

# WESTERN STATES CONTRACTING ALLIANCE PARTICIPATING ADDENDUM

## For Vehicle Rentals Between

The State of UTAH and THE HERTZ CORPORATION

This Participating Addendum will add the State of Utah as a participating state to purchase from the WSCA Price Agreement, Number 9949, with The Hertz Corporation.

### 1. Scope:

This addendum covers vehicle rentals within the scope of the WSCA Master Agreement for State agencies and political subdivisions. A political subdivision/local government is defined as any city, county, district or other local governmental body or corporation, including Utah state colleges and K-12 schools empowered to expend public funds. Each political subdivision/local government should make its own determination whether or not the WSCA program is consistent with their procurement policies and regulations.

### 2. Changes:

The following terms and conditions will apply to the Participating Addendum and are added to the contract:

**PRICE AGREEMENT NUMBER:** All purchase orders, invoices, issued to or from the State of Utah, State Agencies, and/or political subdivision/local governments, shall include the State of Utah contract number MA984, in place of WSCA contract # 9949.

**CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.

**RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

**1. Status Verification System**

A. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.

B. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

C. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

D. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

**2. Indemnity Clause for Status Verification System**

A. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

B. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

**DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

**TAXES:** Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

**POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**REPORTS AND FEES:** The Contractor agrees to provide quarterly administrative fee in the form of a Check or EFT payment. The fee will be payable to the Participating Entity for an amount equal to 3.5% of the net sales (net of any returns, credits, or adjustments) under this Addendum for the period. The Contractors WSCA pricing to the Participating Entity may be adjusted to offset for the equivalent fee amount. The attached pricing reflects this 3.5% adjustment and will be the pricing in effect for the initial contract period, subject the terms of the master agreement on any pricing adjustments.

Payment(s) shall be made in accordance with the following schedule:

| <u>Period End</u> | <u>Fee Due</u> |
|-------------------|----------------|
| June 30           | July 31        |
| September 30      | October 31     |
| December 31       | January 31     |
| March 31          | April 30       |

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the Participating Entity during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the state contact listed in this Addendum.

**PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

**3. Primary Contact:**

The primary state government contact for this participating addendum is as follows:

State/Political Entity:

**Contact: Adrian Ruger**  
**Department: State of Utah, Department of Administrative Services**  
**Address: 3150 Sate Office Building, Capital Hill**  
**City, State, Zip: Salt Lake City, UT 84114**  
**Phone: 801-538-3146**  
**Fax: 801-538-3882**  
**Email: aruger@utah.gov**

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**

**4. Contract Number:**

The contract number for the Participating State is MA 984.

**5. Subcontractors:**

None

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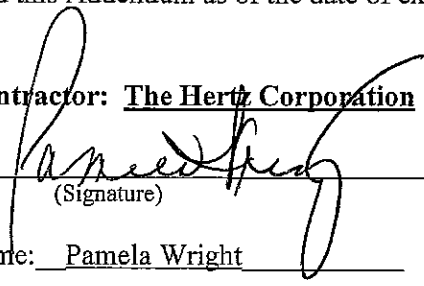
This participating addendum and the WSCA Master Price Agreement, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter thereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Contract, 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 Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

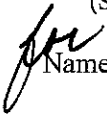
IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of: Utah

Contractor: The Hertz Corporation

By:   
(Signature)

By:   
(Signature)

 Name: Kent D. Beers

Name: Pamela Wright

Title: Director of Purchasing

Title: VP, Strategic & Ops CoE

Date: 12-02-09

Date: 11/13/09



**INTENT TO PARTICIPATE**  
**Cooperative Contract(s) for Nationwide Vehicle Rental Services**

**I. PURPOSE:**

The purpose of this Agreement is to provide the members of the Western States Contracting Alliance (WSCA) and other interested NASPO states with the opportunity to participate in multi-state cooperative contract(s) for Nationwide Vehicle Rental Services.

**II. SCOPE OF THE CONTRACT(S)**

The State of Oregon is authorized by agreement of the participants to act as the procurement officer in developing multi-state cooperative contract(s) for Nationwide Vehicle Rental Services. The resulting contracts will be permissive contracts.

Administrative Fee

A WSCA administrative fee of one-half of one percent (.5%) will be assessed centrally for purchases under the contract. Individual states may optionally add their administrative fee (if any) when the state executes its Participating Addendum.

**III. TERM OF THE CONTRACT**

The initial contract will be established for three (3) years from date of award, with renewal contract extension options for a total potential contract of ten (10) years.

**IV. SOLICITATION AND CONTRACT DEVELOPMENT/ADDITIONAL INFORMATION**

Solicitation and contract development shall be accomplished in compliance with the WSCA and NASPO Agreement of Understanding, incorporated herein by reference.

Solicitation Publication Period

Bidders/offerors will be given over 30 days after publication to submit proposals.

Solicitation Type and Evaluation Criteria

This RFP will be issued and evaluated in concert with the procurement laws and rules of the State of Oregon by a sourcing team composed of members from several states.

Award(s): The solicitation will permit multiple awards for a primary contractor and secondary contractor(s).

Additional Requested Information

*State Specific Terms and Conditions:* If the participating state wishes to include any State specific terms and conditions with the release of this RFP, please attach those with this Intent to Participate.

*Annual Estimated Volume:* Please indicate your estimated annual volume of potential purchase under this proposed contract. \$ 670,000 (2008 calendar yr.)

SIGNATURE

State of Utah

Nancy Orton, Assistant Director  
Printed Name and Title

Nancy Orton  
Signature

5-13-09  
Date

Please scan and email the signed "Intent to Participate" document by May 29, 2009 to:  
Douglas Richins  
WSCA Cooperative Development Director  
[DRichins@AMRms.com](mailto:DRichins@AMRms.com)