

**AMENDMENT NUMBER 01 (“Amendment”)
to
Master Agreement Number PO-10700-00043390
Participating Addendum
For
Passenger Vehicle Rental and Box Truck Rental
Between
State of Louisiana
And
The Hertz Corporation
Participating State Contract Number: 4400032486**

THIS AMENDMENT NUMBER 01 is by and between the State of Louisiana (“Participating State”) and The Hertz Corporation (“Contractor”).

WHEREAS, the State of Oregon (“Lead State”) has a Contract with the Contractor identified as Master Agreement No. PO-10700-00043390 effective January 31, 2025 through July 31, 2030, to provide Passenger Vehicle Rental and Box Truck Rental; and

WHEREAS, the State of Louisiana and the Contractor have executed a Participating Addendum, which is administered and utilized by the State of Louisiana as State Contract Number 4400032486; and

WHEREAS, the terms of the Participating Addendum specifically state that the Participating Addendum may be amended per agreement by both parties.

NOW, THEREFORE, it is agreed by the parties to amend the Participating Addendum as follows:

1. Changes:

Section III. TERM, revised to read as follows:

The term of this Participating Addendum and State Contract Number 4400032486 shall be effective upon the date of final execution below or March 31, 2025, whichever is later (“the Effective Date”) by the State of Louisiana through July 31, 2030, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400032486 may be extended in accordance with the terms and conditions of the Master Agreement.

All other provisions, terms and conditions of the Participating Addendum shall remain in full force and effect. The original Participating Addendum and all Amendments constitute the entire Participating Addendum between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor. In the event of a conflict between the terms and conditions of the Participating Addendum and this Amendment, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 01 as of the date of execution by both parties below.

Participating State: State of Louisiana	Contractor: The Hertz Corporation
By: <i>Felicia M. Sonnier</i>	By: <i>Michael DeRosa</i> <small>DocuSigned by:</small>
Name: Felicia M. Sonnier	Name: <i>Michael DeRosa</i> <small>8B7FTA47C339418...</small>
Title: Deputy Director	Title: Sr. Director Government Sales
Date: <i>4/8/2026</i>	Date: 4/7/2026



**Participating Addendum
for
Passenger Vehicle Rental and Box Truck Rental
between
State of Louisiana
and
The Hertz Corporation
Participating State Contract Number: 4400032486**

This Participating Addendum is entered into by State of Louisiana (“Participating State”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number PO-10700-00043390, executed by the Contractor and the State of Oregon (“Lead State”) for Passenger Vehicle and Box Truck Rental (“Master Agreement”):

The Hertz Corporation (“Contractor”)
8501 Williams Rd
Estero, FL 33928

- I. Participating State shall participate in:
 - a. Passenger Vehicle Rental
 - b. Box Truck Rental

II. PARTICIPATING ADDENDUM CONTACTS.

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

Contractor

Name	Nadika Perera
Title	Accounting Manager
Telephone	(239) 301-7635
E-mail	Nadika.perera@hertz.com

Participating State

Name	Felicia Sonnier
Title	Deputy Director
Address	Office of State Procurement 1201 North 3 rd Street, Claiborne Building – Suite 2-160 Baton Rouge, LA 70802
Telephone	225-342-8029

E-mail	felicia.sonnier@la.gov
Name	Shelita Woods
Title	State Travel Manager
Address	Office of State Travel 1201 North 3 rd Street, Claiborne Building Baton Rouge, LA 70802
Telephone	225-342-6322
E-mail	StateTravel@la.gov

III. TERM.

The term of this Participating Addendum and State Contract Number 4400032486 shall be effective upon the date of final execution below or March 31, 2025, whichever is later, through August 1, 2026, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400032486 may be extended in accordance with the terms and conditions of the Master Agreement.

IV. PARTICIPATION AND USAGE.

Use of specific NASPO ValuePoint cooperative contracts by State agencies, political subdivisions and other entities (including cooperatives) authorized by the State of Louisiana’s statutes to use state contracts are subject to the prior approval of the State of Louisiana’s Chief Procurement Officer. Issues of interpretation and eligibility for participation in the State’s program are solely within the authority of the State Chief Procurement Officer.

V. GOVERNING LAW.

This Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486 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, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

VI. SCOPE.

Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.

- a. Services.** All services available through the Master Agreement may be offered and sold by the Contractor to the Purchasing Entities.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to the Contractor within 10 calendar days of the amendment’s effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of this Participating Addendum. The terms of this Participating Addendum, including those

modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on the Contractor’s participating addenda with other participating entities or the Contractor’s Master Agreement with the Lead State.

VII. REQUEST FOR SERVICES. Purchasing Entities may place under this Participating Addendum by referencing the Participating Addendum Number and State Contract Number 4400032486 on a Request for Services. Each Request for Services placed under this Participating Addendum and State Contract Number 4400032486 is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VIII. PARTICIPATING ENTITY REPORTING REQUIREMENTS.

The Contractor shall submit detailed contract usage reports **quarterly** to the State Procurement Analyst (SPA) for State Contract Number 4400032486 in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate this Participating Addendum and State Contract Number 4400032486.

The specific usage report content, scope, and format requirements are available on the OSP website under Vendor Resources/Vendor Forms:

<https://www.doa.la.gov/doa/osp/vendor-resources/>.

In addition, the person’s name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against State Contract Number 4400032486.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP. Schedule for submittal of usage reports:

<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

A copy of the usage reports shall also be submitted to the Office of State Travel at: StateTravel@la.gov.

IX. FEDERAL FUNDING REQUIREMENTS. Request for Services funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Request for Services is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Request for Services any alternative or additional requirements related to the use of federal funds. By accepting the Request for Services, the Contractor agrees to comply with the requirements set forth therein.

X. ATTACHMENTS.

This Participating Addendum includes the following attachment(s):

- a. Participating Entity Modifications and Additions to Master Agreement Terms and Conditions

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Nadika Perera
Accounting Manager
Nadika.perera@hertz.com
239-301-7635

For Participating Entity:

Felicia M. Sonnier
Deputy Director of the Office of State Procurement
Felicia.sonnier@la.gov
225-342-8029

And

Shelita Woods
State Travel Manager
Shelita.woods@la.gov
225-342-6322

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, the Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

Participating State: State of Louisiana	Contractor: The Hertz Corporation
DocuSigned by: Signature: <i>Delicia M. Sonnier</i> <small>00D9310D02BC40A</small> Deputy Director	DocuSigned by: Signature: <i>Michael DeRosa</i> <small>8B7F7A47C933419...</small>
Name: Tom Ketterer for	Name: Michael DeRosa
Title: Director of State Procurement	Title: Sr. Director Government Sales
Date: 5/8/2025	Date: 5/7/2025

**ATTACHMENT A
PARTICIPATING ENTITY MODIFICATIONS AND ADDITIONS TO MASTER
AGREEMENT TERMS AND CONDITIONS**

A. PAYMENTS.

Authorized Users may make a contract payment by means of the State of Louisiana credit card (Travel and LaCarte cards), personal debit or credit card.

B. EARLY PICK UP/AFTER- HOURS DROP OFF.

Renters originating in Louisiana, the Contractors will provide early-pick-up service at no additional charge to renters on any day prior to the day of actual rental. Authorized traveler may pick up vehicle during the final hour of branch location standard office on the day prior to the rental day. The Contractor will provide a means for after-hours and weekend vehicle return such as key drop boxes at no additional charge.

C. MODIFICATIONS.

No amendment or modification of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

D. ASSIGNMENT.

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400032486 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.

E. TERMINATION.

The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486 immediately 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 Louisiana 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.

F. TERMINATION FOR CAUSE.

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486 for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486 provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 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 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, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486 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, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486, 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.

G. TERMINATION FOR CONVENIENCE.

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486 for convenience 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 the 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.

H. TERMINATION FOR NON-APPROPRIATION OF FUNDS.

The continuation of this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486, 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, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486; this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The 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.

I. DEFAULT OF CONTRACTOR.

Failure to provide goods and/or services within the time frame(s) specified and according to the other terms and conditions specified in this Participating Addendum and State Contract Number 4400032486 constitutes a default by the Contractor and may cause cancellation of this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486. Where the State has determined the Contractor to be in default the State reserves the right to purchase any or all products or services covered by this Participating Addendum,

State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486 on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting Contractor will be considered.

J. 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.

The Contractor shall be responsible for payment of all applicable taxes from the funds to be received under State Contract Number 4400032486.

K. 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.

L. 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.

M. CONTRACT CONTROVERSIES.

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

N. 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, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486. The Contractor agrees to immediately notify the State of Louisiana if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486.

O. RIGHT TO AUDIT.

The State of Louisiana Legislative Auditor, Federal Auditors and Internal Auditors of the Louisiana Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all Contractor accounts directly pertaining to this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486 for a period of five years from the date of final payment made under this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486 or as required by applicable State and Federal Law. Records shall be made available by the Contractor during normal working hours for this purpose.

P. RECORD RETENTION.

The Contractor shall maintain all records in relation to this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486 for a period of at least five years after final payment.

Q. 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 this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486 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.

R. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT.

By signing this Participating 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 this Participating Addendum and State Contract Number 4400032486 and debarment from future contracts.

S. 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.

T. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL.

In accordance with La. R.S. 39:1602.1, for any contract with a value of \$100,000 or more and for any Contractor with five or more employees, the Contractor, or Subcontractor, shall certify that it is not engaging in a boycott of Israel and shall, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State of Louisiana reserves the right to terminate this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486.

U. PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES.

In accordance with La. R.S. 39:1602.2, the following applies to any contract with a value of \$100,000 or more involving a for-profit company with at least 50 full-time employees:

Unless otherwise exempted by law, by entering into this Participating Addendum, the Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of this Participating Addendum and State Contract Number 4400032486 based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to terminate this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486, if this certification is subsequently determined to be false, or if the certification is no longer true.

V. INSURANCE REQUIREMENTS.

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with the Master Agreement. The Certificate of Insurance shall list the State of Louisiana as an additional insured and certificate holder. The Contractor shall maintain the insurance for the full term of this Participating Addendum, State Contract Number 4400032486, or any order issued pursuant to State Contract Number 4400032486. Failure to comply shall be grounds for termination of this Participating Addendum, State Contract Number 4400032486 or any order issued pursuant to State Contract Number 4400032486.

W. LOUISIANA PRICING SCHEDULE ("LAPS") CONTRACT.

State Contract Number 4400032486 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing State Contract Number 4400032486.

X. SIGNATURE AUTHORITY.

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 Procurement 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 Procurement 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 Procurement 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.

Y. AUTHORIZED DISTRIBUTORS.

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 State Contract Number 4400032486 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)