



**The State of Connecticut, Department of Administrative
Services (DAS), Procurement Services**

In conjunction with



Request for Proposals

State of Connecticut Solicitation Number: 14PSX0149

**WSCA-NASPO Master Agreement for Box Truck
Rental Services**

Amended December 30, 2014

December 8, 2014
REQUEST FOR PROPOSAL
Box Truck Rental
Solicitation # 14PSX0149

Section 1: WSCA-NASPO Solicitation - General Information

1.1 Purpose

The State of Connecticut, Department of Administrative Services (DAS), Procurement Services (Lead State) is requesting proposals for box truck rental services in furtherance of the WSCA-NASPO Cooperative Purchasing Program (WSCA-NASPO). The purpose of this Request for Proposals (RFP) is to establish Master Agreements (“Master Agreements”) with qualified Offerors to provide rental of box trucks as listed in this RFP for all Participating States. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than are obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions (each a “Participating Entity”). The initial term of the Master Agreement shall be two (2) years with renewal provisions as outlined in Section 3 of the WSCA-NASPO Master Terms and conditions (Attachment A)

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, or a single contractor. If there is a natural break in the scoring, the Lead State reserves the right to increase or decrease the amount of Master Agreement awards dependent upon the number of proposals submitted, and what is in the best interest of the Lead State, WSCA-NASPO and other Participating States.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This will be a new Master Agreement for the Lead State and WSCA-NASPO.

Offerors must be an established national truck rental company with branch locations (locations owned and franchised locations) for truck pickup and return nationwide.

1.2 Lead State, Solicitation Number and Lead State Contract Administrator

The State of Connecticut, Department of Administrative Services (DAS), Procurement Services is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is solicitation # 14PSX0149. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrators identified below are the points of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrators all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, change, clarification, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master

Agreement. The Lead State Contract Administrators designated by the State of Connecticut are:

Lynn Peccerillo-Hills, Contract Specialist State of Connecticut, Department of Administrative Services 165 Capitol Avenue Hartford, CT 06106 Email: Lynn.Peccerillo@ct.gov Phone: (860) 713-5255	Peter Hunter, Contract Specialist State of Connecticut, Department of Administrative Services 165 Capitol Avenue Hartford, CT 06106 Peter.Hunter@ct.gov Phone: 860-713-5257
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1.3 Schedule of Events

Solicitation Release: December 8, 2014

Optional Pre-Proposal Conference: December 17, 2014 at 11:00 a.m.

Question/Answer Deadline: by noon on December 24, 2014

Closing Date and Time: January 21, 2015 by 2:00 p.m.

Anticipated Award Date: TBD

All times are Eastern Standard times unless indicated otherwise.

1.4 Definitions

The following definitions apply to this solicitation. The WSCA-NASPO Master Agreement terms and conditions (Attachment A) and the Lead State terms and conditions (Attachment G) also contain definitions of terms used in this solicitation.

Lead State means the State of Connecticut conducting this cooperative procurement, evaluation, and award.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

1.5 WSCA-NASPO Background Information

WSCA-NASPO is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the 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. For more information consult the following websites www.wsca-naspo.org and www.naspo.org.

1.6 Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: States of Montana, Nevada, Utah, and Vermont. WSCA-NASPO permits other entities to become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each state's Participating Addendum (including the Lead State) are included in (Attachments G-Y), or may be incorporated into the Participating Addendum after award.

1.7 Anticipated Usage

This is a new Master Agreement for the Lead State and WSCA-NASPO. Therefore, annual usage data is not available. No minimum or maximum level of sales volume is guaranteed or implied in awarded agreements made under this RFP.

Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1 RFP Question and Answer Process

During the period from your organization's receipt of this Request for Proposal, and until a contract is awarded, your organization shall not contact any employee of the Lead State concerning this procurement except in writing directed to Contract Specialists, Peter Hunter and Lynn Peccerillo-Hills via email: Peter.Hunter@ct.gov and Lynn.Peccerillo@ct.gov

All questions, including those about Terms and Conditions, must be received no later than the date and time specified in Section 1.3 "Schedule of Events". Written questions must be submitted, using "Offeror Questions" (Attachment D) and sent via email to the Lead State Contract Administrator. Official answers to all written questions will be posted on the Department of Administrative Services (DAS), State Contracting Portal as an addendum to the RFP. The Lead State reserves the right to not answer questions received after the Question/Answer deadline.

The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, so Offeror's are cautioned about including context in questions that may reveal the source of questions.

2.2 Department of Administrative Services (DAS) Procurement Bidder Notification Registration

The Lead State recommends that Offerors subscribe to the DAS Procurement Bidder Notification Registration. Subscribing will allow DAS to send a daily e-mail to you announcing procurement solicitations and all addenda that have been posted on the State Contracting Portal website. Please note that this service is provided as a courtesy to assist in monitoring the solicitations. Since e-mail can be unreliable, DAS does not guarantee that subscribers will receive all e-mails.

The following is a link to the Bidder Notification Registration System:

<http://das.ct.gov/cr1.aspx?page=161>

2.3 RFP Addenda

Formal changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Lead State. All addenda will be posted online through the DAS State Contracting Portal website.

The Lead State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the DAS State Contracting Portal to obtain RFP addenda or other information relating to the RFP. The website address is: <http://das.ct.gov/cr1.aspx?page=12>

2.4 Optional Pre-Proposal Conference.

An optional pre-proposal conference will be held on Wednesday, December 17, 2014, at 11:00 a.m. (Eastern Standard Time) at DAS, Procurement Services located in Room 532, 165 Capitol Avenue, Hartford, CT 06106. Due to limited space, please limit attendance to 1 individual from your company. Attendance at the conference is optional. Answers to questions asked during the pre-proposal conference will be provided via an addendum posted online through the DAS State Contracting Portal website.

2.5 Proposal Due Date

Proposals must be submitted online through the DAS Business Network (“BizNet”) by the posted due date and time as described in the Schedule of Events in Section 1.3 of this RFP. Any proposals hand delivered or delivered to the mailing address listed on this RFP will be rejected. Proposals received after the deadline will be late and ineligible for consideration.

The following is a link to instructions for submitting proposals: <http://das.ct.gov/cr1.aspx?page=389>

2.6 Cancellation of Procurement

This RFP may be canceled at any time up until the time of award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

2.7 Governing Laws and Regulations

This procurement is conducted by the Lead State, DAS, Procurement Services, in accordance with the Lead State Procurement Code available at <http://das.ct.gov/cr1.aspx?page=15>.

This procurement shall be governed by the laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Connecticut. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of the WSCA-NASPO Master Agreement Terms and Conditions in (Attachment A) and Section 3 of the Lead State Additional Terms and Conditions in (Attachment G).

2.8 Firm Offers

Responses to this RFP, including proposed costs, will be considered firm for (180) days after the proposal due date.

2.9 Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror’s restriction and evaluate whether the award on such basis will result in the best value to the Lead State and WSCA-NASPO. The Lead State may otherwise determine at their sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

2.10 Proposal Content and Format Requirements

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point by point response, structured in form and reference to the RFP, addressing all requirements and the scope of work elements.

2.11 Electronic Proposal Submission Instructions

2.11.1 Introduction To BizNet

The DAS, Procurement Services requires Offerors to create a Business Network (BizNet) Account and add their company profiles to the State of Connecticut BizNet system. Companies are responsible for maintaining and updating company information in their BizNet Accounts as updates occur. Companies that have been certified through the Supplier Diversity or the Pre-Qualification Program have already created a BizNet account.

The BizNet login is: <https://www.biznet.ct.gov/AccountMaint/Login.aspx>

New Companies: Create an account by clicking the BizNet login link above and then the button on the right labeled "Create New Account". Login and select CT Procurement and Company Information. Please be sure to complete information in all tabs (Company Information, Accounts, Address, etc...).

Existing Companies Needing to Update Their Information: Login to BizNet and select CT Procurement and Company Information.

Anyone having difficulty connecting to their account or downloading or uploading forms should call DAS/Procurement Services at 860-713-5095.

2.11.2 Business Friendly Legislation

As a result of Public Act 11-229, DAS/Procurement Services' goal is to make doing business with the State of Connecticut more business friendly. To eliminate redundancy, forms that were repetitively filled out with each request for proposal are being automated in BizNet.

DAS/Procurement Services began the transition to on-line bidding by automating the submission of Affidavits and Non-Discrimination forms on October 1, 2011. Companies must submit forms electronically to their BizNet account if they haven't already done so. These forms must be updated on an annual basis, no later than 30 days after the effective date of any material change. Rather than completing them with each proposal submittal, companies that have already filed these forms have the ability to view, verify and update their information prior to submitting a proposal response.

Instructions for Uploading Affidavits and Non-Discrimination Forms:

Click on the following link for instructions on how to upload Affidavits and Non-Discrimination forms:

<http://das.ct.gov/images/1090/Upload%20Instructions.pdf>

(a) AFFIDAVITS

THE FOLLOWING FORMS MUST BE SIGNED, DATED, NOTARIZED, UPLOADED OR UPDATED ON BIZNET. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

- (1) OPM Ethics Form 1 – Gift & Campaign Contribution Certification
- (2) OPM Ethics Form 5 – Consulting Agreement Affidavit
- (3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
- (4) OPM Ethics Form 7 – Iran Certification

For information regarding these forms, please access the Office of Policy & Management's website by clicking on the following link: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

(b) NON-DISCRIMINATION –

CHOOSE ONE (1) FORM THAT APPLIES TO YOUR BUSINESS. COMPLETE AND UPLOAD OR UPDATE ON BIZNET ANNUALLY. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

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|-----|--|------------------------------|
| (1) | Form A – Representation by Individual | (Regardless of Value) |
| (2) | Form B – Representation by Entity | (Valued at \$50,000 or less) |
| (3) | Form C – Affidavit by Entity (RECOMMENDED) | (Valued at \$50,000 or more) |
| (4) | Form D – New Resolution by Entity | |
| (5) | Form E – Prior Resolution by Entity | |

For information regarding these forms and on which form your company should complete, please access the Office of Policy & Management’s website by clicking following link:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

2.11.3 Insurance Accord Certificates

Contractors are responsible for maintaining their BizNet accounts with new and/or updated insurance information.

The following documentation will need to be uploaded to each company’s BizNet account and evidencing that the State is an additional insured:

- (a) Certificate of Insurance (Accord Form)
- (b) The insurance policy declaration page
- (c) The additional insured endorsement to the policy

Training documentation relating to the completion of the above-reference forms is available through the DAS Website under “DAS Business Friendly Initiatives” at the following website:

<http://das.ct.gov/cr1.aspx?page=371>

2.11.4 Online Proposal Response

Offerors shall submit their proposal electronically to their BizNet Account. Proposals shall be submitted online by the posted due date and time as described in the Schedule of Events in Section 1.3 of this RFP. Late submissions will not be accepted. Proposals are not publicly opened and are not available for viewing until after the Contract has been awarded.

The following is a link to a Guide to Electronic Proposal submission:

<http://das.ct.gov/cr1.aspx?page=389>

Anyone having difficulty connecting to their account or downloading or uploading forms should call DAS/Procurement Services at 860-713-5095.

2.12. Required Format

All Proposals must be submitted electronically through BizNet in the following format. Detailed information on submitting each of these sections is contained later sections of this RFP.

2.12.1 RFP Form.

The common forms listed below have been automated in the BizNet system. In addition, specific forms are now fillable, as noted below. To complete forms; download them from your BizNet account, complete your submittal response, and upload these documents (as well as any other required submittal documents) through BizNet prior to date and time upon which the Proposal is due pursuant to the RFP. Late submissions will not be accepted. Proposals are not publicly opened and are not available for viewing until after the Contract has been awarded.

- Signature Page (RFP-26) – Web Based Form
- Employment Information Form (DAS-45) – Web Based Form

- Statement of Qualifications (DAS-14) – Fillable Form
- RFP Addendum (RFP-18) – if applicable

Additional forms such as those listed below must be reviewed carefully and accepted by the Offeror prior to proposal submittal:

- Standard Terms and Conditions (RFP-19)
- Contractor Authorization Guide (DAS-28)

This form must be signed by the person identified in the Corporate Resolution or By-Laws, as the party legally authorized to bind the company. A link to the guide and sample forms is provided below: <http://das.ct.gov/Purchase/Info/DAS%2028.pdf>

- Request for Proposal Document
- Lead State’s Terms and Conditions Attachment G
- SEEC Form 11
- ***Offerors are cautioned that there may be additional documents, attachments or requirements depending on the complexity of the RFP. Please read ALL RFP documents carefully and provide all required information. Failure to do so may result in rejection of your proposal.***

2.12.2 Executive Summary

The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The reader should be able to determine the essence of the Proposal by reading the executive summary.

2.12.3 Technical Response

This section should constitute the Technical response of the proposal and must contain at least the following information:

- A complete narrative of the Offeror's assessment of the work to be performed, the Offeror’s ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
- A specific point-by-point response, in the order listed, to each requirement in the RFP and scope of work.

2.12.4 Confidential, Protected or Proprietary Information

All confidential, protected or proprietary Information must be included in this section of proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing reader to the specific area of this protected Information section.

2.12.5 Price Schedule

Cost will be evaluated independently from the technical proposal. Please enumerate all costs in Price Schedule (Attachment C).

The Price Schedule (Attachment C) must be submitted as a separate document through BizNet. Inclusion of any cost or pricing data within the technical proposal may result in your Proposal being judged as non-responsive.

2.13. Ownership or Disposition of Proposals and other Materials submitted

Once received, all proposals are the sole property of the Lead State and will not be returned.

2.14. Confidential, Protected or Proprietary Information

The Lead State will afford due regard to the Offeror's request for the protection of proprietary or confidential information which the Lead State receives. However, all materials associated with the Proposal and the Master Agreement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Offeror may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Offeror believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Offeror that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, any records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Offeror indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the Lead State will endeavor to keep said information confidential to the extent permitted by law. The Lead State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Offeror shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Lead State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

2.15. Offeror Exceptions to Terms and Conditions

The Lead State discourages exceptions to contract terms and conditions in the RFP, attached Participating Entity terms and conditions (if any), and the WSCA-NASPO Master Agreement Terms and Conditions. Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or unacceptable exception which would require a substantial proposal rewrite to correct.

Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP through their written inquiries about the RFP using the process in Section 2.1.

Moreover, Offerors are cautioned that award may be made on receipt of initial proposals without clarification or an opportunity for discussion, and the nature of exceptions would be evaluated. Further, the nature of exceptions will be considered in the competitive range determination if one is conducted. Exceptions will be evaluated to determine the extent to which the alternative language or approach poses unreasonable, additional risk to the state, is judged to inhibit achieving the objectives of the RFP, or whose ambiguity makes evaluation difficult and a fair resolution (available to all Offerors) impractical given the timeframe for the RFP.

2.16. Certification of Non-Debarment

The Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the Lead State.

Section 3: Evaluation and Award

3.1 Right to Waive Minor Irregularities

The Lead State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the Lead State do not require a comprehensive proposal rewrite. The Lead State also reserves the right in its sole discretion to waive certain mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not materially affect the procurement.

3.2 Discussions with Offerors – Oral Presentations.

In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The Lead State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

3.3 Award of Master Agreement(s)

Award shall be made to the Offeror(s) whose proposal is the most advantageous to the State of Connecticut and WSCA-NASPO, taking into consideration price and the other evaluation factors set forth in this RFP.

3.4 Evaluation Process

3.4.1 Phase 1: RFP Requirements

In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

<i>Meets mandatory minimum requirements referenced in Section 4.3</i>	<i>Pass/Fail</i>
<i>Ability to meet scope of work</i>	<i>Pass/Fail</i>

3.4.2 Phase 2: Technical Proposal Evaluation

Acceptable and potentially acceptable proposals will be evaluated against the proposal evaluation criteria in Technical Requirements Section 4.7 outlined in this RFP.

Evaluation Criteria	Possible Points
Section 4.7.1 (a)	20 <i>(proposals with the most locations under corporate governance will receive 20 points; proposals with fewer locations will receive a percentage of the points.)</i>
Section 4.7.1 (b)	50 <i>(proposals with the most city and neighborhood locations, a percentage of</i>

	<i>points will be given to proposals with fewer locations.)</i>
Section 4.7.1 (c)	25
Section 4.7.1 (d)	15
Section 4.7.1 (e)	25 <i>(5 points per convenience option are available with a maximum of 25 points.)</i>
Section 4.7.1 (f)	15
Section 4.7.1 (g)	25
Section 4.7.1 (h)	30
Section 4.7.1 (i)	20
Section 4.7.1 (j)	85 105 (Box Trucks with lift gates: 10 per classification) (Other Classifications: 5 per classification)
Total Possible Points	<u>310330</u>

3.4.3 Phase 3: Price Schedule Evaluation:

Evaluation Criteria	Possible Points
Mandatory Truck Classification	380 950 (9575 per rental duration rate category <u>and mileage rate category</u>)
Desirable Truck Classification	340 525 (Box Trucks with lift gates: 10 per rental duration rate <u>and mileage rate category</u>) (Other Classifications: 5 per rental duration category <u>and mileage rate category</u>)
Per Mileage Rate	60
Total Possible Points	<u>1475</u>

Price Schedules will be evaluated independent of the technical evaluation. **Do not embed Price Schedule in the technical proposal response.**

Offerors are required to submit rates for all truck classifications listed in the “Mandatory” truck classification section in the Price Schedule. If an Offeror does not submit rates for the “Mandatory” truck classification, the proposal will not be considered.

Offerors must enter a rate for each truck classification and rental duration category (hourly, daily, weekly, monthly).

In addition, Offerors may submit rates for any of the “Desirable” and/or convenience options offered.

The Offeror with the lowest rate for each rental duration category, an average of the rates for each

truck classification, will receive the maximum amount of points available for that category. All other Offerors will receive points as determined by the ratio* of their costs to the lowest cost for each rental duration category. Final cost scores will be calculated based on the following:

*Ratio Calculation: Points assigned to each Offeror's Price Schedule will be based on the lowest proposal cost for each rental duration category. The formula to compute the points is: $\text{Cost Points} \times (\text{Proposed Cost} / \text{Lowest Proposed Cost})$.

3.5 Notice of Intent to Award

After a final selection(s) are made, the Lead State will issue an intent- to-award announcement on its electronic procurement system. Proposal files are public records and available for review at Lead State by appointment.

3.6 Post Award Formalization of the Master Agreement

The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating State, with materiality defined in terms of the effect on the evaluation and award. In any event, the Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

If no Master Agreement is reached with the apparent awardee(s), the Lead State may negotiate with other Offerors or make no award under this RFP.

Section 4: Administrative and Technical Response Requirements

4.1 Silence of Specifications

The apparent silence of the RFP specifications as to any detail, or the apparent omission of a detailed description concerning any point, will be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

However, if any omitted specification results in ambiguity as to material characteristics of the Proposal item, and clarification is necessary to enable a reasonable Proposer in the particular industry to properly identify such characteristics, Offeror shall seek a formal request for clarification as set forth in Section 2.1. Failure to make such a request is at Offeror's risk, and the Offeror awarded the Master Agreement shall be required to provide Services meeting the Participant's needs with regard to any omitted specification for which clarification was not sought.

4.2 Adherence to the Specifications

Deviations in the Proposal from any of the RFP specifications requirements may result in Proposal rejection. Deviations discovered after Master Agreement formation will be corrected at no cost to the Lead State or Participant.

4.3 Mandatory Minimum Requirements

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration.

4.3.1 Offeror shall be an established national truck rental company with branch locations (locations owned and franchised locations) for truck pickup and return nationwide. In (Attachment D) Offerors shall submit a list of each of their locations that will participate in the Master Agreement.

4.3.2 Offeror shall have all required licenses, bonding, facilities, equipment, trucks, and trained personnel necessary to perform the requirements specified in this RFP.

4.3.3 Offeror shall have a minimum of five (5) years of successful commercial experience providing truck rental services comparable to those required under the Master Agreement.

4.3.4 Offeror shall have a minimum of \$100 million of gross sales on a yearly basis for five years.

4.3.5 Personnel at all Offerors locations shall be knowledgeable with the terms and conditions of the Master Agreement. Offerors must have service available to accommodate 95% of estimated total aggregate volume for the Participating States identified in this RFP. See Section 1.6.

4.3.6 All Offerors franchises must operate under one corporate name. Offeror will assure 100 percent contract adherence at all locations. Offeror shall have the capacity to bind all Offeror's owned and franchised locations to the terms and conditions of the RFP and the Master Agreement. If Offeror is franchised, what central controls are in place to ensure 100% adherence to contract terms.

4.3.7 Offeror agrees to all of the requirements shown in scope of work (Attachment B).

4.3.8 Offeror shall have nationwide direct billing capabilities. Participants will choose whether to establish direct billing at the time of creating the Participating Addendum between the Participating Entity and the Contractor.

4.3.9 Offeror shall have on-line booking capabilities.

4.3.10 Offeror shall accept all major credit cards for purchases via phone, internet or email or direct billing.

4.3.11 Offerors shall rent trucks to Drivers/Renters (herein defined as an employee of a Participating Entity) 21 years or older without additional fees or surcharges.

4.3.12 Offerors shall provide liability insurance and collision damage waiver at no additional cost within the United States. Offeror shall not charge any loss of use fees to the Lead State, or Participant or Driver/Renter. This insurance shall also cover any optional items added at the time of rental.

4.3.13 Offerors shall be able to generate monthly reports to view sales and rental history. Offerer shall describe any reporting functions available. These reports must be in Microsoft Excel format and include the date and location of rental, the Participant and Driver/Renter and base and total cost of rental.

4.3.14 Offerors shall have a 24 hour customer service number accessible by a toll free telephone number.

4.3.15 Mandatory Truck Classifications

Offerors shall have the following truck classifications available for rent. The trucks must be the same or an approved equivalent of the trucks, as shown below.

Mandatory Box Truck Classifications
Small: 10 -15 ft long, minimum 3,000 lb Payload
Medium: 16 – 20 ft long, minimum 3,500 lb payload
Large: 21 – 26 ft long, minimum 9,000 lb payload

4.4 WSCA-NASPO Master Agreement Statement of Compliance

WSCA-NASPO Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the WSCA-NASPO standard terms and conditions in (Attachment A) and Lead State specific terms and conditions (Attachment G) required to execute a Master Agreement, the scope of work (Attachment B) and selected portions of the Offerors

Proposal.

This section highlights particular terms and conditions of WSCA-NASPO Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in (Attachment A). Offerors must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (Attachment A).

4.4.1 Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 17 of the WSCA-NASPO Master Agreement Terms and Conditions and Lead State's Terms and Conditions (Attachment G). Describe your insurance or plans to obtain insurance satisfying the requirements in Section 17 and the Lead State's Terms and Condition requirements.

4.4.2 WSCA-NASPO Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a WSCA-NASPO administrative fee as specified in Section 26 of the WSCA-NASPO Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 27 of WSCA-NASPO Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports. (This information must be kept current during the contract period) Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

4.4.3 WSCA-NASPO eMarket Center

To be eligible for contract award, the Offeror agrees, by submission of a Proposal, to cooperate with WSCA-NASPO and SciQuest (and any authorized agent or successor entity to SciQuest) with providing unique information and ordering instructions. Refer to Appendix A, Section 36, WSCA-NASPO Master Agreement Terms and Conditions for the prescribed requirements.

4.5 Lead State Terms and Conditions

Refer to (Attachment G) for the Lead State Special Terms and Conditions that apply to this solicitation. Offeror shall indicate in its Proposal that they have read and understand all of the requirements shown Lead State Terms and Conditions.

4.6 Participating State Terms and Conditions

As a courtesy to Offerors, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation. These are **for informational purposes only** and will be negotiated with individual Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

4.7 Technical Requirements

This section contains technical requirements pertaining to the Box Truck Rental Services. Other sections of this RFP contain additional requirements that must be met in order to be considered responsive. Offerors must identify in their response how their company meets (or exceeds) all requirements listed in Section 4 of this RFP.

4.7.1 Desirable Features

Offerors are to describe in their Proposals if they meet any or all of the desirable features outlined below. The evaluation committee will give point considerations to each of the desirable features as described in Section 3.4 of this RFP. Whenever it is mentioned that a percentage of points will be calculated, the evaluation committee will use the formula described in Section 3.4. Offerors are to state the question and then their response in their Proposals.

4.7.1 (a) It is desirable for all Offeror locations to be under Offeror’s corporate governance. Please describe your branch location structure.

4.7.1 (b) It is desired that Offeror have city and neighborhood locations throughout cities in the United States. Offerors shall provide a list of locations and hours of operations.

Offerors shall also indicate which branches are franchise locations. Offerors shall list these locations in Attachment D.

4.7.1 (c) It is desired that Offeror offer emergency roadside assistance. If this is offered, is it nationwide or for selected locations. If not offered nationwide, list the locations in which assistance is offered. What services are covered, is there an additional charge for services, are there different charges for different services? Offerors shall indicate additional costs in the Price Schedule (Attachment C).

4.7.1 (d) It is desired that Offeror have a contract implementation plan to assist in the performance of the Master Agreement if awarded. Offerors shall describe their plan. The plan should include any training programs, webinars, sales literature, State and Participant visitations or public forums.

4.7.1 (e) Offerors are to describe any other convenience options that will be available for use and any associated costs to use those convenience options. Offeror’s shall indicate associated cost for convenience options in Price Schedule (Attachment C). Examples of such options could include global positioning systems (GPS); lift gates; boxes, hand trucks and furniture pads.

4.7.1 (f) In addition to nationwide direct billing, it is desired to have flexibility in billing cycle and payment and billing options. Offerors are to describe any billing options available and what flexibility of payment and billing dates may be available.

4.7.1 (g) It is desired that Offeror offer unlimited mileage for trucks for round trip rentals.

4.7.1 (h) It is desired that Offeror provide one way rentals of up to 500 miles for no additional mileage or drop off fee. In addition it is desired that one way rentals be available nationwide with no mileage restrictions or charges for one way rentals within the 48 contiguous states. Offeror shall describe one way rental availability, any restrictions or additional costs. Offeror shall indicate additional costs for these items in Price Schedule (Attachment C).

4.7.1 (i) It is desired that Offeror offer trucks for an hourly rate. Offerors are to indicate if trucks are available by the hour and the hourly rates in Price Schedule (Attachment C).

4.7.1 (j) Desirable Truck Classifications

It is desired that Offerors have the following classes of trucks available for rent under the Master Agreement. Offerors shall indicate which trucks are available and enter the cost for each in Price Schedule (Attachment C).

Desirable Truck Classifications
<u>Box Trucks with Lift Gates</u>
Small: 10 -15 ft long, minimum 3,000 lb Payload
Medium: 16 – 20 ft long, minimum 3,500 lb payload

Large: 21 – 26 ft long, minimum 9,000 lb payload
Refrigerated Truck Models
Stake bed Truck Models
<u>Heavy Duty Pick Up Trucks (3/4 Ton)</u> Four Wheel Drive Two Wheel Drive Crew Cab Extra Cab
<u>Heavy Duty Pick Up Trucks (1 Ton)</u> Four Wheel Drive Two Wheel Drive Crew Cab Extra Cab Dual Wheel
<u>Cargo Vans (Larger than 2,500 lbs)</u> <u>Standard</u> <u>European Style</u> <u>Extended</u> <u>High Top</u>

4.7.1 (k) Current Service Directory

If available, Offerors may submit a copy of their current customer service directory or guide with their Proposal.

4.7.1 (l) Scope of Work

Offerors shall demonstrate in their Proposal how they meet or exceed the requirements of each section of the scope of work in (Attachment B).

Section 5: Price and Price Schedule

5.1 Price and Price Schedule

Cost proposals will be evaluated independent of the technical evaluation. Offerors shall provide rates as indicated in the Price Schedule (Attachment C). Offerors must complete and upload the Price Schedule in Biznet. **Prices embedded in the technical proposal response will not be considered.**

Offerors shall enter rates as indicated on the Price Schedule. Rates shall be exclusive of local and state sales and federal excise taxes, concession fees, city surcharges or city differential fees applicable in certain cities, and do not include refueling charges, legislative or mandated taxes, bond issues imposed by government bodies or any additional optional charges that Driver/Renter may purchase. Rates shall include the .25% WSCA-NASPO Administration fee. Where the state government entities are 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.

“The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror’s or any subcontractor’s employee’s wages. The Lead State is exempt from paying any applicable Lead State or local sales or use taxes within the State of CT on the products provided or the services rendered. The tax rules regarding federal and local taxes will vary by entity and are expected to be addressed in each State’s Participating Addenda.”

5.2 Price and Rate Guarantee Period

All prices and rates offered shall be guaranteed for the initial term of the Master Agreement. Any request for price or rate adjustment following the initial Master Agreement term, is detailed in Section 6 of the Master Agreement.



Attachment A

WSCA-NASPO Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) WSCA-NASPO Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The scope of work;
- (5) The Solicitation; and
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- (7) Contractor's "Standard Rental Form" document used to conduct the transaction as described in scope of work (Attachment B) Section 6 Contract Formation.

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.

2. Definitions

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

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

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

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 the Lead State, 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. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Product means any equipment, documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, 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 Purchase Order against the Master Agreement and becomes financially committed to the purchase.

WSCA-NASPO is the WSCA-NASPO Cooperative Purchasing Program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of WSCA-NASPO. The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the 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 and the District of Columbia. The WSCA-NASPO Cooperative Development Team 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

3. Term of the Master Agreement

The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for three (3) additional one year periods at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

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.

5. 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 the WSCA-NASPO Cooperative Purchasing Organization LLC.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal

guarantee period, and must be made at least 30 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. 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.

7. 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 and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's 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 immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. 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, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

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.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of WSCA-NASPO'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.

10. 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 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 thirty (30) 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, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 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, including liquidated 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 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) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) 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 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 Purchase Order, 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.

11. [RESERVED]

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, 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.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is 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.

14. Indemnification

a. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property 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 WSCA-NASPO, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

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

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

(d) It would be reasonably expected to use the Product in combination with such 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.

15. 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.

16. Individual Customers

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.

17. Insurance

a. Section 1.9.1 of Attachment B requires supplemental liability insurance. In addition, 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 Best's 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, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

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

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

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 the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, 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, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at 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 Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. [RESERVED]

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a 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 State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating 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.

21. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency 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 supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (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 price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders 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 Order.

h. Orders 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 or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders 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.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The WSCA-NASPO Master Agreement Terms and Conditions are applicable to any Order 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 Orders, governing law and venue relating to Orders 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. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific WSCA-NASPO 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. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

d. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/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. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered 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. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information.

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

25. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders 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. 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, 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 right 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.

26. Administrative Fees

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales (i.e. rentals) of products and services (less any charges for taxes or shipping) under this Master Agreement. The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on rentals 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 Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

27. WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports. The term “sales” shall mean revenues derived from rentals.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract 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 30 day 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) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (5) Purchasing Entity and Contractor Purchase Order identifier/number(s); (6) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. 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 WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and WSCA-NASPO. 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 Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees 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. 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 WSCA-NASPO 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.

e. Contractor shall provide the WSCA-NASPO cooperative development coordinator who provides oversight to this master agreement 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 PA roll out or implementation activities and issues. WSCA-NASPO cooperative

development coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

28 [RESERVED]

29. [RESERVED]

30. [RESERVED]

31. [RESERVED]

32. Waiver of Breach

Failure of 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 by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order 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 Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity 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 to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. 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.

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 (in most cases also the 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; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. WSCA-NASPO eMarket Center

In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractor's website and ordering information.

At a minimum, the Contractor agrees to the following timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with WSCA-NASPO to provide any unique information and ordering instructions that the Contractor would like the customer to have.

Attachment B: Scope of Work

1. Contractor Requirements:

1.1 Contractor shall provide to Participating Entity box truck rental services and related Goods from nationwide locations as specified under the terms and conditions in this Master Agreement. A Participating Entity may purchase any quantity of Services listed in the Price Schedule (Attachment C) at the price listed. Prices are exclusive of charges listed in Section 1.16.1 below.

1.2 Contractor shall rent to any Driver/Renter who possesses a valid driver's license, is at least 21 years of age or older and has a form of payment allowed under this Master Agreement. No additional prequalification is required either via oral or written inquiry and no minimum age surcharge will be added to Master Agreement rates. The Contractor shall allow more than one qualifying Driver to drive a rental truck, including, but not limited to another Participating Entity employee traveling with the Driver/Renter under the same terms and conditions of this Master Agreement.

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

1.4 Rental Conditions

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

1.5 Maintenance and Operating Expenses

The only operating expense Participating Entity and Driver/Renter will be responsible for is fuel. All other maintenance and operating expenses (including insurance) are the responsibility of the Contractor. Contractor shall supply trucks that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable laws.

1.6 Truck Downtime

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

1.7 Assignment

Participating Entity and Driver/Renter will not assign a Contract or permit anyone other than a properly authorized and licensed Driver/Renter to operate any rental truck.

1.8 Accidents

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

1.9 Liability for Rental Truck

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

1.9.1 Liability Insurance for Rental Truck

Contractor shall provide supplemental liability insurance with each truck rental transaction at no additional cost to the Participating Entity. This supplemental liability insurance shall extend third party liability protection to the Participating Entity and Driver/Renter in a combined single limit amount per occurrence of not less than \$1,000,000 per accident for bodily injury, death, or property damage to others arising out of the use or operation of the rental truck.

1.10 Reservations

Contractor shall accept reservations made at least 4824 hours in advance on local rentals and seven (7) calendar days in advance on one way rentals. Reservations may be made by Participating Entity or Driver/Renter. Reservations shall guarantee truck availability including automatic, no-added-cost substitution. Reserved truck will be held for three (3) hours after the Driver/Renter's estimated time of arrival prior to release. Whenever possible, the Participating Entity or Driver/Renter will advise the Contractor a minimum of 8 hours in advance of any change of travel plans necessitating rental truck cancellation or delayed pickup, however, in no situation shall the Lead State, Participating Entity or Driver/Renter be liable for payment of "no shows". Driver/Renters and Participating Entity will cancel reservations in the same manner they were made when possible.

1.10.1 Reservation Systems/Options

Contractor shall maintain an internet reservation system where Driver/Renters can access the rates under this Master Agreement. Contactor shall maintain a toll free 24 hour per day reservation phone number where Contractor's agents have access to the rates under this Master Agreement. Contractor shall also accept reservations at branch locations via walk-in or local telephone number. Contractor personnel at all Contractor locations must have access to the rates and terms and conditions contained in this Master Agreement.

1.11 Short Notice Reservations

Contractor shall not charge additional fees for short notice reservations.

1.12 Truck Demand

Contractor shall meet 95% percent of Participating Entity or Driver/Renters reservations when 4824 hours notice of reservations is given by Participating Entity. If a reserved truck is not available at the time of pickup by the Driver/Renter, Contractor shall substitute a truck of similar or greater quality at no additional cost. Contractor shall note on the invoice that a truck of same or greater quality was substituted at same or lower price.

1.13 Truck Pickup/Return

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

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

1.14 Master Agreement Adherence

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

1.16 Rate Composition

1.16.1 Round Trip Rentals

Contractor shall charge only the rates listed in the Price Schedule (Attachment C) for rental of trucks at each branch location. Rates include all charges for reservations and collision/loss damage waiver insurance.

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

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

1.16.2 One Way Rentals

Contractor will charge the Price Schedule (Attachment C) base rate and other allowable charges for a one-way truck rental as if it were a round trip rental. Contractor shall not charge any drop fee for one way rentals of 500 miles or less. For one way rentals greater than 500 miles Contractor may charge the established drop fee listed on the Price Schedule.

1.17 Investigative Assistance

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

1.18 Branch Locations

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

1.19 Additional Requirements

Comprised from RFP Desirables. To be completed prior to award of contract.

2. Truck Requirements

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

2.2 Required Trucks/Equipment

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

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

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

2.5 On request from and at no additional cost to Driver/Renter or Participating Entity, Contractor shall provide with the rental truck: first aid kits, flares and fire extinguishers.

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

2.7 Truck Models

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

Box Trucks:

Mandatory Truck Classification	Size
Small	10 -15 ft long, minimum 3,000 lb Payload
Medium	16 – 20 ft long, minimum 3,500 lb payload
Large	21 – 26 ft long, minimum 9,000 lb payload

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

Desirable Truck Classifications
<p align="center"><u>Box Trucks with Lift Gates</u></p> <p align="center">Small: 10 -15 ft long, minimum 3,000 lb Payload</p> <p align="center">Medium: 16 – 20 ft long, minimum 3,500 lb payload</p> <p align="center">Large: 21 – 26 ft long, minimum 9,000 lb payload</p>
Refrigerated Truck Models
Stake bed Truck Models
<p align="center"><u>Heavy Duty Pick Up Trucks (3/4 Ton)</u></p> <p align="center">Four Wheel Drive</p> <p align="center">Two Wheel Drive</p> <p align="center">Crew Cab</p>

Extra Cab
<u>Heavy Duty Pick Up Trucks (1 Ton)</u>
Four Wheel Drive
Two Wheel Drive
Crew Cab
Extra Cab
Dual Wheel
<u>Cargo Vans (Larger than 2,500 lbs)</u>
<u>Standard</u>
<u>European Style</u>
<u>Extended</u>
<u>High Top</u>

2.8 Licensing Requirements

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

2.9 Non-Smoking Trucks

All trucks rented under this Master Agreement shall be non-smoking, whereas previous renters did not smoke tobacco products inside the truck.

3 Participant Responsibilities

3.1 Proper Use of Truck

Participating Entity agrees the rental truck will not be used:

- a) by a Driver/Renter who is under the influence of alcohol or any prohibited drugs,
- b) for any illegal purpose,
- c) to push or tow another truck unless the truck is equipped for towing and is specified to do so in the rental agreement,
- d) to carry passengers or property for hire,
- e) in a test, race or contest,
- f) by an unlicensed Driver/Renter,
- g) by a person other than an authorized Driver/Renter outside of the United States except where such use is specifically authorized by the Contract,
- h) off paved, graded or maintained roads, or driveways, except when the Contractor has agreed to this in writing beforehand,
- i) by a Driver/Renter who allows more passengers to occupy the truck than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws,
- j) by a Driver/Renter who is under 21 years of age,
- k) by a Driver/Renter or occupant who is smoking.

3.2 Full Fuel Tanks

Participating Entity shall return a truck to the Contractor with a full tank of fuel. If Participating Entity

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

4. Administrative and Contract Management Reports

4.1 Administrative and Contract Management Reports

Contractor shall provide administrative and contract management reports at the times and in the manner set forth in this Section 4. "Volume Sales Reports", are defined in subsection 4.2.

4.1.1 WSCA-NASPO

Contractor shall provide reports as described in Section 27 of the WSCA-NASPO Master Agreement terms and conditions.

4.1.2 Lead State and Participating Entity

For truck rentals to Lead State and Participating Entity Contractor shall provide to the Contract contact person for a Participating Entity quarterly "Volume Sales Reports", or other reports as agreed to by Contractor and Participating Entity in the applicable Participating Addendum. Contractor shall submit to Participating Entity such additional custom reports as Participating Entity may reasonably request. Participating Entity reserves the right to request Contractor to modify reports or create ad-hoc reports as needed.

4.2 Volume Sales Reports

4.2.1 Reports to WSCA-NASPO

Contractor shall provide reports as described in Section 27 of the WSCA-NASPO Master Agreement terms and conditions.

4.2.3 Reports to Lead State and Participating Entity

For truck rentals to the Lead State or another Participating Entity, Contractor shall provide to the Contract Administrator named in the Participating Addendum quarterly reports of all Services sold under the Master Agreement and Participating Addendum. ("Total Dollar Amount for Quarter") Contractor shall report for each transaction:

- Participant name
- Contractor transaction #
- Location of rental
- Truck size classification
- Date of rental
- Length of rental
- Miles driven on truck
- Unit price and extended total

Contractor shall subtotal the Volume Sales Report by Participating Entity and compute the Total Dollar Amount for Quarter.

4.2.4 Reportable Sales or Not

Contractor shall submit a Volume Sales Report each quarter to the Lead State, WSCA-NASPO and Participating Entity, whether or not there are reportable sales of Services. Participating Entity may specify in its Participating Addendum whether or not it requires a report in a quarter with no reportable sales. The report must contain complete and accurate details of the Services sold for the quarter just ended and (ii) such other information as Participating Entity may informally request. For purposes of the

Volume Sales Report and administrative fees based on the Services sold, Contractor shall report the dollar volume of all Goods and Services for which Contractor charges Participating Entity including optional purchases by Driver/Renter but excluding fuel. Contractor is not obligated to report or pay administrative fees on taxes, assessments, fees, surcharges, or other charges itemized on the invoice which Contractor is required by a third party to collect.

4.4 Accident Reports

Participating Entities may require the Contractor to provide a report documenting accidents involving trucks rented to Participants (“Accident Report”). Each Participating Addendum will outline its “Accident Report” requirements.

4.5 Terms Applicable to All Administrative and Contract Management Reports

4.5.1 Report Format

Contractor shall provide the report as described in Section 27 of the WSCA-NASPO Master Agreement terms and conditions and in Microsoft Excel spreadsheet or other format agreed in advance to by Contractor and the Lead State or Participating Entity.

4.5.2 Report Delivery

Contractor shall provide reports electronically and send hard copies via regular mail. For electronic reports, Contractor shall either email reports to the applicable Contract Administrator, or provide reports on a diskette, CD, or other digital media.

4.5.3 All reports shall identify the Master Agreement number.

4.5.4 Report Receipt and Acceptance

The receipt or acceptance of any of the reports furnished pursuant to this Agreement or any Participating Addendum, or any sums paid hereunder, shall not preclude the Lead State or a Participating Entity from challenging the validity thereof at any time.

4.5.5 Compliance Audits

During the term of this Master Agreement the Lead State and WSCA-NASPO will monitor the Contractor for compliance through the required monthly and quarterly reports. The Lead State and WSCA-NASPO reserve the right to audit Contractor's Master Agreement and Contract files for purposes of determining compliance with the Master Agreement reporting requirements.

4.5.6 Reporting Dates

Contractor shall submit the monthly reports required by this Section 4 by the thirtieth (30th) day of the month following the reporting month. Contractor shall submit the quarterly reports required by this Section 4 by the thirtieth (30th) day of the month following the last month of the applicable reporting period. For the purposes of this Master Agreement, quarter's end March 31, June 30, September 30, and December 31. Lead State and WSCA-NASPO reserve the right to terminate the Master Agreement if Contractor does not submit Administrative and Contract Management reports as scheduled. A Participating Entity may terminate its Participating Addendum if reports are not received as scheduled.

5. Other Terms and Conditions

5.1 Participant Contacts

The Contractor shall develop and maintain a list of Participating Entity contacts and designated billing office contacts. The Participating Entity shall provide its designated Authorized Officer(s) and designated billing office contact(s). The Contractor shall add this information to the list upon receipt from the Participating Entity.

5.2 Training Requirements

Contractor shall provide Driver/Renter complete instruction in the proper and safe use of the truck at no additional cost.

6. Contract Formation

6.1 Contract Formation

A Contract under this Master Agreement is effective when Participating Entity requests one or more trucks, whether that request is made by telephone or by facsimile or through electronic communication (e-mail or on-line booking) and when the Contractor delivers the requested truck(s) to Participating Entity and Participating Entity accepts the truck(s). Each Contract consists of the terms and conditions shown in the Master Agreement (including Exhibits), any applicable Participating Addendum, and the transaction details in the Standard Rental Form. Each such Contract is separate between the parties, enforceable in accordance with the terms thereof and independent of all such other contracts.

6.2 Using Standard Rental Form

In lieu of a State purchase order form, Contractor will use a Standard Rental Form to document transaction details for each truck rental. Operative provisions in the Standard Rental Form are limited to designation of Participating Entity and its Driver/Renter; Services and products purchased under the terms of the Master Agreement (including invoicing details such as license plate number, delivery date and time, odometer at time of delivery and time of return, return date and time, reservation number, and invoicing address). Participating Entity will execute the Standard Rental Form solely to affirm the transaction details and evidence the making of the Contract for a Truck rental. No language in the Standard Rental Form shall vary, amend, modify or add terms or conditions to the Master Agreement or the Contract. Contractor may use the Standard Rental Form to assist in maintaining the inventory of its trucks. Contractor acknowledges and agrees that all pre-printed terms and conditions located in or incorporated by reference into the Standard Rental Form including, but not limited to, any section regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability are not binding on the parties and have no force or effect and are null and void with regard to trucks delivered pursuant to the terms of this Master Agreement. The terms of the Master Agreement take precedence over and supersede all other conflicting terms and conditions, express or implied.

Attachment C: Price Schedule

Offerors shall submit all costs associated with the responsibilities and related services as specified throughout this RFP in the excel format Price Schedule (Attachment C). This excel document is located with the solicitation documents through BizNet and shall be uploaded through Biznet.

Attachment G: Lead State Additional Terms and Conditions

1. Definitions: The following definitions apply to this Participating Addendum

Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.

Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, Department of Administrative Services ("DAS") or State.

Contract: WSCA-NASPO Master Agreement for Box Truck Rental Services Contract 14PSX0149 and this participating addendum.

Contractor: A person or entity who submits a Proposal and who executes a Contract.

Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

Proposal: A submittal in response to a Request for Proposals.

State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

2. **Whistleblowing**

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3. **Forum and Choice of Law**

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4. **Sovereign Immunity**

The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

5. **Summary of State Ethics Laws**

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

6. **Campaign Contribution Restriction**

For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

7. **Executive Orders**

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

8. **Non-discrimination**

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
- (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56;

and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

9. Indemnification

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

10. **Tangible Personal Property**

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

11. **Audit and Inspection of Plants, Places of Business and Records**

- (a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

12. Protection of Confidential Information

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made

available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

13. Financial Audit for State Grants

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

14. CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS
<p>No <i>state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor</i>, with regard to a <i>state contract or state contract solicitation</i> with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).</p>
<p>In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political</p>

committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

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On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil Penalties – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit

organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer

or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Attachment H: Participating States Additional Terms and Conditions – State of Montana

State of Montana Modifications or Additions to Agreement:

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)