

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: February 18, 2020

NOTICE OF CONTRACT

COMMODITY: VEHICLE RENTAL SERVICES – SHORT TERM

CONTRACT NO.: 8002610 **NIGP:** 975-1440

VENDOR: Enterprise/National **VENDOR #:** 175660
 10 2ND Avenue
 Burlington, MA 01803

RESERVATIONS: www.enterprise.com 1(855) 266-9289
www.nationalcar.com 1(877) 222-9058
 When booking please enter account # XZNH000

CUSTOMER SERVICE:

	Contac Name	Purpose	Phone Number	Email Address
Enterprise Rent-A-Car and National Car Rental	Account Development Team	For billing, invoicing, claim related questions, rental extensions, and more. (not a reservation source)	800-426-3293 ext. 6875	ADRBEANTOWN@ehi.com

CONTACT:

1. Amanda Grizzle Area Sales Manager 781-852-0899 Amanda.W.Grizzle@ehi.com	2. Elizabeth Betz Business Rental Sales Manager 781-752-8395 Elizabeth.e.betz@ehi.com	3. George Sylvester Area Rental Manager 603-540-2294 George.P.Sylvester@ehi.com
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EFFECTIVE FROM: October 28, 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.

VEHICLE TYPE	DAILY RATE	WEEKLY RATE	MONTHLY RATE
SEDANS			
Economy/Compact	\$33.00	\$165.00	\$660.00
Intermediate/Standard	\$34.75	\$173.75	\$695.00

Full Size	\$37.50	\$187.50	\$750.00
Passenger Vans			
Mini Van	\$65.00	\$325.00	\$1,300.00
12 Passenger	\$122.00	\$610.00	\$2,440.00
SUV's			
Mid/Standard SUV	\$62.00	\$310.00	\$1,240.00
Full Size/Premium SUV	\$86.00	\$430.00	\$1,720.00
Pick-Up Truck's			
Small Pick Up Truck	\$70.00	\$350.00	\$1,400.00
Large Pick Up Truck	\$75.00	\$375.00	\$1,515.50
Other Class's Offered			
Premium	\$82.00	\$410.00	\$1,640.00
Jeep/Crossover	\$65.00	\$325.00	\$1,300.00
Convertible	\$82.00	\$410.00	\$1,640.00
Compact Hybrid	\$49.00	\$245.00	\$980.00
Intermediate Hybrid	\$49.00	\$245.00	\$980.00
Full Size Hybrid	\$54.00	\$270.00	\$1,080.00
15 Passenger Van	\$140.00	\$700.00	\$2,800.00

Other Charges

<u>Vehicle Type</u>	<u>Enterprise/National Airport One-Way Daily Rates</u>	<u>Mileage</u>
Sedans		
Economy/Compact	\$83.00	Unlimited
Intermediate/Standard	\$83.00	Unlimited
Full Size	\$83.00	Unlimited
Passenger Vans		
Mini Van	\$145.00	Unlimited
12 Passenger	Not Available	Not Available
SUV's		
Mid/Standard SUV	\$145.00	Unlimited
Full Size/Premium SUV	\$165.00	Unlimited
Pick-Up Truck's		
Small Pick Up Truck	\$145.00	Unlimited
Large Pick Up Truck	Not Available	Not Available
Other Class's Offered		
Premium	\$129.00	Unlimited
Jeep/Crossover	Not Available	Not Available
Convertible	Not Available	Not Available
Compact Hybrid	\$129.00	Unlimited
Full Size Hybrid	\$129.00	Unlimited
15 Passenger Van	\$129.00	Unlimited
Misc. Other Fees		
Additional Roadside Protection		\$5.99/ per day
Person Accident Insurance/Personal Effects Coverage		\$5.13 - \$13.00 per day, subject to change

<u>Surcharge Amount</u>	<u>National and Enterprise Airport Surcharge Locations</u>
\$3.00 per day	Richmond, VA
\$5.00 per day	Augusta, GA; Harrisburg, PA; Phoenix; Sacramento, Scranton, PA; State of Illinois (excluding Chicago); State of Tennessee (excluding Nashville); State of South Carolina (excluding Myrtle Beach); Rochester (ROC); Buffalo (BUF); Syracuse (SYR)
\$7.00 per day	Albany (ALB); Westchester (HPN); Stewart (SWF); ISLIP (ISP); Burlington (BTV)
\$10.00 per day	State of Alaska; Atlanta; Burbank; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles area (excluding LAX); Minneapolis/ST. Paul; Monterey; Nashville; Oakland; Pittsburg; Providence; common Wealth of Puerto Rico; Rapid City; San Diego; San Francisco (including the convention center); San Jose; State of Texas.
\$12.00 per day	Baltimore; Boston; Detroit; Philadelphia; Washington, DC.
\$15.00 per day	Chicago; Hawaii; Los Angeles International Airport (LAX); Newark (EWR).
\$23.00 per day	LaGuardia (LGA), Kennedy (JFK)

<u>Surcharge Amount</u>	<u>Enterprise Brand Home City Surcharges</u>
\$7.00 per day	Long Island Metro, Westchester Metro (including Greenwich and Stamford CT); Burlington Metro (VT)
\$10.00 per day	State of Alaska; commonwealth of Puerto Rico; Boston home city; Bemidji and Moorhead, MN; State of Nebraska (excluding Omaha and Lincoln); State of Wyoming (excluding Cheyenne, Laramie, and Jackson); San Francisco downtown.
\$12.00 per day	Washington, DC area
\$15.00 per day	Chicago Home City; Hawaii Home-City.
\$23.00 per day	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Stanton Island)
<u>National Licensee Differential</u>	<u>Location</u>
\$6.00 per day	Wisconsin (Appleton Airport, Green Bay Airport, January 1-December 31 st .)
<u>Item</u>	<u>Rate</u>
Smoking/damage cleaning	Actual Cost
Vehicle Drop Off and Pick up Service	If available to be determined by location.
One time Loss of Use Fee	A onetime loss of use fee of up to and not to exceed \$245.00 will be charged only if damage occurs while the Traveler is using the vehicle improperly as set forth in Section 2.8 and damage to the rental vehicle is caused thereby. (up to \$245.00 is loss fee, this fee is one time charge, not to exceed amount and not a per day charge.)
15 Passenger Van available only at	Enterprise Locations

This Participating Addendum adds the State of New Hampshire (hereinafter "Participating State") as a Participating entity to purchase from the Oregon Price Agreement, Number 9408, with Enterprise Holdings, Inc. (hereinafter "Contractor").

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.

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.

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