

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
25 CAPITOL STREET - ROOM 102
CONCORD NEW HAMPSHIRE 03301-6398

DATE: August 3, 2010

NOTICE OF CONTRACT

COMMODITY: STATEWIDE VEHICLE RENTAL SERVICES – SHORT TERM

CONTRACT #: 8000425

NIGP CODE: #975-1440

CONTRACTOR: The Hertz Corporation VC 174933
6151 W. Century Blvd, Suite 600
Los Angeles, CA 90045

RESERVATIONS: 800 654 3131

CONTACT: Local : Alex Hill
Telephone – 978-879-3075
Fax – 866-333-8303

Will Cosby
310-568-6490
888-333-1292

<i>Hertz Location List - New Hampshire</i>				
<i>LOCATION</i>	<i>DESCRIPTION</i>	<i>ADDRESS</i>	<i>PHONE #</i>	<i>MANAGER</i>
Concord	Concord Aviation	71 Airport Rd	603 223 4005	Keith Skorupski
Manchester	Manchester Airport	1 Airport Rd Sut 300	603 626 1890	
Manchester		428 S Willow St	603 647 8212	Sue McCall
Manchester	On Site: Auto Fair	1475 S Willow St	603 627 2982	Sue McCall
Nashua		333 Amherst St	603 598 6800	Ben Dubois
Portsmouth		2800 Lafayette Rd	603 422 6707	Patrick Bergin
West Lebanon	On Site: W. Leb Airport	5 Airpark Rd	603 298 8254	Kelly Carbino

EFFECTIVE: CURRENT THROUGH OCTOBER 18, 2012

PRICING: See attached

ORDERING: STATE AGENCIES MAY ORDER DIRECT IN WRITING (FAX OR E-MAIL)
Contract is for Short-Term Rentals (up to 30 Days). Rentals for long-term
need to obtain a Letter of Waiver, approved by DAS Commissioner.

DELIVERY: FOB - DESTINATION

FOR FURTHER INFORMATION CONTACT:
LORETTA HEAD, PURCHASING AGENT
TEL (603) 271-3135 EMAIL: Loretta.Head@NH.Gov

WSCA Pricing-PA9949 Hertz

Vehicle Type	Hourly *	Daily	Weekly	30 days
Sedans				
Compact		\$27.00	\$148.40	\$578.70
Standard / Intermediate		\$31.00	\$170.52	\$664.20
Full Size		\$33.00	\$181.51	\$707.10
Passenger Vans				
Mini-Van		\$54.00	\$324.52	\$1,264.20
12 Passenger Van		\$74.00	\$434.49	\$1,692.90
SUV's				
Sm. SUV (5 Passenger)		\$59.00	\$324.52	\$1,264.20
Lg. SUV (7-8 Passenger)		\$79.00	\$434.49	\$1,692.90
Specialty				
Luxury/Premium		\$79.00	\$434.49	\$1,692.90
Jeep		\$79.00	\$434.49	\$1,692.90
Convertible		\$79.00	\$434.49	\$1,692.90
Green Vehicles				
Hy-Brid (Prius)		\$39.00	\$269.50	\$1,050.00
Hy-Brid (Camry)		\$41.00		
Alternative Fuel		\$49.00	\$269.50	\$1,050.00
Pick-Ups / Cargo				
Small Pick-Up		\$79.00	\$434.49	\$1,692.90
Large Pick-Up		\$99.00	\$544.53	\$2,121.30
Cargo Van		N/A	N/A	N/A

* Hourly rates not available without enrollment in Connect by Hertz. See below for more information on Connect by Hertz.

International Locations	Discount	<i>The price for international rentals does not include Sections 1.9 and 1.9.1 third party liability and loss damage waiver protection.</i>
Canada	5%	
Western Europe and Israel	10%	
Africa and Middle East	10%	
Latin America and Caribbean	10%	
Japan	15%	
Eastern Europe and Iceland	5%	
Asia and Pacific	10%	

Other Charges	Prices subject to change
Tire Chains	N/A
Smoking damage/cleaning	\$150.00
GPS Rental	\$12.95/day, \$64.95/week, \$179.00/month
Towing Packages	\$ Not Available
Sirius Satellite Radio	\$3.00 per day

One Way Differential Fee \$ 125.00 per rental for all 1 way rentals over 500 miles.

Daily Loss of Use Fee	\$50.00
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These are standard Connect by Hertz rates. The rates shown below and the hourly rates will be negotiated prior to execution and entering the Connect by Hertz Program.

Product/Service	Connect	Connect 50	Connect 125
	No Monthly Minimum	\$50/month	\$125/month
Discount	None	10%	15%
GPS	Free	Free	Free
Electronic Tolls	Cost of toll	Cost of toll	Cost of toll
iPod Adaptor	Free	Free	Free
Annual Membership	\$50	Free	Free
Application Fee	\$25	\$25	\$25
Damage Waiver	Included	Included	Included
Deductable	\$250	\$250	\$250
Liability Protection at state mandated minimum levels	Included	Included	Included
Free miles after (\$0.45/mile)	180/day	180/day	180/day
Fuel	Free	Free	Free
In-House Member Care Center	Included	Included	Included
24-hr Roadside Assistance	Included	Included	Included
In-Car Communication	Included	Included	Included
Remote Unlock	Included	Included	Included

This Participating Addendum adds the State of New Hampshire (hereinafter "Participating State") as a Participating entity to purchase from the Oregon Price Agreement, Number 9949, with Hertz Corporation (hereinafter "Contractor").

1. Scope: This addendum covers Nationwide Vehicle Rental Services within the scope of the WSCA Master Agreement for State Agencies and Political Subdivisions.
2. Changes: (Insert any specific additions or deletions to the Master Price Agreement, or a statement that no changes are required.

3. Primary Contacts:

a. The primary contact for lead state:

Contact: Tim A. Hay
State/Political Entity: Oregon Department of Admin. Services, State Procurement Office
Address: 1225 Ferry St SE U140
City, State, Zip: Salem, OR 97301-4285
Phone: 503-378-4650
Fax: 503-373-1626
Email: 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

c. The primary contact for the Participating State:

Contact: Loretta Head
State/Political Entity: State of NH, Division Of Administrative Services, Purchase & Property
Address: 25 Capitol Street, Room 102
City, State, Zip: Concord NH 03301
Phone: 603-271-3135
Fax: 603-271-2700
Email: Loretta.Head@NH.Gov

d. Contractor's Primary Contact for Participating State:

Contact: Loretta Head
State/Political Entity: State of NH, Division Of Administrative Services, Purchase & Property
Address: 25 Capitol Street, Room 102
City, State, Zip: Concord NH 03301
Phone: 603-271-3135
Fax: 603-271-2700
Email: Loretta.Head@NH.Gov

4. Contract Number: The contract number for the Participating State is 8000425.

This participating addendum and the WSCA Master Price Agreement, (administered by the State of Oregon) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter thereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum or the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Contract and its 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 Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

State of: New Hampshire

Contractor: Hertz Corporation

Signature: Original on File

Signature: Original on File

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM:

Vehicle Master Agreement, Paragraph 8.0 Remedies

Delete Paragraph 8.1.1 in its entirety and replace with the following:

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 and damages provided by any other applicable New Hampshire law.

Vehicle Master Agreement, Paragraph 20 Indemnification

Delete Paragraph 20.2 in its entirety and replace with the following:

Provided, however, 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 22. Governing Law, Venue and Consent to Jurisdiction

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 Agreement.

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

If the Participating Agreement 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, 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.

Termination for Conflict of Interest

The State may terminate the Participating Agreement 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 those liquated amounts required or permitted by NH RSA 80:7 through 7-C or any other provision of law.



**WSCA PARTICIPATING ADDENDUM
Nationwide Vehicle Rental Services
Oregon Master Price Agreement Number: 9949
Hertz Corporation**

State of New Hampshire

State Contract Number: 8000425

Page 1 of 5

This Participating Addendum adds the State of New Hampshire (hereinafter "Participating State") as a Participating entity to purchase from the Oregon Price Agreement, Number 9949, with Hertz Corporation (hereinafter "Contractor").

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3. 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
Fax:	503-373-1626
Email:	tim.hay@state.or.us
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Nationwide Vehicle Rental Services
Oregon Master Price Agreement Number: 9949
Hertz Corporation**

State of New Hampshire

State Contract Number: 8000425

Page 3 of 5

Signature: Linda M. Hodgdon

Name: Linda M. Hodgdon

Title: Commissioner

Date: 2/23/2010

Contractor: Hertz Corporation

Signature: [Handwritten Signature]

Name: PANELA C. WRIGHT

Title: SALES Strategy & OPERATIONS

Date: 2.2.10

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Fax: 603-271-2700
Email: Loretta.Head@NH.Gov

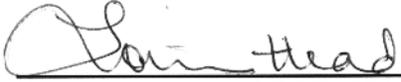
CONTRACT: VEHICLE RENTAL-STATEWIDE CONTRACT

CONTRACT #: 8000425

VENDOR: HERTZ VDR # 174933

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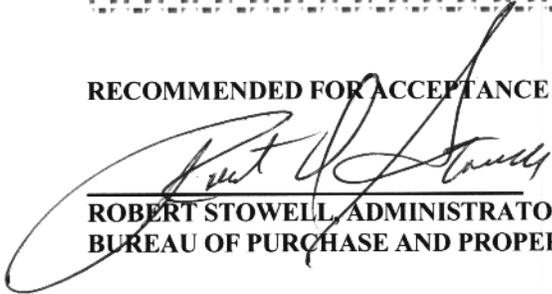
SUBMITTED FOR ACCEPTANCE BY:


LORETTA HEAD, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 2/12/10



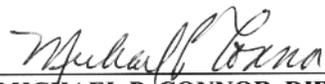
RECOMMENDED FOR ACCEPTANCE BY:


ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE 2/12/10



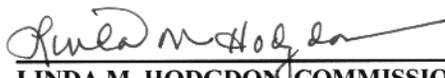
ENDORSED FOR ACCEPTANCE BY:

ENDORSED BY: 
MICHAEL P. CONNOR, DIRECTOR
PLANT AND PROPERTY MGT.

DATE 2/17/10



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


LINDA M. HODGDON, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE _____

NOTES: State of NH will be contracting with Western States Contracting Alliance (WSCA). The intent to participate is attached with the State of Oregon as the lead state. These contracts will be in place until 10/18/2012.