARGES: For Participants who are direct billed, payment shall be due and owing no later than forty five (45) days from date of the billing statement. Contractor may only assess overdue account charges, in accordance with the provisions of ORS 293.462(3), up to a maximum rate of two-thirds of one percent per month (8% per annum) in accordance with the provision of ORS 293.462 (4).

F.3.a. Overdue claims shall be those that have not been paid within forty-five (45) days from the latest of the following dates: The date of the receipt of the invoice, the date of the initial billing statement if no invoice is received, or the date the claim is made certain by agreement of the parties or by operation of law. However, overdue account charges shall not accrue on any rentals made by any Authorized Purchaser during time of civil emergency or in the event of a natural disaster which prevents the timely payment of accounts. In such instances accounts shall be paid in as timely a manner as possible.

F.4. PAYMENT ADDRESS: Payment shall be sent to Contractor at the address specified in the invoice.

F.5 SOURCE OF FUNDS; FUNDS AVAILABLE AND AUTHORIZED: Contractor shall look solely to Participant for payments due and owing under the Contract. Participant has sufficient funds available and authorized

within its biennial appropriation or limitation to finance the cost of purchases under the Contract prior to the end of the current biennium. Contractor understands and agrees that Participant payment of amounts under the Contract attributable to purchases made after the last day of the current biennium is contingent on Participant's receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Participant, in the exercise of its reasonable administrative discretion, to continue to make payments under the Contract.

F.6 NOT USED

F.7 INSPECTIONS/ACCEPTANCE: The Traveler shall, after the delivery of automobile, have the right to inspect and accept or reject it.

If the automobile is rejected, Traveler shall provide Contractor with verbal notification of rejection. Notice of rejection shall include itemization of apparent defects. If the automobile is rejected, Contractor shall immediately provide Traveler with a replacement automobile.

F.7.1 NOT USED

F.8. WARRANTIES:

F.8.1. AUTHORITY; BINDING OBLIGATION. Contractor represents and warrants that Contractor has the power and authority to enter into and perform the Price Agreement and the resulting Contracts and that the Contracts, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with the terms set forth herein.

F.8.2. Not Used.

F.8.3 WARRANTIES CUMULATIVE. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Contract. All warranties provided in the Contract shall be cumulative, and shall be interpreted expansively so as to afford Authorized Purchasers the broadest warranty protection available.

F.9 PERFORMANCE: Contractor shall provide all Services required by this Contract within the time specified in the Price Agreement, including extensions. All Services shall be provided in the most highly professional manner, and in accordance with the utmost industry standards. Unless the means or methods of performing a task is specified elsewhere in the Price Agreement, Contractor shall employ methods that are generally accepted and used by the industry. Failure to meet the performance requirements of the Price Agreement shall constitute breach of the Contract.

F.9.1. Participant, by written notice to Contractor, may cancel the whole or any part of the Contract under the circumstances set forth below:

F.9.1.1. If Contractor fails to provide the Services required by the Price Agreement within the time specified or fails to perform any other provision of the Price Agreement; and

F.9.1.2. If Contractor, after receipt of written notice from the Participant, fails to correct such failures within the number of days specified in the written notice. The rights and remedies of the Participant provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contracts or this Price Agreement.

F.10. BURDEN OF PROOF: Participants acknowledge that certain events that are described in Section F.18. FORCE MAJUERE, could cause Contractor to fail to meet its obligations under the Contracts or this Price Agreement. Contractor shall not be liable for damages nor will Contractor be held in default or charged with a breach of the Contracts or this Price Agreement when the delay in delivery or performance arises from the events described in Section F.18. FORCE

MAJUERE and are beyond Contractor's reasonable control and without the fault or negligence of Contractor. Contractor shall bear the burden of proof of establishing that such delay in delivery or performance was not within its reasonable control or without its fault or negligence.

F.11 INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

F.11.1 Contractor shall provide all required Services as an independent contractor, although Participant reserves the right (i) to determine (and modify) the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance. Participant cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of providing the Services.

F.11.2 If Contractor is currently performing work for the State or the federal government, Contractor warrants and certifies that:

Contractor's performance of Services under the Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's performance of Services under the Contract. Contractor is not an "officer", "employee", or "agent" of Participant, as those terms are used in ORS 30.265.

F.11.3 Contractor shall be responsible for all Federal or State taxes applicable to compensation or payments paid to Contractor under the Contract, and unless Contractor is subject to backup withholding, Participant will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or State tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under the Contract, except as a self-employed individual.

F.12 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

F.12.1 Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly

agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. The laws, regulations, and

executive orders applicable to the Contract are incorporated by reference where so required by law. For public contracts as defined in ORS 279.310 (1), Participant's performance is conditioned upon Contractor's compliance with ORS 279.312, 279.314, 279.316, and 279.320, the terms of which are incorporated by reference into such contracts.

F.12.2 In the event of a conflict between the specifications requirements, if any, and applicable federal or State laws, the federal or State laws shall prevail. Provided, however, in the event any conflict is based solely upon minimum standards, such as quality or safety, the higher or more stringent standard shall apply. Contractor shall be responsible for making any modifications required to achieve compliance with the required laws and standards. Contractor shall notify SPO immediately of any such required modifications upon receipt of knowledge or notification of such.

F.12.3 In the event any Good to be provided under the Contract is recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable standards, Contractor shall immediately notify SPO of the recall or non-compliance, and shall provide copies of the notice or other documentation.

F.12.4 If, in the sole discretion of the Participant, a change in the law or recall of a Good frustrates the purpose of the Contract or would result in a change in Contract price, Participant may terminate the Contract without penalty. Contractor's remedy shall be limited to reimbursement for the percentage of the Services completed. In the alternative, if price renegotiation or amendment is available to Participant, Participant may require Contractor to complete necessary modifications through Participant, where applicable, in a timely manner. In such case, where applicable, the parties shall negotiate the price of necessary changes in good faith. Contractor shall be responsible for removing recalled or rejected Goods and for making any required modifications, including shipping, handling, parts, labor, and travel, and all other expenses, at no cost to the Participant.

F.13 FOREIGN CONTRACTOR: If the amount of a Contract with an Oregon Participant exceeds \$10,000 and if Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. The Oregon Participant shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

F.14 SAFETY AND HEALTH REQUIREMENTS: Contractor warrants that Goods and Services provided under the Contract comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration (OSHA), and with all Oregon safety and health requirements, including, but not limited to, those of the State Workers' Compensation Division.

F.15 MATERIAL SAFETY DATA SHEET: Contractor shall provide the

Participant with a Material Safety Data Sheet as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided

under the Contract which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must label, tag or mark such Goods.

F.16 RECYCLED PRODUCTS: Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the Contract. These products shall include recycled paper, recycled PETE products, as defined in ORS 279.545(5), and other recycled plastic resin products. Contractor shall specify the minimum percentage of recycled product incorporated into the Goods provided under the Contract.

F.17 TIME IS OF THE ESSENCE: Contractor agrees that time is of the essence for Contractor's performance obligations under the Contract.

F.18 FORCE MAJEURE: Neither Participant nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract. Participant may terminate the Contract upon written notice after reasonably determining that such delay or default will likely prevent successful performance of the Contract.

F.19 EVENTS OF DEFAULT:

F.19.1 CONTRACTOR. Contractor shall be in default under the Contract if:

F.19.1(a) Contractor commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract;

F.19.1(b) Contractor institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in Contractor's obligations under the Contract; or

F.19.1(c) Contractor attempts to assign rights in, or delegate duties under, the Contract, or sells or otherwise transfers title or an ownership interest in rented Goods.

F.19.2 PARTICIPANT. Participant shall be in default under the Contract if it commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract.

F.20 TERMINATION:

F.20.1 MUTUAL CONSENT. The Contract may be terminated at any time by mutual written consent of the parties.

F.20.2 PARTICIPANT. Participants may terminate the Contract:

F.20.2(a) FOR CONVENIENCE. Participants may, without penalty and at their sole discretion, terminate the Contract at any time, in whole or in part, for convenience.

F.20.2(b) LACK OF FUNDING/LEGAL PROHIBITION. Participant is excused from performance, and may without penalty terminate the Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as Participant may establish in such notice, upon the occurrence of any of the following events: (i) Participant fails to receive funding, or appropriations, limitations or other expenditure authority at levels

sufficient to pay for the Goods to be purchased and/or the services to be provided under the Contract; or (ii) federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the rental Services under the Contract are prohibited, or the Participant is prohibited from paying for such Services from the planned funding source. Pursuant to this section, upon receipt of written notice of termination, Contractor shall stop performance under the Contract as directed by Participant.

F.20.2(c) EVENT OF DEFAULT. Participant is excused from Performance and may terminate the Contract, in whole or in part, immediately upon an event of default by Contractor. In the event a court of competent jurisdiction determines that insufficient evidence of Contractor's default has been established, the termination shall be deemed for the Participant's convenience.

F.20.2(d) RETURN OF DOCUMENTS/DELIVERABLES. Upon termination of the Contract, Contractor shall deliver to Participant all documents, information, works-in-progress, and other property that are or would be deliverables had the Contract been completed. Contractor shall also deliver to Participant all property in Contractor's possession or subject to its control required to complete the Contract.

F.20.3 CONTRACTOR. Contractor may terminate the Contract, in whole or in part, immediately upon an event of default by Participant.

F.21 INDEMNIFICATION:

F.21.1 Contractor shall defend, indemnify, save, and hold harmless the Participant and its officers, employees and agents from and against all claims, including claims by Contractor's employees, suits, actions, losses, damages, liabilities, and costs and expenses of any nature whatsoever resulting from, arising out of, or relating to (i) the activities of Contractor or its officers, employees, subcontractors, or agents, and (ii) the rental Services provided pursuant to the Contract, or for patent, trademark, copyright, or franchise infringement claims arising from the rental Services and use of Goods ordered.

F.21.2 Provided, however, that if the Participant is the State, the State must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State and/or its officers, employees and agents prior to such representation. Further, the State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the State and/or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the State in assuming its own defense and/or that of its officers, employees, and agents under (i) and (ii) above.

F.22 REMEDIES:

F.22.1 PARTICIPANTS. In addition to the remedies afforded elsewhere herein, Participants shall be entitled to recover for any and all actual and incidental damages suffered as the result of Contractor's breach of Contract. Participants shall also be entitled to any equitable remedies to which they may show themselves entitled.

F.22.2 CONTRACTOR. Contractor's sole remedy for Participant's Breach of Contract, in addition to a return of the rented vehicle, shall be a claim for the sum designated for providing the rental Services multiplied by the percentage of rental Services used by Participant, less previous amounts paid by the Participant under the terms of the Contract, if any, and any right to setoff Participant may have.

F.22.3 ATTORNEY'S FEES. With the exception of defense costs and expenses pursuant to F.21, neither party shall be entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to the Contract.

F.23 NOT USED

F.24 ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to Contractor's performance of the Contract (collectively, "Records") for a minimum of three (3) years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Contractor shall maintain all fiscal Records during the Record-retention period in accordance with generally-accepted accounting principles. State and other Participants, as well as its duly authorized representatives, shall have access to Records for purposes of examination and copying.

F.25 AUTHORIZED REPRESENTATIVES/NOTICES: For State, the authorized representative shall be the individual identified as the contact

person in E.9. Contractor's authorized representative shall be the individual specified in the Proposal. All notices required under the Contract shall be in writing and addressed to the appropriate authorized representative. Mailed notices shall be deemed given five (5) days after post-marked, when deposited, properly addressed and prepaid, into the U.S. postal service. Faxed notices shall be deemed given upon electronic confirmation by the transmitting machine of successful transmission to the designated fax number.

F.26 INSURANCE: Contractor shall maintain during the term of the Contract the insurance required under Section E.21.

F.27. GOVERNING LAW: The Price Agreement and Contracts shall be governed by and construed in accordance with the internal laws of the State of Oregon, to the extent not superceded by federal substantive law by stipulation of the parties elsewhere in this Contract or the Price Agreement, or in conflict with federal laws and statutes which may control the subject matter of this Contract and the Price Agreement.

F.28. VENUE; CONSENT TO JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between the State and Contractor that arises from or relates to the Contracts or this Price Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

Any Claims between Contractor and an ORCPP Authorized Purchaser that arise from or relate to the Contract shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such Authorized Purchaser resides, or at Authorized Purchaser's option, within such other county as Authorized Purchaser shall be entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such Authorized Participant resides. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

F.29 SURVIVAL: Termination of the Contract shall not extinguish or prejudice Authorized Purchaser's right to enforce the warranty, indemnification, access to records, governing law, venue, consent to

jurisdiction, and remedies provisions.

F.30 SEVERABILITY: If any provision of the Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be illegal or otherwise invalid.

F.31 ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, sell, transfer, or subcontract rights or delegate responsibilities under this Price Agreement or the resulting Contracts, in whole or in part, without the prior written approval of SPO. Further, no such written approval shall relieve Contractor of any obligations under the Contracts, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of the Price Agreement and Contracts shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and permitted assigns.

F.32 MERGER CLAUSE; AMENDMENT; WAIVER: The Contract constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified therein regarding the Contract. No waiver, consent, or amendment shall bind either party unless in writing and signed by both parties, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of SPO to enforce any provision of the Contract shall not constitute a waiver by SPO of that or any other provision.

SECTION G SPECIAL TERMS AND CONDITIONS

G.1 LICENSING REQUIREMENTS: Contractor shall secure, maintain and pay for all licenses required to provide the services referenced herein, if any, whether they be Federal, State, or local.

G.2 STATE AGENCY RENTALS FROM PRICE AGREEMENT: Participants shall order directly from Contractor by using Contractor's rental agreement form. Contractor shall invoice as instructed in Section G.14.

G.2 ESTIMATED NO. OF VEHICLES TO BE RENTED: The number of vehicles that will be rented is unknown. The State makes no guarantee as to amount or type of vehicles to be rented under this Price Agreement.

G.3 TRAVEL: Travel and other expenses of the Contractor shall not be reimbursed by Authorized Purchasers.

G.4. CONTRACTOR RESPONSIBILITIES

G.4.1 RENTAL CONDITIONS: This is a rental only Contract, and nothing herein contained shall be construed as transferring to State or other Participants any right, title, or interest in or to any vehicle rented hereunder. State or Participant is not granted hereby and shall not have any right or option hereunder to purchase any vehicle rented hereunder either during the term of this rental as to such vehicle or upon expiration thereof.

G.4.2 CONTRACTOR LOCATIONS: Contractor location pickup shall be construed as meaning the rental of vehicles by the Participant under Contract terms from a business location associated with Contractor. Contractor locations will rent vehicles to Participants subject to the terms and conditions set forth in this Contract and the Price Agreement.

Contractor must furnish a list showing the name, address and telephone number of Contractor location pickup outlets for locations from which rental vehicles may be picked up.

Contractor shall notify the Participant, in writing, within 5 calendar days of receipt of Purchase Order if delivery cannot be completed as required. Upon receipt of such notice from Contractor, the Participant reserves the right to cancel the order and procure a rental from another source.

G.5.3 VEHICLE CONDITION REPORT: Contractors are to provide copies of their vehicle condition report form with their bid. The State reserves the right to accept, modify or reproduce the report. The condition report is required to be filled out at time of delivery and at time of return. The "Vehicle Condition Report" provided at time of delivery of the vehicle shall state tire tread conditions and depth and contain a "Disclosure Statement" stating previous body repair, (if any), in excess of \$ 1,000.00. The Contractor will be responsible for providing these reports.

G.5.4 The Contractor will charge to the Participant the applicable daily rates if the vehicle is kept longer than originally scheduled. Contractor will credit back at the applicable daily rate if the Participant returns the vehicle in a shorter time frame than originally scheduled.

G.5.5 MAINTENANCE AND OPERATING EXPENSES: The only operating expense the State or other Participants shall be responsible for is gasoline. All other maintenance and operating expenses (including insurance) shall be the responsibility of the Contractor. Operating maintenance will be conducted in accordance with manufacturer's requirements, industry standards, and all applicable laws.

G.5.6 VEHICLE DOWNTIME: If a vehicle becomes substantially impaired or unsafe to operate due to a mechanical breakdown, in Participant's judgment, while in possession of Participant, Contractor shall immediately replace the vehicle upon notification by Participant, at no extra charge. Contractor shall deliver the replacement vehicle to a location determined by Participant. Contractor shall be responsible for all repairs and towing of vehicle. If the vehicle

becomes substantially impaired or unsafe to operate due to an accident or physical damage while in the possession of Participant, Contractor shall deliver a replacement vehicle to a location determined by Participant at no extra charge. Participant shall be responsible for towing and safe delivery of vehicle to Contractor's nearest location or designated repair facility, within a reasonable distance.

G.6 ASSIGNMENT: The Participant will not assign this rental or permit anyone other than a properly authorized and licensed person to operate any vehicle rented under this Contract.

G.7 ACCIDENTS: Participant will promptly notify the Contractor of all accidents involving any of the Contractor's vehicles in Participant's possession, and of 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 Participant. Participant shall promptly advise Contractor of all correspondence, papers, notices and documents delivered to Participant in connection with any claim or demand involving or relating to any vehicle or its operation, and, together with its employees, aid in the investigation and defense of all such claims and demands and in the recovery of damages from liable third persons.

The State of Oregon requires that the Contractor make every effort possible to report any cases/accidents involving specific injury criteria to the buyer, Tim Hay, within thirty (30) days of claim filed. (Criteria to be identified separately).

G.8 HOT LINE: The Contractor shall provide a 24 hour, 7 days a week, HOT LINE that can be called in case of vehicle breakdown. This HOT LINE number shall have the capability to immediately dispatch a service vehicle and/or a replacement vehicle to put the reporting person back in service.

G.9 VEHICLE RETURN: On termination of the rental of each vehicle the Participant shall return the same vehicle to Contractor's address or to an alternate site designated by the Contractor if agreeable with the Participant. A completed copy of the agreement form showing total charges to be billed shall be provided the Traveler upon return of the vehicle. Upon request by the States or its Traveler, the Contractor shall fax a legible copy of the agreement showing all of the charges incurred to the Traveler the next business day for after hours vehicle return..

G.10 FULL FUEL TANKS: When possible, Traveler shall return the vehicles to the Contractor with a full tank of fuel.

G.11 RENTAL AGREEMENT FORMS: Contractor may use a "Rental Agreement" form to assist it in maintaining the inventory of its vehicles. Contractor may requests that a Participant execute the Rental Agreement for the sole purpose of assisting Contractor in maintaining the inventory of its vehicles. Contractor and SPO acknowledge and agree that no term or condition of the Rental

Agreement located anywhere or incorporated by reference into the Rental Agreement including, but not limited to, the section entitled "Indemnification", shall not be binding on the parties and shall not have any force or effect and shall be null and void with regard to vehicles delivered pursuant to the terms of this Contract. Contractor and SPO further acknowledge and agree that no part of the Rental Agreement shall become part of this Contract.

G.11.1 Contractor agrees that Contractor's rental application, which may be used by Authorized Purchasers to rent vehicles, is being used solely for the purpose of assisting bidder in maintaining the inventory of its vehicles.

Any signing of such documents by a Traveler for the Participant shall not be effective to incorporate into the Contract any terms and conditions from Contractor's standard contract documents.

G.11.2 The rental agreement shall consist solely of this price agreement document, awarded and signed by both the Proposer and the State and any resultant purchase order or rental application issued by the State or Authorized Purchaser to the Proposer. Contractor agrees that no term or condition of Contractor's rental agreement located anywhere or incorporated by reference into the rental application shall apply to or be binding on the parties, or shall vary the terms of the Price Agreement or Contracts issued thereunder. Terms and conditions appearing on Contractor's rental application or any other bidder documents shall not have any force or effect and shall be null and void with regard to vehicles delivered pursuant to the terms of the Price Agreement and Contracts issued thereunder.

G.12 SHORT NOTICE RESERVATIONS: Contractor shall not charge additional fees for short notice reservations.

G.13 VEHICLE SUBSTITUTIONS: If a requested vehicle is not available, the Contractor shall supply an approved equivalent or upgraded vehicle at the same rate as the requested vehicle.

G.14: INVOICE REQUIREMENTS: For Participants who are direct billed, Contractor shall invoice Participant for vehicles rented by Participant the month following the return date of the vehicle. Invoices for Participants shall be mailed directly to those Participants. Invoices shall contain, at a minimum, the following transaction information:

- License Plate #
- Delivery Date and Time
- Odometer at time of Delivery
- Return Date and Time
- Odometer at time of Return
- Reservation Number

G.15 RETENTION OF RECORDS: The Contractor shall maintain, for at least three years after completion of this Contract, all relevant records pertaining to this Contract. This shall include, but not be limited to, all records pertaining to actual Contract performance from the date of Contract award. It shall also include information necessary to document the level of utilization of Minority & Women

Owned Business Enterprise's (MWBE) and other businesses as subcontractors and suppliers in this Contract as well as any efforts the Contractor makes to increase the participation of MWBE's. The Contractor shall also maintain, for at least three years after completion of this Contract, a record of all quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in this contract. The States shall have the right to inspect and copy such records. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations, or statutes included or referenced in the contract documents.

G.16 DISPUTE RESOLUTION: Enterprise Rent-A-Car empowers its branch employees to immediately address and resolve customer questions or concerns if they should arise. Our customer service and growth philosophy is based on earning customers for life. Simply, we will do whatever it takes to completely satisfy our customers. Should a customer be unable to address the concerns at rental branch, Enterprise Rent-A-Car provides for a "one call" service. The Contract will have an assigned Account Manager. Account Manager can be reached directly by phone or email, and will personally respond to questions or disputes within 24 hours. Once the issues are identified, the Account Manager will conduct all necessary research and information gathering, and contact Customer within 48 hours to provide resolution.