

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**NATIONWIDE VEHICLE RENTAL SERVICES**  
Led by the State of Oregon

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Master Agreement #: 9409

Contractor: **THE HERTZ CORPORATION**

Participating Entity: **The University of Virginia and the Virginia Higher Education Procurement Cooperative**

The following products or services are included in this contract portfolio:

- Rental of vehicles
- Effective dates: May 21, 2019 through May 20, 2021. Contingent upon the Master Agreement being renewed, this Participating Addendum may be extended for four additional years.

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the Nationwide Vehicle Rental Services led by the State of Oregon for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all members of the Virginia Higher Education Procurement Cooperative (“VHEPC”), including the University of Virginia “University”)
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jeff Greene
Address:	8501 Williams Rd. Estero, FL 33928
Telephone:	540-841-8455
Fax:	
Email:	jgreene@hertz.com

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Participating Entity

Name:	Kevin Crabtree / University of Virginia Ryan Balber / VHEPC - Christopher Newport University - College of William and Mary - George Mason University - James Madison University - Longwood University - Old Dominion University - Radford University - University of Mary Washington - Virginia Commonwealth University - Virginia Community College System - Virginia Military Institute - Virginia Tech
Address:	1001 North Emmet Street / Charlottesville, VA 22904
Telephone:	(434)924-4219
Fax:	
Email:	<a href="mailto:Kc5yc@virginia.edu">Kc5yc@virginia.edu</a> , rb7pq@virginia.edu

**4. PARTICIPATING ENTITY 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.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

- Contractor agrees to provide fee-waived Hertz Gold membership to all University accounts.
- Contractor will complete an annual transaction tax exemption audit report. The report will identify all University transactions where the University was charged additional fees

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and / or taxes that the University is exempt from paying. Contractor will reimburse the University 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 University for any cost to complete this annual audit

- Contractor will support the University’s and VHEPC’s supplier diversity efforts by being an annual \$1,000 SWAMfest sponsor throughout the term of this Agreement.
- 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:

1.

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
\$300,001 +	\$3,500

\*Calendar year spend 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 15<sup>th</sup> of each year.

- Contractor agrees to be PCI DSS Compliant

Contractor may accept credit card payments from the University and third parties (i.e. students, parents, etc.) for the Services described in the Master Agreement. Contractor acknowledges and

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agrees that it is responsible for the security of any cardholder data that it processes, transmits, and stores. Contractor will take all necessary commercially reasonable steps designed to ensure such compliance; such as, but not limited to, 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 and annual Penetration Tests of the cardholder data network (as defined in PCI DSS) for those Firms 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 ("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.

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5. Reserved
  
6. Subcontractors: All contactors, dealers, and resellers authorized in the Commonwealth of Virginia , as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

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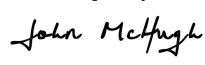
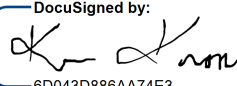
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in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

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

Participating Entity: The Rector and Visitors of the University of Virginia	Contractor: The Hertz Corporation
Signature: DocuSigned by:  206C50E51C53410...	Signature: DocuSigned by:  6D043D886AA74E3...
Name: John McHugh	Name: Kevin Knorr
Title Director of Procurement & Supplier Diversity ServicesAgreement Tracking#:	Title: Director of Government Sales
Date: 1/12/2020 Tracking#: UVA-COOP-TRAV-00163	Date: 01/07/2020

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org

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