

NATIONWIDE VEHICLE RENTAL SERVICES
Led by the State of Oregon

NASPO ValuePoint Master Agreement #: **9409**

Contractor: **THE HERTZ CORPORATION**

Participating Entity: **STATE OF IOWA**

Participating Addendum Number: **MA20075**

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

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

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 of Iowa 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 state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Agreement Length: The Agreement shall include the initial period and any annual renewal periods approved by the Lead State and NASPO ValuePoint up to a maximum of four (4) renewal periods. The maximum Agreement length including renewal periods is six (6) years.
4. 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
E-mail	jgreene@hertz.com

Participating State/Entity:

Name	Nancy Wheelock
Address	1305 E. Walnut Street, Hoover Bldg. Flr. 3, Des Moines, IA 50319

PARTICIPATING ADDENDUM**NATIONWIDE VEHICLE RENTAL SERVICES**

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Telephone	515-322-0200
Fax	515-725-0038
E-mail	Nancy.wheelock@iowa.gov

5. Participating Entity Modifications Or Additions To The Master Agreement

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

A. Administrative Fee

The Contractor shall provide the state of Iowa with a 1.00% rebate on all sales made within the state of Iowa against this Agreement. The rebate is to be paid quarterly to: CFO - Central Procurement Bureau, Iowa Department of Administrative Services, Central Procurement Bureau, Floor 3, 1305 E. Walnut, Des Moines, IA 50319-0105.

B. Quarterly Sales Report

The Contractor shall provide the Participating Entity with quarterly sales reports which contain the following fields:

- Purchasing Entity Name
- Location of Rental
- Date of Rental
- Type of Vehicle Rented (sedan, pickup, van, etc.)
- Length of rental
- Unit price (rental rate) and extended total
- Total Dollars In Rental Fees Per Quarter

The report shall be sent to the current contract manager at the Participating Entity within 45 days after the quarter ends. Quarters end on March 31, June 30, September 30, and December 31 annually.

C. Pricing

Contractor's stated prices shall be price lists approved and agreed to with NASPO ValuePoint under the Master Price Agreement with an additional one percent (1%) administrative fee.

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D. Payment

Payment after acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor. The State of Iowa shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The State of Iowa may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514. Payments may be remitted by mail or electronic transfer or may be made via a State or political subdivision "Purchasing Card" with no additional charge.

E. Certificate of Liability Insurance

The Contractor shall furnish the Participating Entity with a current Certificate of Liability Insurance indicating the following insurance coverages which may be provided by Contractor via either policies of insurance or as a self-insurer:

<i>Type of Insurance</i>	<i>LIMIT</i>	<i>AMOUNT</i>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
Automobile Liability (including contractual liability) used or operated by the Contractor written on an occurrence basis	Each Occurrence	\$1 Million
	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

The Contractor shall send an updated COI to the Participating Entity's Contract Manager prior to expiration of the current COI for the duration of the Participating Addendum and any renewal periods.

F. Authorized Point-of-Sale

See the list of Contractor's locations which are authorized to perform services under the NASPO ValuePoint Master Agreement for the State of Oregon. The Contractor's locations, whether independently or corporate owned, will participate in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Addendum.

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G. Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Participating Addendum without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Participating Addendum shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Participating State.

H. Termination upon Notice

Following thirty (30) days written notice, the Agency may terminate this Participating Addendum in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

I. Setoff Against Sums Owed by the Contractor

In the event that Contractor owes the Participating State any sum under the terms of this Participating Addendum, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the Participating State may, in its sole discretion, set off any such sum against:

12.1 Any sum invoiced by, or owed to, Contractor under this Participating Addendum, or

12.2 Any sum or amount owed by the Participating State to Contractor, unless otherwise required by law.

The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

J. Subcontractors

All Contractor dealers and resellers authorized in the State of Iowa, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Price Agreement. The Contractor's dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

K. Orders:

Any Order placed by a Participating State for a Service available from the Master Price Agreement is a sale under (and governed by the prices and other terms and conditions) of the Master Price Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

PARTICIPATING ADDENDUM**NATIONWIDE VEHICLE RENTAL SERVICES**

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

Participating Entity/State: State of Iowa	Contractor: The Hertz Corporation
Signature: <i>Nancy Wheelock</i>	Signature: <i>Kevin Knorr</i>
Name (print/type): Nancy Wheelock	Name (print/type): Kevin Knorr
Title (print/type): Purchasing Agent	Title (print/type): Dir. of Govt. Sales
Date: 10/14/19	Date: 10/14/19

For questions on executing a Participating Addendum, please contact:

NASPO ValuePoint:

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	THay@NASPOValuePoint.org

Contractor shall submit a fully executed PDF copy of this Participating Addendum to NASPO ValuePoint at PA@naspovaluepoint.org to support documentation and posting in appropriate data bases.