

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

DATE: April 15, 2015

NOTICE OF CONTRACT - REVISION

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 : Keith Biddle	Will Cosby
	Telephone – 860-384-4524	310-568-6490
	Fax – 866-426-7094	888-333-1292
	E-Mail: KBiddle@hertz.com	

Hertz Location List- New Hampshire				
Location	Description	Manager	Address	Phone
Concord	Local Edition	Eric Messier	71 Airport Rd	603-223-4005
Gilford	Emerson Aviation Agent	Eric Messier	118 Kimball Rd	603-293-7980
Claremont	Penske Agent	Susan McCall	299 Washington Street	603-542-7760
Manchester	Local Edition	Susan McCall	428 So. Willow St.	603-647-8212
Manchester	Airport		1 Airport Rd	603-626-1890
Nashua	Local Edition	Ryan Murphy	333 Amherst Street	603-598-6800
Milford	Gurney Automotive Agent	Ryan Murphy	419 Elm Street	603-672-5592
Brookline	Finelines A/B Agent	Ryan Murphy	194 Route 13	603-673-6270
Salem	Local Edition	Erin Rydant	495 South Broadway	603-890-5481
Portsmouth	Local Edition	Patrick Bergin	2800 Lafayette Rd	603-422-6707
West Lebanon	West Lebanon Airport	Kelly Carbino	5 Airpark Rd	603-298-8254

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

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

PRICING: See Below

Car Class	Day	Week	1 month*
Economy/Compact	\$29.00	\$159.50	\$653.95
Midsize/Standard	\$33.00	\$181.50	\$744.15
Full-size	\$36.00	\$198.00	\$811.80
Standard Hybrid Prius	\$42.00	\$231.00	\$947.10
Standard Hybrid Camry	\$44.00	\$242.00	\$992.20
Mini-Van	\$58.00	\$319.00	\$1,307.90
Sm/Med SUV	\$63.00	\$346.50	\$1,420.65
Large SUV	\$84.00	\$462.00	\$1,894.20
Small Truck	\$84.00	\$462.00	\$1,894.20
Large Truck	\$106.00	\$583.00	\$2,390.30
12 Passenger Van	\$79.00	\$434.50	\$1,781.45

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.

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

International Locations	Discount
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%

Prices subject to change

Tire Chains	N/A
Smoking damage/cleaning	\$150.00
GPS Rental	\$12.99/day, \$90.93/week, \$181.86/month
Towing Packages	\$ Not Available
Sirius Satellite Radio	\$5.00 per day
One Way Differential Fee	\$ 125.00 per rental for all 1 way rentals over 500 miles.
Daily Loss of Use Fee	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 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: Alan Hofmann
State/Political Entity: State of NH, Dept 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: Alan.Hofmann@NH.Gov

d. Contractor's Primary Contact for Participating State:

Contact: Alan Hofmann
State/Political Entity: State of NH, Dept 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: Alan.Hofmann@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.