

**PARTICIPATING ADDENDUM
NASPO ValuePoint**

Nationwide Car Rental Services

Administered by the State of Oregon
(hereinafter "Lead State/Entity")

Master Agreement
Contract Number: 9409

The Hertz Corporation
(hereinafter "Contractor")

and

State of Arkansas
(hereinafter "Participating State/Entity")

1. **SCOPE:** This participating addendum (PA) covers the NASPO ValuePoint contract for Nationwide Car Rental Services by the State of Oregon for use by State agencies and other entities located in the State of Arkansas as authorized by that State's statutes to utilize cooperative contracts.
2. **PARTICIPATION:** All eligible purchasers within the State of Arkansas including local political subdivisions are authorized to purchase products and services under the terms and conditions of this participating addendum.
3. **INDIVIDUAL CUSTOMER:** Each state agency and political subdivision, as a Participating Entity, that purchase Hertz Nationwide Car Rental Services using this contract will be treated as if they are Individual Customers. Except to the extent modified by the State of Arkansas Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases.
4. **PAYMENTS AND INVOICE PROVISIONS:** Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the Contractor has successfully satisfied the ordering agency as to the goods and/or services purchased or rented. Contractors should invoice the ordering agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Payments will be submitted to the Contractor at the address shown on the invoice. Payment should be tendered to the Contractor within thirty (30) days of the date of invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest will be paid on the unpaid balance due to the Contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency will make a good-faith effort to pay within thirty (30) days after date of invoice. Payments may also be made via a Purchasing Entity's Purchasing Card ("P-Card").

All invoices should be forwarded to:

Agency Name
Attention: Accounts Payable
Address
City, Arkansas Zip Code

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5. **PURCHASE ORDER INSTRUCTIONS:** All purchase entities issuing valid purchase orders will be bound by the terms and conditions of the NASPO ValuePoint Master Agreement 9409 including, without limitation, the obligation to pay the Contractor for products and/or services provided. The parties acknowledge and agree that orders submitted to the Contractor from a purchasing entity through the purchasing entity's business P-Card are authorized purchase orders under the NASPO ValuePoint Master Agreement 9409.
6. **CONTRACT NUMBER:** All purchase orders issued by the purchasing entities within the jurisdiction of this Participating Addendum should include:
 - a. The NASPO ValuePoint Contract number 9409
 - b. Agency name and address
 - c. Name of agency contact person and phone number.
7. **REPORTING:** The Contractor **shall** provide a quarterly report to the Arkansas primary contact within thirty (30) days following the quarter being reported. Contractor **shall** include the following data in the reports: agency name and address, product description, quantity, unit and extended prices.
8. **RECORD RETENTION:** The Contractor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Contractor **shall** make financial and accounting records available, upon request, to the State of Arkansas' designee at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
9. **DELIVERY:** Vehicle Rental Products contract prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. Destination, freight prepaid, with all transportation and handling charges paid by the Contractor.

Exceptions for rush orders, emergency orders, extreme distance (defined as a "ship to" location outside of the normal delivery routes of the Contractor), or other extenuating circumstances will be considered at the time of order placement, and before delivery is made, and **must** be mutually agreed upon between the ordering entity and the Contractor.
10. **TAXES:** Personal Property tax will not be charged to Arkansas state agencies.
11. **CANCELLATION:** The State may cancel this Participating Addendum for any reason, with or without cause, by giving the Contractor and NASPO ValuePoint written notice of such cancellation thirty (30) days prior to the date of cancellation. Any purchase orders issued prior to cancellation may not be canceled.

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12. **GOVERNING LAW:** The laws of the State of Arkansas shall govern this agreement.
13. **VENUE AND JURISDICTION:** Venue for any claim, dispute, or action concerning an order placed against the contract shall be Pulaski County, Arkansas.
14. **SOVEREIGN IMMUNITY:** Nothing under this agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right to sovereign immunity.
15. **PAYMENT:** Contractor shall ensure that all invoices are sent directly to the State agency or local public procurement unit that purchased Nationwide Car Rental Services from them.
16. **DISCLOSURE:** Under Arkansas law, OSP is required to have a copy of EO 98-04 Disclosure Form on file for the Contractor. Contractor shall submit the disclosure form prior to entering into this Addendum. Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this PA. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the State.
17. **RESTRICTION OF BOYCOTT OF ISRAEL:** By signing this PA, Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.
18. **INDEMNIFICATION:** The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement.

INDEMNIFICATION – Subject to the terms of the Master Agreement, Contractor shall be fully liable for the actions of its agents and employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Purchasing State/Entity, the State, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including reasonable attorney's fees arising from personal injury and damage to real or personal property, to the extent caused by the Contractor, its agents, or employees. Language in this clause shall not be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.

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5. **PRIMARY CONTACTS:** The primary contacts for this participating addendum are as follows (or their named successors):

Lead Entity

Name:	Kaliska King
Address:	Oregon Department of Administrative Services, Procurement Services 1225 Ferry Street SE Salem, OR 97301
Telephone:	503.378.5332
E-Mail:	Kaliska.King@oregon.gov

Contractor

Company Name:	The Hertz Corporation
Contact Person	Jeffrey Greene
Address:	3323 N. Military Hwy, Norfolk, VA 23518
Telephone:	540.841.8455
E-Mail:	jgreene@hertz.com

Arkansas Contact

Company Name:	Hertz - Carco Carriage Corporation
Contact Person	J. R. Magdeburg
Address:	2905 N. 32nd Street
Telephone:	479.441.3207 ofc. 918.223.5438 cell
Fax:	479.441.3212
E-Mail:	jrmagdeburg@carcotrans.com

Participating Entity

Name:	John Leverett, Statewide Procurement Specialist
Address:	State of Arkansas TSS-Office of State Procurement 1509 W. 7 th Street, Suite 300 Little Rock, AR 72201
Telephone:	501-683-2222
E-Mail:	john.leverett@dfa.arkansas.gov

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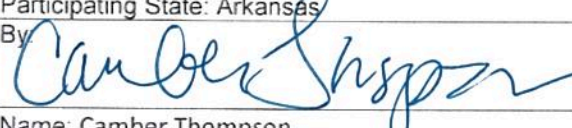
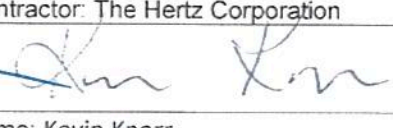
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This Participating Addendum, RFP DASPS-2262-18, Master Agreement 9409 (administered by the State of Oregon), together with addenda, and exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous 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 Addendum, RFP DASPS-2262-18, Master Agreement 9409 (administered by the State of Oregon), together with addenda, and exhibits, shall not be added to or incorporated by the Contractor into this Participating Addendum or the Master Agreement and its exhibits, 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 Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: Arkansas	Contractor: The Hertz Corporation
By: 	By: 
Name: Camber Thompson	Name: Kevin Knorr
Title: Department of Transformation and Shared Services, Office of State Procurement	Title: Director of Government Sales
Date: 10/22/19	Date: 10-18-19

Appendix A

Arkansas State Rates

Vehicle Type	Daily Rate	Weekly Rate	Monthly Rate
Sedans			
Economy/Compact	\$32.00	\$160.00	\$640.00
Intermediate/Standard	\$34.00	\$170.00	\$680.00
Full Size	\$36.00	\$180.00	\$720.00
Passenger Vans			
Mini Van	\$63.00	\$315.00	\$1,260.00
12-15 Passenger	\$95.00	\$650.00	\$2,600.00
SUV's			
Mid/Standard SUV	\$59.00	\$295.00	\$1,180.00
Full Size / Premium SUV	\$85.00	\$425.00	\$1,700.00
Pick- Up Truck's			
Small Pick Up Truck	\$65.00	\$325.00	\$1,300.00
Large Pick Up Truck	\$72.00	\$360.00	\$1,440.00
Other Class's Offered			
Premium	\$70.00	\$280.00	\$1,120.00

NOTE: During negotiations with Hertz, it was determined that there will be no additional surcharges on top of the listed rates within the State of Arkansas. Therefore, travelers should not pay an additional charge other than what is listed above.