

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

DATE: OCTOBER 1, 2016

NOTICE OF CONTRACT – Revision

COMMODITY: STATEWIDE VEHICLE RENTAL SERVICES – SHORT TERM

CONTRACT #: 8000424

NIGP CODE: 975-1440

CONTRACTOR: Enterprise/National VC 175660
20400 S.W. Teton Ave
Tualatin OR 97602

ON-LINE BOOKING: [Enterprise Rental Car - NH](#)

CUSTOMER SERVICE:

	Contact Name	Title	Phone Number	Fax Number	Email Address
Enterprise Rent-A-Car	Kristen Dubbee	Sales Support	603-656-5116	1-781-930-1341	Kristen.e.Dubee@ehi.com
National Car Rental	Melissa A. Schoch	Account Development Rep.	1-918-401-6132	1-918-401-8831	Melissa.Schoch@ehi.com

CONTACT: DJ Bowne Jr.
Business Rental Sales
603-656-5123
781-915-0768 Fax
E-Mail – Donald.L.Bowne@ehi.com

Bill Fridlington
Area Rental Manager
603-235-0403
603-225-1182 Fax
William.J.Fridlington@erac.com

Davion Lease
Lead State Rep.
503-612-8195
503-467-5547 Fax
davion.l.lease@erac.com

EFFECTIVE: CURRENT THROUGH OCTOBER 18, 2012
EXTENSION – October 19, 2012 through October 18, 2015
EXTENSION – October 19, 2015 through October 18, 2017

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. Contact Alan Hofmann.

DELIVERY: FOB - DESTINATION

FOR FURTHER INFORMATION CONTACT:
ALAN HOFMAN, PURCHASING MANAGER
TEL (603) 271-2550 EMAIL: Alan.Hofmann@NH.Gov

WSCA Pricing**Enterprise Rent-A-Car and National Car Rental**

Rates are on 24 hour clock. Contractor may charge hourly overtime at one third of the daily rental rate up to a maximum of the daily rental rate.

Car Class	Day	Week	1 month
Economy/Compact	\$31.30	\$156.51	\$626.05
Midsize/Standard	\$33.20	\$166.00	\$664.01
Full-size	\$35.79	\$178.94	\$715.78
Premium/Luxury	\$59.30	\$296.48	\$1,185.93
Standard Hybrid	\$47.37	\$236.85	\$947.40
Mini-Van	\$53.72	\$268.62	\$1,074.48
Sm/Med SUV	\$54.77	\$273.85	\$1,095.39
Large SUV	\$84.63	\$423.15	\$1,692.61
Small Truck	\$48.89	\$244.46	\$963.40
Large Truck	\$53.05	\$265.27	\$1,061.08
Cargo Van	\$43.07	\$215.33	\$861.33
12 Passenger Van	\$100.91	\$504.56	\$2,018.23

Note - daily rates for listed include maximum daily charges for any single continuous rental and include fuel and unlimited mileage. The WSCA price agreement permits each participating State and Enterprise Holdings to customize a unique State specific program that may include: negotiated weekly and monthly rates as well as lower daily rates that exclude fuel or limit miles. Contact your State Procurement Office for information on your State's specific WeCar Program.

Other Charges/Fees - WeCar Only

Application Fee	\$20.00	
Annual Member Fee	\$50.00	
Car returned late without notice:	\$50.00	plus incurred hourly charges
Car returned late with notice:	\$25.00	plus incurred hourly charges
Additional Charges and Fees of up to \$100.00 to accommodate the next member needing that Vehicle (e.g. taxi fare) in the event of Member's late delivery of Vehicle.		
Dirty Car required cleaning:	\$50.00	without notice to WeCar
Dirty Car required cleaning:	\$25.00	with notice to WeCar
Lost membership card:	\$10.00	
Car left unlocked:	\$50.00	
Key fob replacement:	\$50.00	
Low Gas (returned less than 1/4 tank)	\$25.00	
Missing Gas Card	\$25.00	
Car Returned to wrong location:	\$50.00	
Service Call to vehicle required:	\$50.00	
Declined Credit Card Charges:	\$25.00	
Reservation changed or cancelled within 8 hours notice:		Reserve time less time booked by another member
Missing Parking/permit pass:	\$50.00	

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.