STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 10/9/2019

CONTRACT #: 8002609 **NIGP CODE:** 975-1440

CONTRACT FOR: Vehicle Rental Services – Short Term

CONTRACTOR: The Hertz Corporation **VENDOR CODE #:** 311151

SUBMITTED FOR ACCEPTANCE BY:

ERICA BRISSON, PURCHASING AGENT DATE 10-9-19
BUREAU OF PURCHASE AND PROPERTY

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RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III DATE 10/9/19
BUREAU OF PURCHASE AND PROPERTY

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APPROVED FOR ACCEPTANCE BY:

GARY S. LUNETTA, DIRECTOR DATE 10/9/19
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

CHARLES M. ARLINGHAUS, COMMISSIONER DATE 10-10-19
DEPARTMENT OF ADMINISTRATIVE SERVICES

NASPO ValuePoint
PARTICIPATING ADDENDUM

NATIONWIDE VEHICLE RENTAL SERVICES
Led by the State of **Oregon**

Master Agreement #: 9409

Contractor: **THE HERTZ CORPORATION**

Participating Entity: **STATE OF NEW HAMPSHIRE**
Participating Addendum Number: 8002609

The following products or services are included in this contract portfolio:

- *Removable Example: All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Nationwide Vehicle Rental Services led by the State of Oregon for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of ***[New Hampshire*** Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jeffrey Greene
Address:	3323 N Military Hwy, Norfolk, VA 23518
Telephone:	540-841-8455
Fax:	
Email:	jgreene@hertz.com

Participating Entity

Name:	Erica Brisson
Address:	25 Capitol Street, Room 102, Concord, NH 03301-6312
Telephone:	603-271-7272
Fax:	
Email:	Erica.Brisson@das.nh.gov

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

Master Agreement, Paragraph 30 Defaults and Remedies
Add the following as subparagraph c (7):
Recover any and all damages suffered as the result of Contractor's default, including but not limited to direct, indirect, incidental and consequential damages and damages provided by any other applicable New Hampshire law.

Master Agreement, Paragraph 33 Indemnification
Add the following as subparagraph c:
The New Hampshire Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State of New Hampshire and/or its officers, employees and agents prior to such action or representation. Further, the State of New Hampshire, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State of New Hampshire's sole discretion it determines that (I) proposed counsel is prohibited from the particular representation contemplated; (II) counsel is not adequately defending or able to defend the interests of the State of New Hampshire, its officers, employees and/or agents; (III) important governmental interests are at stake; or (IV) the best interests of the State of New Hampshire are served thereby.

Vehicle Master Agreement, Paragraph 35. Governing Law and Venue
Add the following:

This Participating Addendum and any dispute under the Price Agreement based upon a performance under this Participating Addendum, shall be governed by the laws of the State of New Hampshire. Venue for any claim, dispute or action concerning an order placed against this Participating Addendum or the effect of this Participating Addendum shall be in the State of New Hampshire.

Conditional Nature of Participating Addendum.

Add the following as Paragraph 39:
Notwithstanding any provision in the Participating Agreement to the contrary, all obligations of the State of New Hampshire, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State of New Hampshire shall immediately notify the Contractor, have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Participating Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account designated by the State for purpose of funding this Participating Agreement in the event funds in that Account are reduced or unavailable.

Federal Funding Requirements

Add the following as Paragraph 40:
If the Participating Addendum is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issues to implement these regulations. The Contractor further agrees to permit the State or United States, on not less than fifteen (15) days prior written notice, access to any of the Contractor's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants conditions of the Participating Agreement. Any such access shall be during normal working hours.

Termination for Conflict of Interest

Add to paragraph 28: Cancellation
The State of New Hampshire may terminate the Participating Addendum by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of contracts.
In the event the Participating Agreement is terminated as provided above, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Participating Agreement by the Contractor if the Contractor knew or should have known about such conflict of interest.

Right to Offset

Add the following as Paragraph 41:
The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Participating Agreement those liquated amounts required or permitted by NH RSA 80:7 through 7-C or any other provision of law.

5. Reserved

6. Subcontractors: All contactors, dealers, and resellers authorized in the State *of New Hampshire*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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

Participating Entity: State of New Hampshire	Contractor: The Hertz Corporation
Signature:	Signature:
Name: Charles M. Arlinghaus	Name: Kevin Knorr
Title: Commissioner, Dept. of Administrative Services	Title: Director of Government Sales
Date: 10-10-19	Date: 10/03/2019

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]