

STATE OF NEW HAMPSHIRE
 Department of Administrative Services
 Division of Procurement and Support Services
 Bureau of Purchase and Property
 State House Annex
 Concord, New Hampshire 03301

Date: October 25, 2019

NOTICE OF CONTRACT

COMMODITY: STATEWIDE VEHICLE RENTAL SERVICES – SHORT TERM

CONTRACT NO.: 8002609

NIGP: 975-1440

VENDOR: The Hertz Corporation **VENDOR #:** 311151
 8501 Williams Rd.
 Estero, Florida 33928

RESERVATIONS: 800-654-3131

CONTACT PERSON(S): Jeffrey Greene, Government Key Account Manager
Tel. No.: 540-841-8455
E-Mail: jgreene@hertz.com

Nadika Perera, Government Program Administrator
Tel. No.: 239-301-7635
E-Mail: nadika.perera@hertz.com

EFFECTIVE FROM: October 19, 2019 through May 20, 2021

F.O.B.: F.O.B. Destination to any location within the State of New Hampshire

ORDERING: State agencies will place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

QUESTIONS: Direct any questions to Erica Brisson, 603-271-7272 or Erica.Brisson@das.nh.gov

PRODUCTS & PRICING:
 If traveling outside of New Hampshire, please contact your agency fleet manager or the State Fleet Manager, Tara Merrifield at 603-271-7411 to request an EZ Pass Transponder.

Hertz Base Rates			
Vehicle Type	Daily	Weekly	30 Days
Sedans			
Compact (B)	\$31.00	\$155.00	\$620.00
Standard/Intermediate (C & D)	\$33.00	\$165.00	\$660.00
Full Size (F)	\$36.00	\$180.00	\$720.00
Passenger Vans			
Mini-Van (R)	\$54.00	\$270.00	\$1,080.00
12 Passenger Van (Specialty) (M)	\$95.00	\$475.00	\$1,900.00
SUV's			
Sm. SUV (5 Passenger) (L)	\$54.75	\$273.75	\$1,095.00
Lg. SUV (7-8 Passenger) (T)	\$84.50	\$422.50	\$1,690.00

Pick-Ups/Cargo			
Small Pick-Ups (O6)	\$57.50	\$287.50	\$1,150.00
Large Pick-Up (S)	\$59.00	\$295.00	\$1,180.00
Green Vehicles			
Intermediate Hybrid (E6)	\$45.00	\$225.00	\$900.00
Specialty			
Premium (I, G)	\$60.00	\$300.00	\$1,200.00

This Participating Addendum adds the State of New Hampshire (hereinafter "Participating State") as a Participating entity to purchase from the Oregon Price Agreement, Number 9409, with The Hertz Corporation (hereinafter "Contractor").

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.
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
Telephone:	540-841-8455
Email:	jgreene@hertz.com

Participating Entity

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

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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.

For further information on the master agreement, please click [here](#).