



Revision number:

**Purchasing Agent: Adrian Ruger**

**Phone #: (801) 538-3146**

**Email: aruger@utah.gov**

**Item: Vehicle Rental (WSCA)**

**Vendor: 119770A**

**The Hertz Corporation**

**Remit to:**

Hertz Commercial

P.O. Box 268825

Oklahoma City, OK 73126

**Internet Homepage:**

[www.hertz.com](http://www.hertz.com)

**General Contact For State Agencies:**

**Tami Nelson, Travel Manager, State of Utah**

Telephone: (801) 538-3109

Fax number: (801) 538-3485

Email: taminelson@utah.gov

Office Hours: 8:00 AM to 4:30 PM MST

State Agencies are required to book vehicle rentals through the State Travel Office. Cities, counties and political subdivisions, at their option, can also book through the State Travel Office.

**Contact - Optional ordering for cities, counties and political subdivisions:**

**Kirk Russell, Sr. Account Representative**

**The Hertz Corporation**

**656 South State, Orem, UT 84058**

Telephone: (801) 221-1540

Fax number: 1-888-222-8553

Email: krussell@hertz.com

Online: See Optional Ordering Instructions below

**Brand/trade name:** Hertz Car Rentals

**Price:** See Attached Price List

**Terms:** NET 45 (for invoicing option)

**Effective dates:** December 2, 2009 through October 18, 2012

**Potential renewal options remaining:** Seven 1-year options

**Price guarantee period:** One Year



**Ordering Instructions for State Agencies:**

**Contact Tami Nelson at the State Travel Office. You will find contact information at [www.finance.utah.gov/travel](http://www.finance.utah.gov/travel) on the "who to call" link. For participating political subdivisions, reservations may also be made online using a special link set up just for the State of Utah, or via the rental car company's toll-free reservation line. Please contact Tami Nelson at (801) 538-3109 for the online link and/or toll-free phone number.**

**Optional for Cities/Counties/Political Subdivisions:**

Access the State of Utah's rates/benefits with Hertz via a travel agency, the web (hertz.com) or Hertz Reservations at 1-800-654-3131. Reference the State of Utah's CDP number 0198552 (Corporate Discount Program). Traveler will receive the pricing/benefits associated with the State's program with Hertz and the pricing in this contract. You may also order the vehicles thru our e-links. Contact Tami Nelson at the State Travel Office phone number above to obtain e-link information.

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**THIS IS A NEW CONTRACT.**

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BID NO. –

This is a multiple-award contract. Refer to contract MA985 before making a decision.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies and political subdivisions will place orders per the instructions above.

			Insurance Coverage:				
Proposer Name: Hertz Corporation							
Rate with 3.5% added	1.035						
	<b>Hourly</b>	<b>Daily</b>	<b>Weekly</b>	<b>30 days</b>	<b>31-90 days</b>	<b>91-160 days</b>	<b>161 + days</b>
Compact	N/A	27.95	21.95	19.97	19.97	18.96	17.97
Standard / Intermediate	N/A	32.09	25.21	22.91	22.91	21.78	20.63
Full Size	N/A	34.16	26.84	24.39	24.39	23.17	21.95
Mini-Van	N/A	61.07	47.98	43.61	43.61	41.44	39.26
12 Passenger Van	N/A	81.77	64.24	58.41	58.41	55.49	52.57
Sm. SUV (5 Passenger)	N/A	61.07	47.98	43.61	43.61	41.44	39.26
Lg. SUV (7-8 Passenger)	N/A	81.77	64.24	58.41	58.41	55.49	52.57
Luxury/Premium	N/A	81.77	64.24	58.41	58.41	55.49	52.57
Jeep	N/A	81.77	64.24	58.41	58.41	55.49	52.57
Convertible	N/A	81.77	64.24	58.41	58.41	55.49	52.57
Hy-Brid	N/A	50.72	39.85	36.23	36.23	34.41	32.60
Alternative Fuel	N/A	50.72	39.85	36.23	36.23	34.41	32.60
Small Pick-Up	N/A	81.77	64.24	58.41	58.72	55.49	52.57
Large Pick-Up	N/A	102.47	80.51	73.18	73.18	69.53	65.87
Cargo Van							
One Way Daily Differential Fee \$ 129.38 fee will be charged for One Way rentals over 500 miles							
			Daily Differential				
City surcharge or differential rates:	City	or Surcharge Rate					
	Burbank AP	CA	3.11				
	John Wayne AP	CA	3.11				
	Oakland AP	CA	3.11				
	San Jose AP	CA	3.11				
	Pullman	WA	6.21				
	Spokane	WA	6.21				
	Idaho Falls	ID	6.21				
	Boise	ID	6.21				
	Pocatello	ID	6.21				
	Sun Valley	ID	6.21				
	Boston	MA	8.28				
	Baltimore	MD	8.28				
	Washington	DC	8.28				
	Chicago	IL	8.28				
	Detroit	MI	8.28				
	Philadelphia	PA	8.28				

		Bend	OR	10.35			
		Klamath Falls	OR	10.35			
		Medford	OR	10.35			
		Pendleton	OR	10.35			
		Redmond	OR	10.35			
		Salem	OR	10.35			
		Sun River	OR	10.35			
		Pasco	WA	10.35			
		Walla Walla	WA	10.35			
		Wenatchee	WA	10.35			
		Yakima	WA	10.35			
		Missoula	MT	10.35			
		Butte	MT	10.35			
		San Luis Obispo	CA	13.46			
		Newark	NJ	19.67			
		New York Metro	JFK, LGA	30.02			

# 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

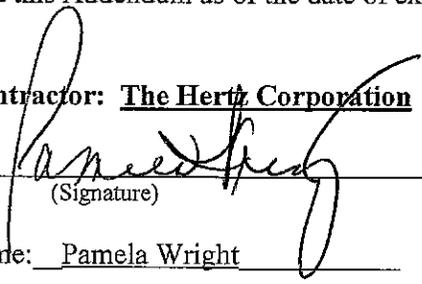
By:   
(Signature)

for  
Name: Kent D. Beers

Title: Director of Purchasing

Date: 12.02.09

Contractor: The Hertz Corporation

By:   
(Signature)

Name: Pamela Wright

Title: VP, Strategic & Ops CoE

Date: 11/13/09



**FINET COMMODITY CODE (S):** For agency use only.

9751400000 - AUTOMOBILES AND OTHER PASSENGER VEHICLES (INCLUDING EMERGENCY TYPE)  
RENTAL OR LEASE.

00000 - GENERIC COMMODITY CODE