

NATIONWIDE VEHICLE RENTAL SERVICES

Led by the State of Oregon

Master Agreement #: 9409

Contractor: **HERTZ CORPORATION**

Participating Entity: **STATE OF LOUISIANA**

Participating Addendum Number:

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.*

1. Scope

This Addendum covers the Travel-Nationwide Vehicle Rentals contracts led by the State of Oregon along with a multi-state sourcing team for use by all state agencies and local government entities, institutions of higher education, and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize state contracts.

2. Participation

Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) 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.

3. Term

The term of this Participating Addendum shall be effective July 1, 2019 by the State of Louisiana through June 30, 2024, 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.

4. Non-Exclusive Contract

The contract shall be non-exclusive and shall not in any way preclude the State of Louisiana from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

5. Modifications and/or Additions to the Master Agreement

A. Usage Reports:

The Contractor shall submit detailed contract usage reports **quarterly** to the Office of State Travel Manager and/or State Travel Director for the contract in accordance

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with the below schedule. Initiation and submission of the quarterly reports to the Office of State Travel is the responsibility of the Contractor without prompting or notification by the Office of State Travel Director and/or Manager. If these reports are not submitted in a timely manner, the Office of State Travel shall have the right to terminate the contract.

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

B. Amendments:

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Louisiana. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

C. Assignment:

The Contractor shall not assign any interest in this Participating Addendum by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

D. Termination:

The State of Louisiana has the right to terminate this Participating Addendum, or any order issued pursuant for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State of Louisiana; (e) Contractor's intentional violation of the Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

Termination for Cause:

The State of Louisiana may terminate this Participating Addendum, or any order issued for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Participating Addendum, or any order issued provided that the

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State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Participating Addendum, shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Participating Addendum, or any order issued, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience:

The State of Louisiana may terminate this Participating Addendum, or any order issued at any time (1) by giving thirty (30) days written notice to the contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds:

The continuation of this Participating Addendum, or any order issued is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, or any order issued. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, or any order issued or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, or any order issued this Participating Addendum, or any order issued shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

E. Governing Law:

This Participating Addendum, or any order issued shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Participating Addendum, or any order issued shall

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be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

- F. Taxes:**
Any taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be assumed to be included within the total cost.
- G. Late Payments:**
Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.
- H. Public Information:**
For the purposes of this Participating Addendum, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect.
- I. Contract Controversies:**
Any claim or controversy arising out of this Participating Addendum, or any order issued shall be resolved by the provisions of Louisiana Revised Statute 39:1673.
- J. Code of Ethics:**
The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum, or any order issued. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, or any order issued.
- K. Right to Audit:**
The State of Louisiana Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.
- L. Record Retention:**
The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.
- M. Contractors Cooperation/Close-Out:**
The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if the Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

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N. Commissioner's Statements:

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this Participating Addendum, the Contract, any Contractor and/or subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging the Commissioner's duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

O. Contractor's Certification of No Federal Suspension or Debarment:

By signing this Addendum, the Contractor certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

P. Secretary of State Registration Requirement:

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

Q. Prohibition of Discriminatory Boycotts of Israel:

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contracts with a value of \$100,000 or more and for any Contractor with 5 or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

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6. Primary Contacts

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

Contractor

Name	Kevin Knorr
Address	8501 William Rd Estero FL 33928
Telephone	239-301-7635
Fax	
E-mail	kknorr@hertz.com

Participating State

Name	Tammy Toups
Title	State Travel Director
Address	Office of State Travel P. O. Box 94095 Baton Rouge, LA 70804-9095
Telephone	225-342-8053
Fax	225-342-5019
E-mail	tammy.toups@la.gov

Name	Shelita Woods
Title	State Travel Manager
Address	Office of State Travel P. O. Box 94095 Baton Rouge, LA 70804-9095
Telephone	225-342-6322
Fax	225-342-5019
E-mail	shelita.woods@la.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

7. Signature Authority

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Evidence of signature authority to contract with the state of Louisiana must be provided. One of the following must apply to the Contractor:

- a) The signer of this Participating Addendum is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Louisiana Office of State Travel before finalization of this Participating Addendum.**
- b) The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be submitted to the Louisiana Office of State Travel before finalization of this Participating Addendum.**
- c) The Contractor has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. **A copy of the applicable document must be submitted to the Office of State Travel before finalization of this Participating Addendum.**
- d) The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Louisiana Office of State Procurement.

8. Subcontractors

All contractors, dealers, and resellers authorized in the State of Louisiana, 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.

In order to be added to this agreement as an Authorized Distributor, the distributor must meet the following requirements:

- a) Be approved and added to the Contractor's Approved Distributor Listing;
- b) Be enrolled in the State of Louisiana LaGov Vendor System;
- c) Be registered and in good standing with the Louisiana Secretary of State's office;
- d) Have no suspensions or debarments listed on the General Services Administration's website (www.sam.gov)



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9. Orders

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum 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.

This Participating Addendum and the NASPO ValuePoint Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter and supersedes all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO ValuePoint 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 NASPO ValuePoint Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Participating State: State of Louisiana	Contractor: The Hertz Corporation
By: <i>Paula Tregre</i>	By: <i>Kevin Knorr</i>
Name: Paula Tregre	Name: Kevin Knorr
Title: Director of State Procurement	Title: Director of Government Sales
Date: <i>6/20/19</i>	Date: <i>6/13/19</i>