



**WCSA PARTICIPATING ADDENDUM
Nationwide Vehicle Rental Services
Oregon Master Price Agreement Number: 9949
Hertz Corporation**

State of Delaware

State Contract Number: GSS13694-VEH_RENTAL

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This Participating Addendum adds the State of Delaware (hereinafter "Participating State") as a Participating entity to purchase from the WCSA Price Agreement, Number 9949, with The Hertz Corporation (hereinafter "Contractor").

1. **Scope:** This addendum covers Nationwide Vehicle Rental Services within the scope of the WCSA Master Agreement for State Agencies and Political Subdivisions.

2. **Changes:**

See Exhibit A (attached), Terms and Conditions for the State of Delaware.

3. **Primary Contacts:**

a. The primary contact for lead state:

Contact:	Tim A. Hay
State/Political Entity:	Oregon Department of Administrative Services, State Procurement Office
Address:	1225 Ferry St SE U140
City, State, Zip:	Salem, OR 97301-4285
Phone:	503-378-4650
Fax:	503-373-1626
Email:	tim.hay@state.or.us

b. The primary contact for the Contractor:

Contact:	Sarah Engel
Entity:	The Hertz Corporation
Address:	3800 Jefferson Davis Hwy
City, State, Zip:	Alexandria, VA 22305
Phone:	703-683-9236
Fax:	866-678-9158
Email:	sengel@hertz.com



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c. The primary contact for the Participating State:

Contact: Danielle Ridgway
State/Political Entity: State of Delaware
Address: Government Support Services
100 Enterprise Pl, Ste # 4
City, State, Zip: Dover, DE 19904-8202
Phone: 302-857-4556
Fax: 302-739-3779
Email: danielle.ridgway@state.de.us

4. Contract Number: The contract number for the Participating State is **GSS13694-VEH_RENTAL**.

This participating addendum and the WSCA Master Price Agreement, (administered by the State of Oregon) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter thereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum or the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Contract 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 Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.



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

State of Delaware

Contractor: The Hertz Corporation

Signature: 

Signature: 

Name: William W. Pickrum

Name: Pamela Wright

Title: Deputy Director, Government
Support Services

Title: VP, Strategy and Operations COE

Date: 4/5/13

Date: 4-05-13



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EXHIBIT A

1. Changes

a. MANDATORY INSURANCE REQUIREMENTS (29 Del. C. §6929)

Certificate of Insurance for the following:

- 1) As part of the addendum requirements, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this addendum, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State or as a self-insurer. **Coverage may not be less than that required in the Master Price Agreement.** All Contractors shall carry Commercial General Liability and all other coverages listed below.
 - a) Commercial General Liability - \$1,000,000 per person/\$1,000,000 per occurrence.
 - b) Product Liability - \$1,000,000 per person/\$1,000,000 per occurrence.
- 2) Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- 3) Forty- five (45) days written notice of cancellation or material change of any policies shall be required.
- 4) Before any work is done hereunder, the Certificate of Insurance, referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Contract Administrator, Government Support Services
Master Price Agreement GSS13694-VEH_RENTAL
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

Note: The State of Delaware shall not be named as an additional insured.

b. STATE OF DELAWARE BUSINESS LICENSE:

Prior to commence performance under this agreement, the Contractor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application, where required. An application may be requested in writing to: Division of Revenue, Carvel State Building,



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P. O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone: 302-577-8778.
<http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the State of Delaware's decision to enter into this participating addendum will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

c. RENTAL OF VEHICLES WITHIN DELAWARE:

29 Del. C. § 7105 (c) requires that no agency shall lease passenger vehicles for in-state transportation, except Government Support Services. The Governor's car is exempt.

d. INDEMNIFICATION:

- 1) **General Indemnification:** The Contractor agrees that it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance, work or services in connection with this agreement, except where such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.
- 2) **Proprietary Rights Indemnification:** The Contractor warrants that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, The State of Delaware shall promptly notify the Contractor in writing and Contractor shall defend such claim, suit or action at Contractor's expense, and Contractor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation, costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.
- 3) If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively ""Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:
 - a) Procure the right for the State of Delaware to continue using the Product(s);
 - b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
 - c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality of efficacy of the product or cause the Product(s) or any part of the



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work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

e. NON-PERFORMANCE:

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

f. OPPORTUNITY BUYS:

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

g. REQUIRED REPORTS:

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment A) shall be furnished on the 15th (or next business day after the 15th day) of each month by the Contractor Electronically in **Excel format** detailing the purchasing of all items on this contract. The reports shall be submitted electronically in **EXCEL** and sent as an attachment to contracting@state.de.us or to danielle.ridgway@state.de.us. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the majority minimum required information may also negate any contract extension clauses. Additionally, Contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.



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In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor may be required to report on the participation by a minority, veteran and/or women owned business (MVWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MVWBE, MVWBE contact information (phone, email), type of product or service provided by MVWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment B.

2nd tier reports (Attachment B) shall be submitted to the contracting Agency’s Supplier Diversity Liaison and the Office of Supplier Diversity on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

h. DELAWARE ECONOMIC IMPACT:

Each awarded vendor shall provide an annual report of the economic impact of their operations in Delaware. This report shall be submitted before the end of the third month after the close of the vendor’s fiscal year. The following basic information is may be required under this agreement:

- # of Delaware Locations
- # of Delaware Employees
- Taxes, licenses & Fees Paid to Delaware
 - This may be payroll, franchise, service taxes, etc.
- Major Delaware Investments/ Partnerships
 - Amount paid to Major partners or Suppliers in Delaware
 - Highlight of Delaware MWBE, Veteran, Small Business (SBA criteria) and Disabled Veteran partnerships/ supply chain
 - Rent to Delaware Locations or value of Delaware real property
 - Utility Expenses paid to Delaware utilities.

The report shall be submitted to the State Point of Contact.

i. ORDERING PROCEDURE:

Contractor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State



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agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Contractor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

j. BILLING:

The Contractor is required to "Bill as Shipped" to the respective ordering agency(s), only. Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Contractor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Contractors shall be required to report semi-annually opportunities to enhance the discounts achieved.

k. METHOD OF PAYMENT:

1) For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Contractor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

2) No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

3) The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Contractors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should the Contractor wish to provide a financial incentive to not process payment by P-Card, they are to prepare a



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proposal to clearly outline any incentives for alternative payment methods the Contractor is willing to accept.

I. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, email, fax or State of Delaware's credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

m. MINIMUM WAGE RATES:

Work performed under this Participating Addendum may fall under the State of Delaware Minimum Wage Rates.

n. PREVAILING WAGE:

The prevailing wage law, 29 Del.C. §6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

<http://dia.delawareworks.com/labor-law/prevailing-wage.php>

o. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS:

As a central contract, this agreement shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

- 1) **Termination for Cause:** If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents,



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data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

- 2) **Termination for Convenience:** The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- 3) **Termination for Non-appropriation:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

p. **TERMINATION OF PARTICIPATING ADDENDUM:**

As a central contract, this Participating Addendum may be terminated as follows by:

- 1) **Termination for Cause** - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- 2) **Termination for Convenience** - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.



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3) **Termination for Non-Appropriations** - In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

q. **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the term of this agreement, unless and until a valid executed purchase order has been approved by the State of Delaware Secretary of Finance, and all reasonable procedures of the State of Delaware Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

r. **REMEDIES:**

Except as otherwise provided in this Participating Addendum, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this addendum, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

s. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

t. **AUDIT ACCESS TO RECORDS:**

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or



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other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the Contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

u. SUBCONTRACTS:

Subcontracting is permitted under this Participating Addendum. However, every subcontractor, authorized representative or reseller shall be identified (Attachment C) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Contractor shall be responsible for compliance by the subcontractor or reseller with all terms, conditions and requirements of the Master Agreement and this Participating Addendum and with all local, State and Federal Laws. The Contractor shall be liable for any noncompliance by any subcontractor or reseller. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

v. CONTRACTOR EMERGENCY RESPONSE POINT OF CONTACT:

The Contractor shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the Contractor.

w. CONFIDENTIALITY AND DATA INTEGRITY:

The State of Delaware, Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.



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The Contractor and the State of Delaware shall sign a mutually agreeable Non-Disclosure Agreement (NDA). The mutual NDA shall safeguard the confidentiality and integrity of each party's confidential information. If the Contractor utilizes service partners or service alliances in the performance of work, the Contractor may be required to secure an applicable signed confidentiality statement from such service providers prior to their beginning work.

x. TAX EXEMPTION:

- 1) Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- 2) Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Contractor.

y. DOCUMENT EXECUTION:

The awarded vendor(s) is required to complete the online W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov/w9.shtml>



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ATTACHMENT A

State of Delaware											
Monthly Usage Report											
Supplier Name:		Report Start Date:		Report End Date:		Today's Date:					
Contact Name:		Insert Contract No.									
Contact Phone:											
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Enviro-mentally Preferred Product or Service	Additional Discount Granted	Contract Proposal Price/Rate	Total Spend
								N			\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00

Note: A copy of the Usage Report will be sent by electronic mail to the vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code for each agency and school district and the appropriate UNSPSC code. <http://www.unspsc.org/Search.asp>



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ATTACHMENT B

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:		Report Start Date:		Report End Date:		Today's Date:		Requested detail					Date Paid				
Contract Name/Number		Report Start Date:		Report End Date:		*Minimum Required		Requested detail					Date Paid				
Contact Name:		Report Start Date:		Report End Date:		*Minimum Required		Requested detail					Date Paid				
Contact Phone:		Report Start Date:		Report End Date:		*Minimum Required		Requested detail					Date Paid				
Vendor Name*	Vendor TaxID*	Contract Name/Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

