

PARTICIPATING ADDENDUM
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
ALLIANCE
NATIONWIDE VEHICLE RENTAL SERVICES
Administered by the State of Oregon (hereinafter "Lead State")
MASTER AGREEMENT
Oregon Master Agreement Number 9409
THE HERTZ CORPORATION
And
The State of New Jersey

This Participating Addendum, together with its exhibits ("Participating Addendum"), is made as of the 19th day of October, 2019, by and between The Hertz Corporation ("Hertz"), whose principal address is 8501 Williams Road, Estero, FL 33928, and the State of New Jersey, Department of Treasury, Division of Purchase and Property ("Division") whose address is 33 West State Street, 8th Floor, P.O. Box 230, Trenton, New Jersey 08625, on behalf of the State of New Jersey and its Cooperative Purchasing participants as hereinafter defined, collectively referred to as the "State".

WHEREAS, pursuant to N.J.S.A. 52:34-6.2 the Director of the Division of Purchase and Property ("Director") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services"; and

WHEREAS, the State of Oregon permits other states to participate in its contract, Master Agreement, Vehicle Rental Services, Price Agreement No. 9409, together with its exhibits ("Master Agreement") for nationwide vehicle rental services; and

WHEREAS, Hertz is a vendor awarded a Master Agreement by the State of Oregon, after a competitive bid process, under the State of Oregon RFP DASPS-2262-18, on behalf of the State of Oregon, ORCPP Members, and National Association of State Procurement Officials ("NASPO") for nationwide vehicle rental services; and

WHEREAS, Hertz has agreed to the State's Standard Terms and Conditions, a copy of which is attached hereto as Exhibit A and which is incorporated herein by reference; and

WHEREAS, the Director has determined that it is in the best interest of the State to enter into a Participating Addendum with Hertz to provide nationwide vehicle rental services to the State under the Master Agreement; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, the parties to this Participating Addendum hereby agree as follows:

1. **Term:** The term of this Participating Addendum shall be effective October 19, 2019 by the State of New Jersey through May 20, 2021, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum may be extended in accordance with the terms and conditions of the Master Agreement.
2. **Scope:** All governmental entities within the State of New Jersey, including all state agencies and local public bodies, counties, cities, municipalities, public schools and institutions of higher education ("Cooperative Purchasing Participants"), are authorized to purchase services and products under the terms and conditions of this Participating Addendum. The contract will be valid from the date executed by both parties, through the current term of May 20, 2021. Hertz shall provide to the State and its Cooperative Purchasing Participants the services and products set forth in the Master Agreement at the pricing, terms and conditions therein set forth and the terms and conditions specifically set forth in this Participating Addendum.

3. **The State's Standard Terms and Conditions:** Hertz has read and agreed to the State's Standard Terms and Conditions and Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (collectively hereinafter referred to as the "New Jersey's Terms and Conditions"), which are incorporated herein by reference and are attached hereto as Exhibit A. Any references to the Participating Addendum herein shall be deemed to include the State's Terms and Conditions.

5. **Primary Agreement Contact:**

The primary participating entity contact for this Participating Addendum is as follows:

Name: Nikki Ghorbani
Participating Entity Name: New Jersey Division of Purchase and Property,
Department of the Treasury
Address: 33 W. State Street, P.O. Box 230, Trenton, NJ 08625-0230
Telephone: (609) 292-5389
Fax: (609) 292-5170
E-mail: Nikki.Ghorbani@treas.nj.gov

The primary Contractor contact for this Participating Addendum is as follows:

Name: Jeffrey Greene
Contractor: The Hertz Corporation
Address: 3323 N. Military Hwy, Norfolk, VA 23518
Telephone: 540-841-8455
Fax: n/a
E-mail: jgreene@hertz.com

6. **Non-Exclusive Contract:** The contract shall be non-exclusive and shall not in any way preclude the State of New Jersey from entering into similar contracts and/or agreements with other vendors, or from acquiring similar, equal, or like goods and/or services from other entities or sources.

7. **Modifications and/or Additions to the Master Agreement**

A. Changes

In lieu of Sections 4.2(a) and 4.2(b) of the State's Standard Terms and Conditions, Hertz will provide Comprehensive General Liability Insurance and Automobile Insurance Liability in its capacity as a self-insured entity to the extent required by Sections 4.2(a) and 4.2(b) of the State's Standard Terms and Conditions.

Hertz agrees to provide the following additional services for the duration of the contract at no additional cost:

- Vehicle or customer pickup and delivery within a thirty (30) mile radius at the customer's home or office.
- Secure parking for customer's vehicle where available.

B. Usage Reports

The Contractor shall submit contract usage reports quarterly covering all purchases made under this Participating Addendum in a format mutually agreed to by the parties.

The reports should be submitted to the following address:

Nikki Ghorbani
State of New Jersey
Department of the Treasury
Division of Purchase and Property
33 West State Street, P.O. Box 230

Trenton, New Jersey 08625-0230

C. Contract Number

All invoices issued for services under this Participating Addendum shall reference the State's contract number and the Master Agreement number.

D. Compensation and Ordering

1. Pricing shall be as set forth in the Master Agreement;
2. The State shall make all payments to Hertz under the provisions of the New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 to -48;
3. All orders and payments will be issued directly to Hertz; and
4. Hertz shall submit invoices upon delivery of products and services, or upon a monthly basis according to its practices.

E. Miscellaneous

1. Any claims against the State under this Participating Addendum are subject to the Tort Claims Act (N.J.S.A. 59:1-1 to 12-3), and the Contractual Liability Act (N.J.S.A. 59:13-11 to 14-4). Any action brought under this Participating Addendum shall be filed in Mercer County in the appropriate Division of the State of New Jersey Superior Court.
2. All publicity and/or public announcements pertaining to this Participating Addendum shall be approved by the State prior to release.
3. The following are New Jersey procurement requirements that Hertz agrees to fulfill prior to the contract award:
 - a. Registration in NJSTART eProcurement System;
 - b. New Jersey Business Registration (N.J.S.A. 52:32-44);
 - c. Ownership Disclosure (N.J.S.A. 52:25-24.2);
 - d. Executed Offer & Acceptance Page;
 - e. Disclosure of Investigations and Actions Involving Bidder;
 - f. Disclosure of Political Contributions- Two Year Chapter 51/Executive Order 117 Vendor Certification;
 - g. Disclosure of Investment Activities in Iran Certification;
 - h. Source Disclosure Certification (N.J.S.A. 52:34-13.2);
 - i. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et. seq.), New Jersey Form AA-302 Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate; or Federal Affirmative Action Approval Letter; and
 - j. Cooperative Purchasing Form;
 - k. Executed Notice of Set-off for State Tax (N.J.S.A. 54:49-19); and
 - l. Vendor Certification (P.L. 2005, c. 271).
4. No term or provision of this Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.
5. This Participating Addendum may not be amended or modified except by written agreement executed by authorized representatives of each party.
6. The parties agree that this Participating Addendum may be executed in counterparts, with each original signed page to become part of the original document.

7. Any litigation arising from this Participating Addendum or relating thereto shall be brought in a State court of the State of New Jersey and governed by the applicable laws, regulations and rules of evidence of the State of New Jersey, without out reference to conflict of law principles.
8. The documents below shall govern the liability of Hertz and the State for the services and products being provided by Hertz in the following order of precedence:
 - a. New Jersey's Participating Addendum, including New Jerseys Standard Terms and Conditions and Waivered Contracts Supplement; and
 - b. The Master Agreement (attached to this Participating Addendum as Exhibit A);
For the avoidance of doubt, the following terms of the Hertz Rental Agreement Terms and Conditions are hereby deleted:

8. Hertz Rental Agreement Terms and Conditions:

- a. The Contractor agrees that the Hertz Rental Agreement Terms and Conditions shall be subject to the terms and conditions of this Participating Addendum and in the event of a conflict between the terms, the terms of the Participating Addendum including New Jersey's Terms and Conditions; and
- b. Section 9, Responsibility For Property, the phrase "or to the extent permitted by law, by Hertz's negligence" is deleted from the last sentence of the first paragraph and first sentence of the second paragraph. The last sentence of the second paragraph is deleted in its entirety.
- c. Section 10, Liability Protection:
 - i. Subparagraph (b) is hereby amended to omit statement that "You agree to indemnify and Hold Hertz harmless from and against, and will defend Hertz against, any and all loss, liability or damages whatsoever arising out of the use or operation of the car."
 - ii. Subparagraph (c) is deleted in its entirety.
- d. Section 11, Accidents, Theft and Vandalism: The last sentence of this section is deleted in its entirety.
- e. Section 14 ,Waiver or Change of Terms/Governing Law: In Subparagraph (b), the word "nonexclusive" is hereby deleted before "jurisdiction."
- f. Section 16, Arbitration and Class Action Waiver, is deleted in its entirety.

9. **Entire Agreement:** This Participating Addendum including, without limitation, the State's Standard Terms and Conditions, and the Master Agreement, set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary, or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Price Agreement shall prevail and govern in the case of any such inconsistent or additional terms. In the event of any conflict between the terms of this Participating Addendum and the Master Price Agreement, the terms of the Participating Addendum shall prevail.

10. **Notice:** Any notice between the Parties provided for in this Participating Addendum, or elsewhere in the Master Agreement shall be in writing and shall be sent both via regular certified mail, return receipt requested and via email to the addresses provided for in Section 8 below. The Parties should give prompt notice to each other if the appropriate person or address changes.

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

Government Entity:

State of New Jersey

Department of the Treasury

Division of Purchase and Property



Name: Maurice Griffin

Title: Acting Director

Date: 10/9/19

Contractor:

The Hertz Corporation



Name: Kevin Knorr

Title: Director of Government Sales

Date: 10/09/19