

NATIONWIDE VEHICLE RENTAL SERVICES

Led by the State of Oregon

Master Agreement #: 9409

Contractor: **THE HERTZ CORPORATION**

Participating Entity: **STATE OF IDAHO**

Participating Addendum Number: **PADD: 20200158**

The following Goods or services are included in this Addendum:

Sedans, Passenger Vans, SUV's, Pick-ups, and Premiums

The following Goods or services are not included in this Addendum:

Cargo and box trucks

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 *Idaho* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

Each State agency and political subdivision, as a Participating Entity, that purchases rental and/or services will be treated as if they were Individual Customers. Except to the extent modified by this PADD, 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. The Contractor will apply the charges to each Participating Entity individually.

PARTICIPATING ADDENDUM**NATIONWIDE VEHICLE RENTAL SERVICES**

Led by the State of Oregon

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jeffrey Greene
Address:	3323 N. Military Hwy Norfolk, VA 23518
Telephone:	540-841-8455
Fax:	
Email:	jgreene@hertz.com

Participating Entity

Name:	Daniel Downen, Purchasing Officer
Address:	PO Box 83720, Boise, ID 83720-0075
Telephone:	208.332.1605
Fax:	208.327.7320
Email:	Daniel.downen@adm.idaho.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

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

5. Standard Terms and Conditions: The current version of the **State of Idaho Standard Contract Terms and Conditions (January 2017)** is incorporated by reference into this price agreement, as if set forth in its entirety. This document can be downloaded at [https://purchasing.idaho.gov/wpcontent/uploads/Terms Conditions/Standard%20Terms%20and%20Conditions%20Jan%202017.pdf](https://purchasing.idaho.gov/wpcontent/uploads/Terms%20Conditions/Standard%20Terms%20and%20Conditions%20Jan%202017.pdf).

6. Administrative Fee and Usage Report: Fee: The prices to be paid by the State (the prices provided by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly sales.

For Example: If the total Contractor's net sales to the Agency for one quarter = \$10,000, Contractor would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Report: Contractor must furnish detailed quarterly usage report, supplying to the State the agency (State or political subdivision), the tire(s) and/or service provided, and the cost of the tire(s) and/or service. The Contractor must submit the quarterly usage report from the agreement to the State to purchasing@adm.idaho.gov, in Excel format.

NATIONWIDE VEHICLE RENTAL SERVICES

Led by the State of Oregon

Reporting Time Line (Fiscal Year Quarters): Fee and Report Due:

1ST Quarter July 1 – Sept 30 October 31st

2nd Quarter Oct 1 – Dec 31 January 31st

3rd Quarter Jan 1 – Mar 31 April 30th

4th Quarter Apr 1 – Jun 30 July 31st

Mail your check, in the amount of the Quarterly Administrative Fee, to: State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075. If the Contractor fails to submit the required quarterly usage report or timely remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default and be cause for disqualification of Contractor for future agreements or other action by the State.

7. **Amendments:** Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) calendar days of the date of the amendment, in order to be effective. The Contractor must notify the State of any amendments to the Master Agreement immediately so the State may review any changes.
8. **Governing Law:** Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
9. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Idaho, 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.
10. **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.
11. **Purchasing Card (PCARD) Payment:** Payments under this agreement may be made by ordering agencies using a government issued credit card (Pcard). The Contractor agrees to accept Pcard payments without any additions or surcharges to the State.

NATIONWIDE VEHICLE RENTAL SERVICES

Led by the State of Oregon

12. Request for Service: Any rental completed by a Participating Entity or Purchasing Entity for car rental services available from this Master Agreement shall be deemed to be a Purchase of Service (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Request for Service agree in writing that another contract or agreement applies to such Request for Service.

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

Participating Entity: State of Idaho	Contractor: The Hertz Corporation
Signature:	Signature: 
Name: Daniel R. Downen III	Name: Kevin Knorr
Title: Purchasing Officer	Title: Director of Government Sales
Date: 10/17/19	Date: 10/09/2019

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
to support documentation of participation and posting in
appropriate data bases.]***