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

**DATE:** 10/25/2019

**CONTRACT #:** 8002610 **NIGP CODE:** 975-1440

**CONTRACT FOR:** Vehicle Rental Services – Short Term

**CONTRACTOR:** Enterprise **VENDOR CODE #:** 175660

**SUBMITTED FOR ACCEPTANCE BY:**

ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY
DATE 10/25/19

**********

**RECOMMENDED FOR ACCEPTANCE BY:**

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY
DATE 10/25/19

**********

**APPROVED FOR ACCEPTANCE BY:**

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
DATE 10/25/19

**********

**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
DEPARTMENT OF ADMINISTRATIVE SERVICES
DATE 10-28-19

Form Revised 8/23/2019 LMR

**Exhibit A to NASPO ValuePoint Master Agreement**

**MASTER AGREEMENT # 9408**

**PARTICIPATING ADDENDUM**

**NASPO ValuePoint**
**PARTICIPATING ADDENDUM #_ 8002610.**

**NATIONWIDE CAR RENTAL SERVICES**
**Lead by the State of Oregon ("Lead State")**

**Master Agreement #: 9408**
**Contractor: The Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement**

Participating Entity: **State of *New Hampshire***

The following Goods or services are included in this Addendum:

- *All Goods and accessories listed on the Contractor page of the NASPO ValuePoint website.*

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the car rental services provided by Contractor under the Enterprise Rent-A-Car and National Car Rental brands, led by the State of Oregon for use by state agencies and other entities located in the Participating State *New Hampshire* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of ***New Hampshire***. The Participating Entity hereby represents that all such entities authorized to use statewide contracts shall be bound by all of the Terms and Conditions of the Master Agreement and this Addendum as if each such entity were an original signatory hereto. 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: | Craig Lacko |
| Address: | 4041 Airport Center Drive, Palm Springs, CA 92264 |
| Telephone: | (415) 290-1369 |
| Fax: | (918) 401-8812 |
| Email: | Craig.Lacko2@ehi.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 Contractor and 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 30.c (6):

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.

**Master Agreement, Paragraph 35. Governing Law and Venue**

Add the following:

This Participating Addendum and any dispute under the Master 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.**
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 and shall terminate the Participating Agreement immediately by 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**
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, in each instance as such provisions and/or regulations apply to Contractor or the services to be provided by Contractor. 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**
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**
The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Participating Agreement any amounts of taxes owed by Contractor to the State as 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. Request for Service: Any rental completed by a Participating Entity or Purchasing Entity for car rental services available from this Master Agreement shall be deemed to be a Purchase of Service (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Request for Service agree in writing that another contract or agreement applies to such Request for Service.

8. Notwithstanding anything in the Master Agreement to the contrary, the drop fee for Home City or non-airport in-state one-way rentals (i.e. vehicles picked up and dropped off in the same state) in the State of New Hampshire shall be $0.00.

9. Contractor shall provide the car rental services specified by the State of New Hampshire at the firm, fixed prices specified in the Master Agreement. All references to the State of Oregon in the Master Agreement shall be deemed to refer to the State of New Hampshire with the exception of information specific to the State of Oregon such as background information, statistical/factual information, etc.

10. Notwithstanding anything in the Master Agreement to the contrary, the drop fee for Home City or non-airport in-state one-way rentals (i.e. vehicles picked up and dropped off in the same state) in the State of New Hampshire shall be $0.00.

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

| Participating Entity:<br>State of New Hampshire | Contractor: The Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement |
|---|---|
| Signature: | Signature: |
| Name:<br>Charles M. Arlinghaus | Name:<br>Authorized Officer |
| Title:<br>Commissioner,<br>NH Department of Administrative Services | Title:<br>Secretary or Assistant Secretary |
| Date: | Date: October 24, 2019 |

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

| | |
|---|---|
| Cooperative Development Coordinator: | Tim Hay, CPPB |
| 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.]***