



18465

**State of Colorado**  
**State Contract Number: 97514YYY14M/WSCA**

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This Participating Addendum ("Addendum") adds the State of Colorado as a Participating State (hereinafter "Participating State") under the WSCA Master Price Agreement, Number 9949 ("Price Agreement"), with The Hertz Corporation listed on Schedule 1 to the Price Agreement, (hereinafter "Contractor" and, collectively with the Participating State, the "parties"), which is administered by the State of Oregon.

1. Scope: This Addendum covers Nationwide Vehicle Rental Services within the scope of the Price Agreement for the State Agencies and Political Subdivisions of the Participating State.
2. Definitions: For the purposes of this Addendum, the following terms shall have the definitions set forth below:
  - a. "Institutions of Higher Education" means Colorado State universities and colleges.
  - b. "Political Subdivision" means a county, city and county, city, town, service authority, school district, local improvement district, law enforcement authority, city or county housing authority, or water, sanitation, fire protection, metropolitan, irrigation, drainage, or other special district, or any other kind of municipal, quasi-municipal, or public corporation organized pursuant to laws of the Participating State
  - c. "SPO" means the Colorado State Purchasing Office.
  - d. "State Agency" means any department, board, bureau, commission, institution, or other agencies of the Participating State, including Institutions of Higher Education.
  - e. "STMP" means the State of Colorado, State Travel Management Program.
  - f. "UCC" means the Uniform Commercial Code of the State of Colorado, Title 4 of the Colorado Revised Statutes."
3. Changes: (To address any State Specific Changes).
  - a. Subsection 8.1.1 of the Price Agreement shall be deleted in its entirety and the following inserted in lieu thereof:

**"8.1.1** Recovery of any and all damages suffered as the result of Contractor's default, including but not limited to direct, indirect, incidental and consequential damages as provided in this Price Agreement or under applicable Colorado law.
  - b. Clause (1) of Section 10.2 of the Price Agreement shall be deleted in its entirety and the following inserted in lieu thereof:

"(i) the amount of deficiency, together with interest thereon at the maximum legal rate in the State of Colorado, and"
  - c. Section 12.0 of the Price Agreement shall be amended as follows:

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- (i) The first (1<sup>st</sup>) paragraph of Section 12.0 shall be deleted in its entirety.
- (ii) The words "In addition," at the beginning of the second (2<sup>nd</sup>) paragraph of Section 12.0 shall be deleted.
- (iii) The third (3<sup>rd</sup>) paragraph of Section 12.0 shall be deleted in its entirety and the following inserted in lieu thereof:

"The State respects the environment and desires to do business with vendors who share this concern. Accordingly, the vendor agrees that, wherever possible, all reports, catalogs, correspondence, or other submittals will be made on recycled paper and with copying on both sides of the pages. (Recycled paper meaning not less than 50% of the total weight consisting of secondary and post-consumer waste, and not less than 10% total weight consisting of post-consumer waste.)"

- (iv) The following shall be inserted as the fourth (4<sup>th</sup>) paragraph of Section 12.0

"Contractor shall comply with all State of Colorado executive orders, rules, and policies, both in existence and those created during the term of this Price Agreement, applicable to this Price Agreement and any resulting Price Agreement, all of which are incorporated herein by reference to the extent applicable".

- d. Section 17.0 of and Exhibit C to the Price Agreement shall be deleted in their entirety and the following inserted in lieu thereof:

**17.0. INSURANCE.**

**17.1 Standard Insurance Requirements.**

- 17.1.1 Contractor shall obtain, and maintain at all times during the term of this agreement, insurance in the following kinds and amounts via policies of insurance or as a self-insurer:

- (i) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of their employment.
- (ii) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
  - a. \$1,000,000 each occurrence;
  - b. \$1,000,000 general aggregate;
  - c. \$1,000,000 products and completed operations aggregate; and
  - d. \$50,000 any one fire.



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If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Contractor shall immediately provide additional coverage to restore the full aggregate limit and furnish to the Participating State a certificate or other document satisfactory to the Participating State showing compliance with this provision.

(iii) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

- 17.1.2 The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance coverage (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of Contractor will be primary over any insurance or self-insurance program carried by the Participating State or any Participating Entity.
- 17.1.3 The coverage shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.
- 17.1.4 Contractor will require all insurance coverage in any way related to this Addendum and secured and maintained by Contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the Participating State, its agencies, institutions, organizations, officers, agents, employees, volunteers and Participating Entities.
- 17.1.5 All policies evidencing the insurance coverage's required hereunder shall be issued by insurance companies satisfactory to the Participating State.
- 17.1.6 Contractor shall provide certificates showing insurance/self-insurance coverage required by this Addendum to the Participating State within 7 business days of the effective date of this Addendum, but in no event later than the commencement of the services or delivery of the goods under this Addendum and the Price Agreement. No later than 15 days prior to the expiration date of any such coverage, Contractor shall deliver to the Participating State certificates of insurance/self-insurance evidencing renewals thereof. At any time during the term of this Addendum, the Participating State may request in writing, and Contractor shall thereupon within 10 days supply to the Participating State, evidence satisfactory to the Participating State of compliance with the provisions of this section.
- 17.1.7 Workers' Compensation Insurance as required by Colorado or other applicable state statute, and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of their employment.



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- e. The word "Oregon" shall be deleted from Subsection 19.2 of the Price Agreement and the word "Colorado" shall be inserted in lieu thereof.
- f. Subsection 20.2 of the Price Agreement shall be amended as follows:
  - (i) The words "Oregon Attorney General" in the first sentence of Subsection 20.2 shall be deleted and the words "Colorado Attorney General" shall be substituted in lieu thereof.
  - (ii) The words "Department of Justice" in the second paragraph of Subsection 20.2 shall be deleted and the words "Department of Law" shall be substituted in lieu thereof.
- g. The word "Oregon" shall be deleted from Subsection 22.1 of the Price Agreement and the word "Colorado" shall be inserted in lieu thereof.
- h. Subsection 22.2 of the Price Agreement shall be deleted in its entirety and the following shall be inserted in lieu thereof:

"Any claim, action suit or proceeding (collectively, "Claim") between the Participating State and Contractor that arises from or relates to the Price Agreement or this Participating Addendum shall be brought and conducted solely and exclusively within the Circuit Court for the City and County of Denver, Colorado; provided, however, if a Claim may be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Colorado. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the Participating State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United State Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon."
- i. Section 2.10 of Exhibit A (Scope of Work) to the Price Agreement shall be amended to exclude the following "Specialty Class Vehicles" from and such classes of vehicles shall not be available under this Addendum.
  - (i) Premium vehicles;
  - (ii) Convertible vehicles; and
  - (iii) Jeep vehicles.
- j. The following is inserted at the beginning of Section 6.2 of Exhibit A to the Price Agreement:

"6.2 USING STANDARD RENTAL FORM. Anything in this Section 6.2 or this Price Agreement to the contrary, Contractor may request a Participant to sign Contractor's Standard Rental solely to document the delivery of the vehicle, to provide the time and place of return of the vehicle, the applicable Contract rates and the computation method of charges. Any provision of a Standard Rental Form or any other Contractor documentation which purports to place an



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obligation on the Participating State or any Participating Entity to indemnify or hold harmless the Contractor or any other party shall be null and void.”

4. Rebate/VCF Fees: Pursuant to Section 4.0 of the Price Agreement, the Participating State’s rebate or VCAF fees, attached to this Participating Addendum as Attachment 1 (Additional Terms and Conditions) are added to Exhibit E of the Price Agreement.
5. In addition to the reports set forth in Sections 4.1.3 and 4.2.3 of Exhibit A to the Price Agreement, Contractor shall submit to the Participating State the additional reports set forth in Attachment 1 (Additional Terms and Conditions) to this Participating Addendum.
6. This Addendum or any order issued under this Addendum may be terminated or amended under any of the following circumstances:
  - a. At anytime by the mutual written agreement of the Parties.
  - b. By the Participating State upon thirty (30) days prior written notice to Contractor:
    - (i) upon any failure of the Participating State or a purchasing Participating Entity to receive funding, appropriations, limitations, allotments or other expenditure authority, including the continuation of program operating authority sufficient, as determined in the discretion of the Participating State or such purchasing Participating Entity, to sustain purchases at the levels contemplated at the time of contracting; or
    - (ii) upon any change in law or program termination that makes purchases under the Price Agreement or this Addendum no longer authorized or appropriate for the use of the Participating State or the purchasing Participating Entity; or
    - (iii) at its sole discretion.
  - c. By the Participating State if Contractor is in default of this Addendum or the Price Agreement.
  - d. By Contractor, upon thirty (30) days written notice to the Participating State, if the Participating State is in default of this Addendum or the Price Agreement.
7. 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



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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)

**c. The primary contact for the Participating State:**

Contact: Denise Kincaid  
State/Political Entity: State of Colorado  
Division of Finance and Procurement  
State Purchasing Office  
Address: 633 17<sup>th</sup> Street, Suite 1520  
City, State, Zip: Denver, CO 80202  
Phone: 303-866-6147  
Fax: 303-866-6016  
Email: [denise.kincaid@state.co.us](mailto:denise.kincaid@state.co.us)

**d. The State Travel Management Program (STMP) contact for the Participating State:**

Contact: Lenora Kingston, State Travel Manager  
State/Political Entity: State of Colorado  
Division of Central Services  
Address: 1001 E. 62<sup>nd</sup> Ave., Rm. A-31  
City, State, Zip: Denver, CO 80216  
Phone: 303-866-3986  
Fax: 303-866-5302  
Email: [lenora.kingston@state.co.us](mailto:lenora.kingston@state.co.us)

**e. Contractor's Primary Contact for Participating State:**

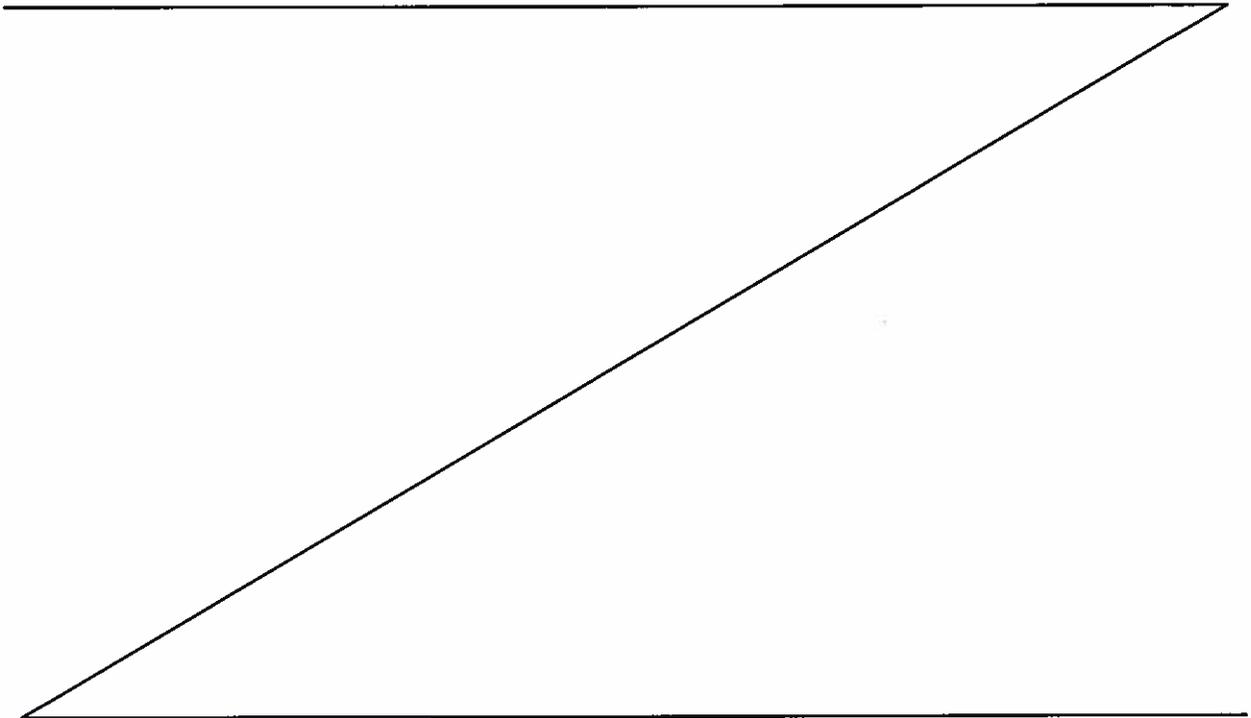
Contact: Laura Melish  
Entity: Sales Representative  
Hertz Corporation  
Address: 24890 E 78th Av  
City, State, Zip: Denver, CO 80249  
Phone: 303-944-5728  
Fax: 866-444-0271  
Email: [LMelish@hertz.com](mailto:LMelish@hertz.com)

8. Contract Number: The contract number for this Participating Addenda is 97514YYY14/WCSA.



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9. This Addendum and the Price Agreement, together with their respective exhibits and attachments, set forth the entire agreement between the parties with respect to the subject matter hereof and thereof. No previous communication, representation or agreement, whether oral or written, with respect to the subject matter hereof or thereof shall have any force or effect whatsoever, unless embodied herein or therein. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with their respective exhibits and attachments, shall not be added to or incorporated into this Addendum or the Price Agreement and their respective 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 Price Agreement and their respective exhibits and attachments shall prevail and govern in the case of any such inconsistent or additional terms. The terms and conditions contained in this Addendum shall take precedence over the Price Agreement as they relate to purchases of the Participating State, State Agencies, Political Subdivisions and other authorized purchasers within the State of Colorado. In the event of any conflict between this Addendum and its exhibits and attachments, such inconsistencies shall be resolved by reference to the documents in the following order of priority: (a) the main body of this Addendum; (b) exhibits to the Price Agreement; (c) the transaction details contained in the Standard Rental form; and (d) Attachment 1 (Additional Terms and Conditions) to this Addendum.





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**SPECIAL PROVISIONS**

These Special Provisions apply to all contracts except where noted in *italics*.

- 1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- 4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
- 5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 6. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- 7. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in



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place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

**12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.



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**THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM**

**\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

<p><b>CONTRACTOR</b> The Hertz Corporation</p> <p>By: <u>Pamela Wright</u> Title: <u>Authorized Officer</u> <u>VICE PRESIDENT, SALES STRATEGY + OPS</u></p> <p><i>[Signature]</i> *Signature</p> <p>Date: <u>6/9/10</u></p>	<p><b>STATE OF COLORADO</b></p> <p><i>Bill Ritter, Jr. GOVERNOR</i></p> <p>Department of Personnel &amp; Administration</p> <p><i>[Signature]</i> By: <u>Rich Gonzales, Executive Director</u></p> <p>Date: <u>6/9/10</u></p>
<p>2nd Contractor Signature if Needed</p> <p>By: _____ Title: _____</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p><b>LEGAL REVIEW</b> John W. Suthers, Attorney General</p> <p>By: _____</p> <p>Signature - Assistant Attorney General</p> <p>Date: _____</p>

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.**

**STATE CONTROLLER**  
David J. McDermott, CPA

By: Robert Jones

Date: 6-11-10



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**Attachment 1 – Additional Terms and Conditions  
to  
WCSA Participating Addendum  
between  
the State of Colorado  
and  
the Hertz Corporation**

1. Contractor shall pay the following administrative fees directly to the Participating State, as permitted under Section 4.6.1 of Exhibit A (Scope of Services) to the Price Agreement.
  - 1.1 The Participating State Administrative Rebate authorized under Section 4.6.2 of Exhibit A to the Price Agreement is incorporated into this Addendum in accordance with Section 4.6.3 of Exhibit A and shall be paid to the Participating State as provided in Section 4.6 of Exhibit A.
  - 1.2 The STMP Administration Fee authorized under annotation "a" for all line items in the Long Bill group (4) Central Services, (A) Administration, in H.B.10-1376 shall be based on, and applicable to, all purchases made under the Price Agreement in the Participating State of Colorado. "Purchases" are defined as base charges further defined below. STMP operates as a cash-funded entity within Colorado State government and, as a result, must pay for its entire costs from revenues generated by its activity. To that end, the Participating State requires a revenue share from its automobile rental suppliers. Contractor shall provide a revenue share, on a quarterly basis, of four percent (4%) of total base charges for each quarter. "Base charges" are defined as total charges, less refunds, any transaction related taxes, and other governmental fees and/or passenger facility charges. The STMP Administration Fees shall be remitted to STMP within 30 days of the end of the quarter.
    - 1.2.1 **The STMP Administrative Fees shall be made payable to the State Travel Management Program, in the form of check , attention: Lenora Kingston, Division of Central Services, 1001 E. 62<sup>nd</sup> Ave., Room A-31, Denver, CO 80216.**
  - 1.3 The State of Colorado is authorized by the Colorado General Assembly to collect a fee for the administration of this Addendum (the "Colorado Administrative Fee"). On a quarterly basis, the Contractor shall return to the State of Colorado, a fee of 1.00 % (.0100 multiplication factor) of the total sales by all Participating Entities (i.e., State Agency, Institution of Higher Education and political subdivision) during that quarter, to assist with the costs of administering this Addendum and the Price Agreement for the State of Colorado. The Colorado Administration Fees shall be remitted to the State within 30 days of the end of the quarter.
    - 1.3.1 **The Colorado Administration Fees shall be made payable to the Colorado State Treasurer by a check submitted to the State Purchasing Agent responsible for this agreement.**



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1.4 The quarter periods are January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31 of any given year. Checks for all of the foregoing administrative fees must be submitted on or before the required 30 days after the end of the quarter.

**2. Volume Reports**

2.1 Quarterly Volume Reports. Quarterly reports are due 15 calendar days after the end of each calendar quarter. This is a mandatory requirement. Failure to provide these reports may result in the cancellation of the Addendum. In addition, failure to submit volume reports as required may impact future eligibility to compete for Participating State's price agreements. These reports must be submitted to the SPO and must contain the following information:

- 2.1.1 The Total Sales Dollars spent by State Agencies, Institutions of Higher Education, Political Subdivisions and Non-Profits in conjunction with the price agreement for the given quarter. Amounts are to be totaled individually for each of the four groups specified.
- 2.1.2 The Total Regular (List) Pricing of Total Sales spent by State Agencies, Institutions of Higher Education, Political Subdivisions and Non-Profits in conjunction with the price agreement for the given quarter. Amounts are to be totaled individually for each of the four groups specified.
- 2.1.3 The Total Estimated Cost Savings by State Agencies, Institutions of Higher Education, Political Subdivisions and Non-Profits on the price agreement for the given quarter. Amounts are to be totaled individually for each of the four groups specified.
- 2.1.4 The Total Paid by Procurement Card by State Agencies, Institutions of Higher Education, Political Subdivisions and Non-Profits on the price agreement for the given quarter. Amounts are to be totaled individually for each of the four groups specified.
- 2.1.5 The Total Green Sales by State Agencies, Institutions of Higher Education, Political Subdivisions and Non-Profits on the price agreement for the given quarter. Amounts are to be totaled individually for each of the four groups specified.
- 2.1.6 The total dollars spent by certified non-profits in conjunction with the Price Agreement,
- 2.1.7 The total estimated dollars saved by certified non-profits on the Price Agreement,

2.2 Contractor also shall provide detailed reports to any State Agency requesting usage under this Addendum and the Price Agreement.

2.3 Comprehensive Sales History Reports. In addition, Contractor shall furnish comprehensive sales history reports to the SPO approximately once per year or at any time within 15 days notice from the SPO. Comprehensive reports must contain the following information for the particular time period (normally 10 to 12 months) requested:

- 2.3.1 The name of each State Agency or institution, State institution of higher education and Political Subdivision that has made purchases and the dollar amount purchased by each State Agency, institution, or Political Subdivision in conjunction with this Addendum and the Price Agreement.



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**3. Motor Pool Overflow Use**

The Colorado Division of Central Services operates the State Motor Pool at 1555 Sherman -- Alley, Denver, Colorado, exclusively for Participating State employees. The Motor Pool, at times, has more demand than it can meet.

Contractor shall meet this need from a proximate location or in a timely fashion. The State Motor Pool shall pay for any rental by means of the Travel Payment Program. The Motor Pool warrants that only Participating State renters will access rental vehicles in this manner.

**4. Third Party Rentals**

The Participating State makes use of the Travel Payment Program-Central Travel cards that are centrally billed to the Participating State through a travel arranger or coordinator. Individual travelers do not have possession of the Central Travel cards.

Contractor shall accept the Travel Payment Program-Central Travel card to be used on behalf of authorized third parties. Such transactions shall be conducted telephonically or electronically. A Participating State representative shall not be required to appear physically at the automobile,

Contractor is advised that the Participating State currently is restricting the distribution of the Travel Payment Program-Individual Cards and encouraging increased usage of the Central Travel card (corporate liability).

STMP will work with Contractor to establish an acceptable process to facilitate these needs. See [www.colorado.gov/travel](http://www.colorado.gov/travel) Auto Rental Page; Third-Party Billing process for examples of current processes in place.

STMP has verified that Contractor is willing and able to address this requirement.

**5. Mandatory use of the State of Colorado *Travel Payment Program***

**8.1 "Travel Payment Program"** means one or more of the following three forms of payment with the Travel Payment Program Provider (Currently, U.S. Bank VISA):

5.1.1 **"CTS"** means the centrally billed airfare accounts; and

5.1.2 **"Central Travel Card"** means the centrally billed corporate liability cards; and

5.1.3 **"Individual Card"** means the individual-contingent liability cards in which the traveler bears the responsibility for payment. However, the Participating Political Subdivision bears the responsibility of reimbursing legitimate business travel expenses.

**5.2 "Participating Political Subdivision"** means a Political Subdivision that elects to participate in the State Travel Management Program.



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5.3 Participating Political Subdivisions and State Agencies are contractually required to use the State Travel Payment Program to facilitate payment for travel related purchases. Contractor shall ONLY accept the Travel Payment Program – Central Travel card and/or Individual card for vehicle(s) rented through this Addendum and the Price Agreement.

5.4 STMP shall provide to Contractor a current list of Participating Political Subdivisions and State Agencies to assist with facilitating this requirement.

**6. No Required Payment Mechanism**

**6.1 Non-STMP Participating Political Subdivision(s).**

6.1.1 Political Subdivision(s) that are not currently participating in STMP are NOT contractually required to use the Travel Payment Program. Therefore, the method of payment shall be determined between Contractor and Non-STMP Participating Political Subdivision(s).

**6.2 Participating State Approved Non-Profit Organization(s) have entered into a Cooperative Purchasing Agreement with the SPO.**

6.2.1 Non-Profit Organization(s) that are not currently participating in STMP are NOT contractually required to use the Travel Payment Program. Therefore, the method of payment shall be determined between Contractor and Non-STMP Participating Non-Program Organization(s).

6.2.2 A Participating Nonprofit Organization, once qualified as a local public procurement unit by the SPO, may rent vehicles under the Addendum and the Price Agreement and Contractor has the right to modify payment terms based on its credit assessment of the Nonprofit Organization. Purchases by the Nonprofit Organization may be made by a purchase order or other form of contract issued by the Nonprofit Organization to Contractor.

6.2.3 The Nonprofit Organization shall be solely responsible any vehicle rental rented by it under the Addendum and the Price Agreement, including without limitation the obligation to make payment to Contractor hereunder and thereunder.

7. Any changes to STMP during the term of the Addendum shall be incorporated automatically as a part of this Exhibit A (Scope of Work) upon receipt by Contractor from the Participating State of written notice of such changes. The State of Colorado, Department of Personnel reserves the right to provide additional requirements, as does STMP.