

Participating Addendum Number UVA-VSA-5573
for
Passenger Vehicle Rental and Box Truck Rental
between
The Rector and Visitors of the University of Virginia and the Virginia Higher Education
Procurement Cooperative
and
The Hertz Corporation

This Participating Addendum is entered into by The Rector and Visitors of the University of Virginia and the Virginia Higher Education Procurement Cooperative (“Participating Entities”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number PO-10700-00043390, executed by Contractor and the State of Oregon (“Lead State”) for Passenger Vehicle and Box Truck Rental (“Master Agreement”):

The Hertz Corporation (“Contractor”)
8501 Williams Rd
Estero, FL 33928

I. Participating State shall participate in:

- a. **Passenger Vehicle Rental** ☐
- b. **Box Truck Rental Only** ☐
- c. **Both Vehicle and Box Trucks** ☒

II. PARTICIPATING ADDENDUM CONTACTS. Contractor’s contact for this Participating Addendum is:

Hertz Representative:	Nadika Perera, Key Account Manager, Government Sales
Address:	8501 Williams Road, Estero, FL 33928
Phone:	239-301-7635
Email:	nadika.perera@hertz.com
Participating Entity Representatives:	Sara Johnson-Ward (University of Virginia) Ryan Balber (VHEPC) <ul style="list-style-type: none"> ➤ The College of William and Mary -including the Virginia Institute of Marine Science -including Richard Bland College ➤ University of Virginia -including College at Wise ➤ Virginia Polytechnic Institute & State University ➤ Virginia Military Institute ➤ Longwood University ➤ University of Mary Washington ➤ James Madison University

	<ul style="list-style-type: none"> ➤ Radford University ➤ Old Dominion University ➤ Virginia Commonwealth University ➤ Christopher Newport University ➤ George Mason University ➤ Norfolk State University ➤ Virginia State University ➤ The Virginia Community College System <ul style="list-style-type: none"> -VCCS Shared Services Center -VCCS System Office -New River Community College -Southside Virginia Community College -Paul D. Camp Community College -Rappahannock Community College -Danville Community College -Northern Virginia Community College -Piedmont VA Community College -J. Sargeant Reynolds Community College -Patrick Henry Community College -Virginia Western Community College -Mountain Gateway Community College -Wytheville Community College -Brightpoint Community College -Blue Ridge Community College -Central Virginia Community College -Virginia Peninsula Community College -Southwest Virginia Community College -Tidewater Community College -Virginia Highlands Community College -Germanna Community College -Laurel Ridge Community College -Mountain Empire Community College -Eastern Shore Community College
Address:	1001 North Emmet Street, Charlottesville, VA 22904
Phone:	434-243-8282
Email:	pfe7gf@virginia.edu , rb7pq@virginia.edu

III. TERM. This Participating Addendum is effective as of the date of the last signature below or May 21, 2025, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein. Contingent upon the Master Agreement being renewed, this Participating Addendum may be extended for four additional years.

IV.

V. PARTICIPATION AND USAGE. This NASPO ValuePoint Master Agreement Number PO-10700-00043390 and Participating Addendum may be used by all members of the Virginia Higher Education Procurement Cooperative (“VHEPC”), including the University of Virginia (“University”). If Contractor becomes aware that an Entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

VI. GOVERNING LAW. The construction and effect of this Participating Addendum and any Request for Services placed hereunder will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions.

VII. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. Services. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

Any amendment to the Master Agreement must be submitted to the Participating Entity and shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment’s effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor’s participating addenda with other participating entities or Contractor’s Master Agreement with the Lead State.

VIII. REQUEST FOR SERVICES. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number and ValuePoint Master Agreement Number PO-10700-00043390. Each Request for Services placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IX. PARTICIPATING MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT.

These modifications or additions apply only to actions and relationships within the Participating Entity. Participating Entity must check one of the boxes below.

[] No changes to the terms and conditions of the Master Agreement are required.
 [X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

- A. Contractor agrees to provide fee-waived Hertz Gold membership to all Participating Entity accounts.
- B. Contractor will complete an annual transaction tax exemption audit report. The report will identify all Participating Entity transactions where the Participating Entity was charged additional fees and/or taxes that the Participating Entity is exempt from paying. Contractor will reimburse the Participating Entity annually for all fee / tax billing errors that are mutually agreed as such. Annual tax/fee exemption audit will be completed by the Contractor each year upon request. Contractor will not charge the Participating Entity for any cost to complete this annual audit
- C. Contractor will support the Participating Entities' SWaM (Small, Women, and Minority) owned business goals by committing to support the annual SWaMFest Expo (<https://swamfestva.org>) . Contractor will provide a biennial sponsorship at the Leader Level (a current value of \$1,500 per Expo) during the term of the Participating Addendum.
- D. Additionally the Contractor will set up an Annual Promotion Fund based on annual performance for each year of the agreement. The fund can be utilized in conjunction with event or marketing promotions taken place on grounds. Funds will be earned based on the following schedule for each 12-month period:

Calendar year Spend by an Individual VHEPC Member*	Promotion Fund Paid to VHEPC Member
\$0 to \$100,000	\$0
\$100,001 - \$200,000	\$1,000
\$200,001 - \$300,000	\$2,500
\$300,000+	\$3,500

- Calendar year spending may also include revenues from other mutually agreeable customer groups, such as; students, faculty and staff leisure, foundations, etc.
- The promotion fund will be utilized as the VHEPC member determines. Promotion fund payments will be sent by February 15th of each year.

E. Contractor agrees to be PCI DSS Compliant

The Contractor may accept credit card payments from third parties (i.e. students, parents, etc.) for the Goods and Services described in this Agreement. The Contractor acknowledges and agrees that it is responsible for the security of any cardholder data that it processes, transmits or stores, and warrants that Contractor is, and will remain at all times during the term of this Agreement (and any subsequent renewal periods), in compliance with the PCI DSS [Payment Card Industry (PCI) Data Security Standard (DSS), a copy of which is available at: <https://www.pcisecuritystandards.org/index.htm>]. Contractor will take all necessary

steps to ensure such compliance; such as, but not limited to, no cardholder or magnetic stripe information will be stored in a database or internet storage device or space; only truncated card information will be provided on the sales slip provided to the cardholder; all merchant sales slip copies will be physically protected against unauthorized access; any media device storing cardholder information (e.g. wireless terminal) will be physically protected against loss, theft or unauthorized access; and hardcopy cardholder data will be destroyed before physically disposed of. Contractor will maintain appropriate documentation of: (1) their processing level (Level 1 -4) including certification of compliance and certification of compliance for all point-of-sale software or internal processing systems that they may employ; and (2) completed Quarterly Network Scans of all outwardly facing IP addresses (as defined in PCI DSS) for those Contractors required to perform such scans. Contractor further agrees to use only credit card service providers that are PCI DSS compliant for credit card processing. Contractor will indemnify, defend and hold harmless the University and its employees, trustees, officers, and agents, from and against all damages, judgments, losses, and reasonable costs or expenses (including reasonable attorney's fee) ("Damages") arising from lawsuits, actions, claims or demands by the ("Claims") seeking compensation for personal injury or property damages caused by or attributable to any data security compromise occurring as a result of Contractor's negligence or the breach of any of Contractor's obligations herein.

F. eVA Registration / Transaction Fee

The eVA Internet electronic procurement solution is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is a gateway for Firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA and all Firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.

The Hertz Corporation is required to register in the eVA Internet e-procurement solution as a condition of award and remain eVA registered during the term of this Agreement. The Hertz Corporation will be subject to an eVA transaction fee, for which the Hertz Corporation will be invoiced by the Commonwealth of Virginia, Department of General Services. The Hertz Corporation may not recoup the eVA fee by invoicing the University for the fee. Additional information is available at www.eva.virginia.gov

- X. FEDERAL FUNDING REQUIREMENTS.** Request for Services funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Request for Services is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Request for Services any alternative or additional requirements related to the use of federal funds. By accepting the Request for Services, Contractor agrees to comply with the requirements set forth therein.

XI. INFORMATION TECHNOLOGY STANDARDS.

Data and Intellectual Property Protection

Sensitive, non-public “[University Data](#)” is strictly regulated by state or federal law. Such data includes but is not limited to: business, administrative and financial data, intellectual property, and patient, student and personnel data. If the Hertz Corporation will receive, create, or come into non-incidental contact with University Data, the Hertz Corporation agrees to abide by the terms and conditions of the [Data Protection Addendum](#).

XII. NOTICES. Any notice required herein shall be sent to the following:

For Contractor:

Nadika Perera
Key Account Manager
Nadika.perera@hertz.com
239-301-7635

For Participating Entity:

Procurement Services
1001 North Emmet Street
Charlottesville, VA, 22903
ATTN: Sara Johnson-Ward

with a copy to: pfe7gf@virginia.edu

XIII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum’s terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

**FOR THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA AND THE
VIRGINIA HIGHER EDUCATION PROCUREMENT COOPERATIVE
("PARTICIPATING ENTITIES")**

DocuSigned by:

Mark Cartwright

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Signature

Mark Cartwright

Printed Name

Sr Director, Procurement Services

Title

5/6/2025

Date

Tracking
#UVA-VSA-5573

Initial
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FOR THE HERTZ CORPORATION:

DocuSigned by:

Michael DeRosa

8B7F7A47C333419...

Signature

Michael DeRosa

Printed Name

Sr. Director Government Sales

Title

5/2/2025

Date