

**PARTICIPATING ADDENDUM  
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION  
Nationwide Vehicle Rental Services  
Administered by the State of Oregon (hereinafter "Lead State")**

**Master Price Agreement No. 9949**

**THE HERTZ CORPORATION**  
(hereinafter "Contractor")  
and  
**STATE OF NORTH CAROLINA**  
(hereinafter "Participating State/Entity")

1. **Scope:** This Participating Addendum incorporates the terms and conditions of the Master Price Agreement for Nationwide Vehicle Rental Services administered by the State of Oregon (Lead State) for use by state agencies and other entities located in the Participating State/Entity as authorized by the state's statutes to utilize state/entity contracts with the prior approval of the state's Chief Procurement Official.

2. **Participation:** Use of specific NASPO ValuePoint (also known as WSCA-NASPO Cooperative Purchasing Program) cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity 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.

3. **Effective Dates of Participating Addendum:** The Participating Addendum will be effective from September 1, 2015 through October 17, 2017 and will include two (2), one (1) year renewal options.

4. **Participating State Modifications or Additions to Master Agreement:** (These modifications or additions apply only to actions and relationships within the Participating Entity.)

- A. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services.
- B. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
- C. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.

- D. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G. S. §143-49(9).
- E. **INSURANCE:** During the term hereof, Contractor shall maintain at least the insurance coverages and amounts set out in Exhibit C to the Master Price Agreement, but in no case less than the coverages and amounts required for operation of Contractor's business under North Carolina law.
- F. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
- G. **COMPLIANCE WITH LAWS:** Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
- H. **CERTIFICATIONS:** Contractor certifies each of to the following:
- 1) that this bid is submitted competitively and without collusion, as required by G.S. 143-54;
  - 2) that none of its officers, directors or controlling owners has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2);
  - 3) that it is not an ineligible vendor as set forth in G.S. 143-59.1;
  - 4) that no employee or agent of Contractor has offered, and no State employee has accepted, any gift or gratuity in connection this contract, in violation of N.C.G.S. § 133-32; and
  - 5) that it, and each of its sub-contractors under this contract, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system, As required by G.S. §143-48.5.
- I. **REPORTING:** In addition to the reporting requirements in NASPO Value Point Master Price Agreement 9949, the Contractor shall furnish a quarterly usage report electronically in **EXCEL** format to the NC Division of Purchase & Contract detailing all items purchased under this contract. The reports must be emailed to: [pcreports@doa.nc.gov](mailto:pcreports@doa.nc.gov). The report is to be submitted by the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency, quarters shall be considered to end on the last day of March, June, September, and December of each calendar year. Quarterly reports are required even if no activity has occurred. The quarterly report shall include, but is not limited to, the following:

Contractor shall report for each transaction:

- 1) Contractor transaction#
- 2) Location of rental
- 3) Vehicle size classification
- 4) Date of rental
- 5) Length of rental
- 6) Miles driven on vehicle
- 7) Unit price and extended total
- 8) Contractor shall compute the Total Dollar Amount for the Quarter

5. **Lease Agreements:** NOT APPLICABLE.

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

**Contractor:**

<b>Name</b>	Sam Crawley
<b>Address</b>	8021 West Broad St, Richmond, VA
<b>Telephone</b>	804-475-2771
<b>Fax</b>	866-544-7445
<b>E-mail</b>	Scrawley@hertz.com

**Participating State/Entity**

<b>Name</b>	Kimberly Williams
<b>Address</b>	116 W. Jones Street
<b>Telephone</b>	919-807-4534
<b>Fax</b>	919-807-4510
<b>E-mail</b>	Kim.Williams@doa.nc.gov

7. **Subcontractors:** All Contractor dealers and resellers authorized in the State of Oregon, 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.

8. **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.

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

Participating State:

Contractor:

STATE OF NORTH CAROLINA

The Hertz Corporation

Signature: Patti Bowers

Signature: Kevin J. Knorr

Name: Patti Bowers

Name: Kevin J. Knorr

Title: Dir. Div. of Purchases +

Title: Dir. of Government Acct

Date: Contract 4.570  
8/13/15

Date: 8/21/15

For questions on executing a Participating Addendum, please contact:

NASPO ValuePoint:

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	<a href="mailto:THay@NASPOValuePoint.org">THay@NASPOValuePoint.org</a>

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