



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

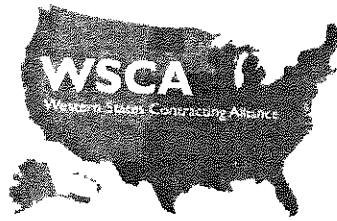
**State of   Louisiana**

**State Contract Number:**

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

- 1. Scope:** This addendum covers all Domestic Vehicle Rental Services, excluding State of Louisiana, within the scope of the WSCA Master Agreement for State Agencies and Political Subdivisions.
- 2. Changes:**
  - A. Participation** Use of specific WSCA cooperative contract by state agencies, colleges, universities and boards and commissions, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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.
  - B. Term:** The term of this Participating Addendum shall be effective July 1, 2011 through June 30, 2012. The Participating Addendum may be mutually renewed for two (2) additional one-year terms, or one additional two-year term, unless terminate pursuant to the terms of the Master Price Agreement. All direct bill account request should be determined/active on or before June 15, 2011.
  - C. Governing Law:** In the event of a conflict between the terms contained within Louisiana procurement statutes and WSCA Master Price Agreement, Louisiana terms and conditions shall apply. In the event any provision of this Participating Addendum or the Master Priced Agreement is contrary to Louisiana Law, such provision shall be null and void. This Participating Addendum shall be governed by Louisiana law.
  - D. Assignment:** No contractor shall assign any interest in this participating addendum by assignment, transfer or novation, without prior written consent of the State of Louisiana. 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 of Louisiana.
  - E. Late Payments:** Interest due by a Louisiana State Agency for late payments shall be in accordance with R.S. 39:1695 and 13:4202.
  - 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 cost.



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**G. Termination for Non-Appropriation of Funds:** The continuation of the contract is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, 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 the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**H. Contract Controversies:** Any claim or controversy arising out of the Participating Addendum shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

**I. Right to Audit:** The Louisiana State Legislative auditor, federal auditors and internal auditors of the State of Louisiana, or others so designated by the State of Louisiana, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

**J. Payment:** The State of Louisiana has implemented a purchasing card program, "LaCarte" and will, in the near future, ePayables using the VISA platform. Vendors may receive payment from monthly billings from the State of Louisiana Agencies by the procurement card/ePayables in the same manner as other VISA purchases. "LaCarte"/ePayables are not mandatory nor will it be the exclusive method of payment. As the State of Louisiana continues to roll out programs, it may become a preferred method of payment.

A purchase order will not be issued for purchased paid by the "LaCarte" procurement card – VISA or the ePayables process purchasing.

The Carrier must keep on file a record of all contract usage including by not limited to the purchases with the "LaCarte" procurement card and/or ePayable process issued against this contract during the contract period where a purchase order was not issued. Carrier will be required to furnish the State with the following information: Item number, quantity, line total and total order.

All billings must include the traveler name and agency name.



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**K. Amendments:** Amendments to the WSCA Master Price Agreement, that have been approved by the WSCA Contract Administrator, 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.

**L. Report Requirements:** Contractor to provide monthly reports to the State of Louisiana, Office of State Purchasing and Travel in accordance with the requirements and format listed in the original contract, Section 4.2.3, developed by the Lead State and supplied to the contractor. Also, for reporting purposes, the agency name and traveler name must be included.

Contractor further agrees to provide additional reports if requested by the State in a format as mutually agreed by both parties.

**M. Global Position System:** GPS systems and accessories will be covered in the loss damage waiver, unless it is due solely to the fault of the traveler the system/accessories were damaged, loss, or stolen.

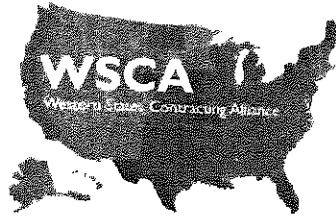
**N. Scope of Services:** This contract will include rental services for domestic rentals/travel locations only. International travel use will not be mandated.

**O. Proper Use of Vehicle, Section 3.1G:** Authorized traveler to include a traveler/driver traveling in that vehicle, meeting all minimum driver requirements, whether identified at time of rental or not, on official state business.

**O. Proper Use of Vehicle, Section 3.1P:** If vehicle is stolen, the Participant should be able to produce the keys.

**P. Connect by Hertz Program:** Available at no charge to obtain hourly rates and reservations only. Hourly rates shall never exceed the daily amount listed for their vehicle class/location.

**Q. Sirius Satellite Radio:** Available at no charge if standard manufactory equipment/allowance at no charge to contract purchaser. Charge should never be an automatic charge, only if specifically specified by traveler with explanation of traveler responsibility for charge.



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**3. Deletions:**

- A. **Daily Loss of Use Fee** – Deleted in its entirety
- B. **Interest, Section 4.6.2.4** – Deleted in its entirety and replaced with Section 2.E of this Participating

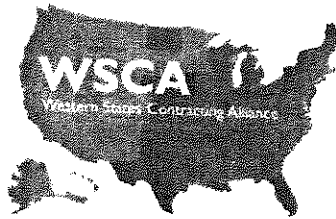
**4. Primary Contacts:**

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](mailto:tim.hay@state.or.us)

b. The primary contact for the Contractor:

Contact: Will Cosby  
Entity: The Hertz Corporation  
Address: 6151 W. Century Blvd, Suite 600  
City, State, Zip: Los Angeles, CA 90045  
Phone: 310-568-6490  
Fax: 888-333-1292  
Email: [wcosby@hertz.com](mailto:wcosby@hertz.com)



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c. The primary contact for the Participating State:

Contact: Tammy Toups  
State/Political Entity: State Of Louisiana  
Address: P.O. Box 94095  
City, State, Zip: Baton Rouge, LA 70804-9095  
Phone: 225-342-8053  
Fax: 225-342-5019  
Email: tammy.toups@la.gov

d. Contractor's Primary Contact for Participating State:

Contact: Tami Vetter  
Entity: The Hertz Corporation  
Address: 1331 North Highway 190, Suite J  
City, State, Zip: Covington, LA 70433  
Phone: 985-809-6619  
Fax: 866-800-3643  
Email: tvetter@hertz.com

5. **Contract Number:** The contract number for the Participating State is  9949 .

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:  Louisiana

Signature:  Denise Lea

Name:  Denise Lea

Title:  Assistant Commissioner

Date:  6/7/11

Contractor: The Hertz Corporation

Signature:  Pamela C. Wright

Name:  Pamela C. Wright

Title:  Vice President, Sales Strategy & Operations

Date:  5.23.11