







**CONTRACT**



**Vendor ID 0000051429**  
**The Hertz Corporation**  
**PO Box 25485**  
**Oklahoma City OK 73125**  
**United States**

|   |                                |   |
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| <b>Contract ID</b><br>00000000000000000000000031341 |                                | <b>Page</b><br>4 of 9                     |
| <b>Contract Dates</b><br>05/01/2016 to 12/31/2016   |                                | <b>Origin</b><br>CP                       |
| <b>Description:</b><br>CPS-RENTAL VEHICLES          |                                | <b>Contract Maximum</b><br>\$9,000,000.00 |
| <b>Buyer Name</b><br>Smith, Steven D                | <b>Buyer Phone</b><br>828-4681 | <b>Contract Status</b><br>Approved        |

**Phone #: (405) 280-6440**

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ALL RENTAL VEHICLES SHALL INCLUDE UNLIMITED MILEAGE.

CONTRACTOR SHALL AFFORD LIABILITY COVERAGE FOR OPERATORS UNDER THIS CONTRACT WITH LIMITS NOT LESS THAN \$1,000,000 CSL AND AUTO PHYSICAL DAMAGE (COMPREHENSIVE AND COLLISION) WITH NO DEDUCTIBLE FOR NO ADDITIONAL CHARGE.

EMERGENCY ROAD SERVICES DURING THE RENTAL PERIOD ARE INCLUDED. PRICING IS INCLUDED IN LINE ITEM 2 OF THIS CONTRACT. IMMEDIATE ACTION TO REMEDY THE PROBLEM MUST OCCUR AND/OR A REPLACEMENT VEHICLE MUST BE PROVIDED.

PAYMENTS FOR RENTALS MAY BE MADE ON A STATE OF VERMONT VISA CARD AT THE TIME THE VEHICLE IS RETURNED OR THE DEPARTMENT CAN SET UP A DIRECT BILLING APPLICATION WITH THE CONTRACTOR FOR RENTALS ORIGINATING WITHIN VERMONT. A RECEIPT DETAILING THE ACTUAL COST CHARGED TO THE VISA CARD MUST BE PROVIDED AT THE TIME THE CARD IS CHARGED. PERSONAL CREDIT CARDS WILL NOT BE REQUIRED FROM STATE EMPLOYEES WHEN RENTING VEHICLES FOR OFFICIAL STATE BUSINESS AND IF THE RENTAL ORIGINATES WITHIN THE STATE OF VERMONT. FOR OUT OF STATE RENTALS, A CREDIT CARD WILL BE REQUIRED AS THE FORM OF PAYMENT.

ALL VEHICLES WILL BE PROVIDED WITH A FULL TANK OF FUEL. IF A STATE EMPLOYEE DOES NOT RETURN THE VEHICLE WITH A FULL TANK OF FUEL THE RENTAL COMPANY WILL FILL THE VEHICLE AND INVOICE THE DEPARTMENT FOR THE MISSING FUEL AT THE AVERAGE RETAIL COST OF FUEL FOR THE MARKET AT THE RETURN LOCATION. THE FUEL CHARGE WILL APPEAR AS A LINE ITEM ON THE RENTAL INVOICE. THE EMPLOYEE'S FULL NAME AND DATE OF TRAVEL MUST BE INCLUDED ON THE INVOICE.

VEHICLES SHALL BE STANDARD CURRENT MODEL YEAR, IF AVAILABLE, BUT MUST NOT BE MORE THAN THREE YEARS OLD (AS MEASURED FROM THE DATE OF MANUFACTURER). ALL VEHICLES SHALL BE MAINTAINED ACCORDING TO THE MANUFACTURER MAINTENANCE SCHEDULE. INTERIOR AND EXTERIOR OF VEHICLE SHALL BE CLEAN. ALL VEHICLES MUST COMPLY WITH ALL APPLICABLE FEDERAL AND STATE MOTOR VEHICLE, OSHA AND ICC REGULATIONS IN FORCE AT THE TIME OF RENTAL. ALL APPLICABLE GUARDS, WARNINGS AND WARNING LABELS REQUIRED BY LAW MUST BE COMPLIED WITH ACCORDINGLY.

RESERVATION POLICY: CONTRACTOR SHALL HAVE ON-LINE RESERVATION VIA THE INTERNET CAPABILITIES. CONTRACTOR MUST PROVIDE LOCAL TOLL-FREE TELEPHONE AND FAX NUMBERS. CONTRACTOR SHALL ALSO ACCEPT RESERVATIONS AT BRANCH LOCATIONS VIA WALK-IN OR LOCAL TELEPHONE NUMBER.

CONTRACTOR SHALL ACCEPT RESERVATIONS MADE AT LEAST 24 HOURS IN ADVANCE ON LOCAL RENTALS AND SEVEN (7) CALENDAR DAYS IN ADVANCE ON ONE WAY RENTALS, MINI VANS, LARGE SUVS AND 12 PASSENGER VANS.

VEHICLES ARE ONLY TO BE CONFIRMED BY THE CONTRACTOR IF THEY ARE AVAILABLE. EMPLOYEES WILL NOT BE EXPECTED TO WAIT MORE THAN TEN MINUTES FROM THE SCHEDULED PICK UP TIME FOR A VEHICLE.

IF A RESERVED VEHICLE IS NOT AVAILABLE AT TIME OF PICKUP BY THE TRAVELER, CONTRACTOR SHALL SUBSTITUTE A VEHICLE OF SIMILAR OR GREATER QUALITY AT NO ADDITIONAL COST. CONTRACTOR SHALL NOTE ON THE INVOICE THAT A VEHICLE OF SAME OR GREATER QUALITY WAS SUBSTITUTED AT SAME OR LOWER PRICE.

RESERVED VEHICLE WILL BE HELD FOR THREE (3) HOURS AFTER THE TRAVELER'S ESTIMATED TIME OF ARRIVAL PRIOR TO RELEASE. IN NO SITUATION SHALL THE STATE, PARTICIPANT OR TRAVELER BE LIABLE FOR PAYMENT OF 'NO SHOWS'.

NO SMOKING IS ALLOWED IN THE RENTAL VEHICLES. CONTRACTOR MAY REASONABLY CHARGE PARTICIPANT FOR ANY SMOKING DAMAGES CAUSED BY TRAVELER OR TRAVELER'S PASSENGERS IN THE VEHICLE WHILE IN TRAVELER'S POSSESSION.

|   |  |               |    |         |      |      |
|---|--|---------------|----|---------|------|------|
| 2 |  | OTHER CHARGES | EA | 0.01000 | 0.00 | 0.00 |
|---|--|---------------|----|---------|------|------|

THE HERTZ EMERGENCY ROADSIDE SERVICE (ERS) DEPARTMENT AT THE CUSTOMER CARE CENTER IN OKLAHOMA CITY WAS ESTABLISHED TO PROVIDE PROMPT SERVICE TO HERTZ CUSTOMERS IN EMERGENCY SITUATIONS, SUCH AS BREAKDOWNS, ACCIDENTS, ETC. ERS OPERATES 24/7, 365 DAYS PER YEAR, SERVING RENTERS TRAVELLING IN THE 48 CONTIGUOUS UNITED STATES, ALASKA, HAWAII AND CANADA.

THE 24-HOUR EMERGENCY ROADSIDE SERVICE TELEPHONE NUMBER IS (800-654-5060). THE STANDARD OF SERVICE IS TO RESOLVE A CUSTOMER'S CONCERN OR HAVE A SOLUTION IN PROGRESS WITHIN 60 MINUTES OF THE ORIGINAL CALL.

MECHANICAL FAILURES  
 BASIC ERS SERVICE IS INCLUDED AT NO ADDITIONAL CHARGE ON ALL HERTZ RENTALS. BASIC SERVICE COVERS VEHICLE REPAIRS

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10 Baldwin St  
Montpelier VT 05633-7501  
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# CONTRACT



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|---|---|------------------------------------|
| <b>Contract ID</b><br>000000000000000000031341    | <b>Page</b><br>5 of 9                     |                                    |
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AND/OR VEHICLE EXCHANGES NECESSARY AS THE RESULT OF MECHANICAL FAILURES.

IN THE INTEREST OF CUSTOMER SERVICE, ERS'S FIRST CHOICE FOR REMEDYING A MECHANICAL CONCERN IS TO ARRANGE FOR A VEHICLE EXCHANGE AT A NEARBY HERTZ LOCATION. ALTERNATE TRANSPORTATION IS REIMBURSED AS NECESSARY. A SECOND ALTERNATIVE IS TO ARRANGE FOR THE VEHICLE TO BE REPAIRED WHILE ON RENT. IN THIS SCENARIO, ERS WILL WORK WITH THE RENTER TO IDENTIFY A NEARBY VENDOR TO COMPLETE THE REPAIR. IN MOST CASES, ERS WILL ARRANGE TO PAY THE VENDOR DIRECTLY FOR NECESSARY REPAIRS. AS A LAST RESORT, WHEN THE VENDOR WILL NOT ACCEPT PAYMENT DIRECTLY FROM HERTZ, THE RENTER MAY BE ASKED TO PAY FOR THE REPAIR AND TO PRESENT THE RECEIPT(S) UPON RETURN FOR REIMBURSEMENT. SUCH REIMBURSEMENTS ARE GENERALLY MADE THROUGH A REDUCTION OF THE FINAL RENTAL CHARGES.

#### ACCIDENTS & CUSTOMER NEGLIGENCE CONCERNS

ERS WILL ASSIST RENTERS WHO HAVE ENCOUNTERED VEHICLE DAMAGE OR FAILURE RESULTING FROM ACCIDENTS, VANDALISM, OR OPERATOR NEGLIGENCE OR INFLUENCE. SUCH INCIDENTS INCLUDE BUT ARE NOT LIMITED TO:

- COLLISION
- VANDALISM
- GLASS DAMAGE
- TIRE DAMAGE
- LOST KEYS
- LOCKOUTS
- OUT OF FUEL

IN THESE SITUATIONS, ERS WILL COORDINATE VEHICLE REPAIRS OR EXCHANGES AS DESCRIBED IN THE MECHANICAL FAILURES SECTION ABOVE. HOWEVER, THE RENTER MAY BE RESPONSIBLE FOR THE COST OF VEHICLE RETRIEVAL AND/OR REPAIR, DEPENDING ON THE OPTIONAL COVERAGE'S SELECTED AT TIME OF RENT (I.E. LDW, PDS, AND PREMIUM ERS).

#### WHAT THE RENTER CAN EXPECT

SINCE THE SITUATIONS A RENTER MIGHT ENCOUNTER ARE EXTREMELY VARIED, ERS WILL TAILOR THE RESOLUTION TO EACH SPECIFIC PROBLEM REPORTED TO THE RENTER'S NEEDS. THIS IS DONE BY CONSIDERING THE TYPE OF PROBLEM REPORTED, THE RENTER'S ITINERARY, PROXIMITY TO THE NEAREST HERTZ LOCATION AND LOCAL ENVIRONMENTAL FACTORS SUCH AS TIME OF DAY, EXTREME WEATHER CONDITIONS AND LOCATION OF BREAKDOWN / RENTER.

WHEN CALLING ERS FOR ASSISTANCE, CALLERS SHOULD EXPECT TO BE ASKED FOR INFORMATION ABOUT THE ITEMS NOTED ABOVE, ALONG WITH INFORMATION NECESSARY TO IDENTIFY THE VEHICLE AND RENTAL INFORMATION. TYPICALLY THIS INCLUDES INFORMATION PRINTED ON THE KEY TAG OF THE VEHICLE AND/OR THE RENTAL AGREEMENT NUMBER.

SMOKING DAMAGE/CLEANING: 150.00

#### GPS RENTAL:

- \$12.00/DAY
- \$90.93/WEEK
- \$181.86/MONTH

SIRIUS SATELLITE RADIO: \$5.00/DAY

ONE WAY DAILY DIFFERENTIAL FEE: \$125.00 PER RENTAL FOR ALL 1 WAY RENTALS OVER 500 MILES.

LOSS OF USE FEE: \$50.00

#### CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS STATE OF VERMONT CONTRACT #31341 (THIS "CONTRACT") IS WRITTEN UNDER THE AUTHORITY GIVEN TO THE COMMISSIONER OF BUILDINGS AND GENERAL SERVICES IN 29 VSA, PARAGRAPH 903A TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS WITH OTHER STATES. THIS CONTRACT IS WRITTEN TO ALLOW THE STATE OF VERMONT ("STATE" OR "CUSTOMER") TO PARTICIPATE IN THE NASPOLVALUEPOINT (FORMERLY WESTERN STATES CONTRACTING ALLIANCE) (WSCA) MASTER PRICE AGREEMENT FOR VEHICLE RENTAL SERVICES #9949 WITH THE HERTZ CORPORATION. THE CONTRACT IS WRITTEN BASED ON THE REQUEST FOR PROPOSAL 102-1524-09 FOR NATIONWIDE VEHICLE RENTAL SERVICES ISSUED JUNE 3, 2009 BY THE STATE OF OREGON ON BEHALF OF NASPOLVALUEPOINT AND THE RESULTING MASTER PRICE AGREEMENT #9949 EFFECTIVE



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| <b>Contract ID</b><br>0000000000000000000000031341 | <b>Page</b><br>7 of 9                     |                                    |
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|        | HERTZ #1 CLUB GOLD DEPT                            | 1-800-227-4653 |     |            |         |         |
|        | EMERGENCY ROAD SERVICE                             | 1-800-654-5060 |     |            |         |         |
|        | EXTENDING A CURRENT RENTAL                         | 1-800-654-4174 |     |            |         |         |
|        | CUSTOMER SERVICE - FIRSTCHOICESEATTLE@HERTZ.COM OR | 1-800-229-8749 |     |            |         |         |
|        | DIRECT BILLING PROGRAM - SCRAWLEY@HERTZ.COM OR     | 804-475-2771   |     |            |         |         |

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH  
PURCHASING AGENT  
802-828-4681  
FAX 802-828-2222  
steven.smith@Vermont.gov

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE. AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE CONTRACTOR WILL ESTABLISH A VERMONT CONTRACT PAGE ON ITS WEB SITE ON WHICH WILL APPEAR THE MOST UP TO DATE PRODUCT PRICING AND OTHER RELEVANT CONTRACT INFORMATION, AS WELL AS LINKS TO PRODUCT INFORMATION.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

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REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs): CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

