



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
P.O. BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

March 2, 2012

The Hertz Corporation
225 Brae Boulevard
Park Ridge, NJ 07656
Attn: Ms. Amanda Schimpf

Subject State of New Jersey Participating Addendum

Ms. Schimpf:

Per your request, enclosed is an original executed copy of the Participating Addendum.

Thank you for your assistance in handling this.

Please contact me if you have any questions.



George Jones
Hwy & Inst Unit
Division of Purchase & Property
Email: george.jones@treas.state.nj.us
Ph: (609) 943-4660

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
NATIONWIDE VEHICLE RENTAL SERVICES
Administered by the State of Oregon (hereinafter "Lead State")
MASTER PRICE AGREEMENT
Oregon Master Price Agreement Number 9949
THE HERTZ CORPORATION
And
The State of New Jersey**

This Participating Addendum, together with its exhibits ("Participating Addendum"), is made as of the 27th day of February, 2012, by and between The Hertz Corporation ("Hertz"), whose principal address is Brae Boulevard, Park Ridge, NJ 07656, and the State of New Jersey, Department of Treasury, Division of Purchase and Property ("Division") whose address is 33 West State Street, 8th Floor, P.O. Box 230, Trenton, New Jersey 08625, on behalf of the State of New Jersey and its Cooperative Purchasing participants as hereinafter defined, collectively referred to as the "State".

WHEREAS, pursuant to N.J.S.A. 52:34-6.2 the Director, Division of Purchase and Property ("Director") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services"; and

WHEREAS, the State of Oregon permits other states to participate in its contract, Master Price Agreement, Vehicle Rental Services, Price Agreement No. 9949, together with its exhibits ("Master Price Agreement") for nationwide vehicle rental services; and

WHEREAS, Hertz is a vendor awarded a Master Price Agreement by the State of Oregon, after a competitive bid process, under the State of Oregon RFP 02-1524-09 on behalf of the State of Oregon, ORCPP Members, and Western State Contracting Alliance ("WSCA") for nationwide vehicle rental services; and

WHEREAS, Hertz has agreed to the State's Standard Terms and Conditions, a copy of which is attached hereto as Exhibit A and which is incorporated herein by reference; and

WHEREAS, the Director has determined that it is in the best interest of the State to enter into a Participating Addendum with Hertz to provide nationwide vehicle rental services to the State under the Master Price Agreement; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, the parties to this Participating Addendum hereby agree as follows:

1. **Term:** This Participating Addendum shall be effective from February 27, 2011 through October 18, 2012, unless earlier terminated. The State reserves the right, in its sole discretion, to extend this Participating Addendum pursuant to any extension of the Master Price Agreement for nationwide vehicle rental services under the same terms and conditions as the Master Price Agreement and this Participating Addendum.
2. **Scope:** All governmental entities within the State of New Jersey, including all state agencies and local public bodies, counties, cities, municipalities, public schools and institutions of higher education ("Cooperative Purchasing participants"), are authorized to purchase services and products under the terms and conditions of this Participating Addendum. The contract will be valid from the date executed by both parties, through the current term of October 18, 2012. Hertz shall provide to the State and its Cooperative Purchasing participants the services and products set forth in the Master Price Agreement at the pricing, terms and conditions therein set forth and the terms and conditions specifically set forth in this Participating Addendum.

3. **The State's Standard Terms and Conditions:** Hertz has read and agreed to the State's Standard Terms and Conditions, which are incorporated herein by reference and are attached hereto as Exhibit A. Any references to the Participating Addendum herein shall be deemed to include the State's Standard Terms and Conditions.
4. **Changes:** In lieu of Sections 4.2(a) and 4.2(b) of the State's Standard Terms and Conditions, Hertz will provide Comprehensive General Liability Insurance and Automobile Insurance Liability in its capacity as a self-insured entity to the extent required by Sections 4.2(a) and 4.2(b) of the State's Standard Terms and Conditions.

Hertz will provide the following additional services at no additional cost:

- Vehicle or customer pickup and delivery within a thirty (30) mile radius at the customer's home or office.
- Satellite radio if reserved vehicle is already equipped with satellite radio.
- Secure parking for customer's vehicle where available.

5. **Primary Agreement Contact:**

The primary participating entity contact for this Participating Addendum is as follows:

Name: George Jones
Title: Procurement Specialist
Participating Entity Name: New Jersey Division of Purchase and Property,
Department of the Treasury
Address: 33 W. State Street, P.O. Box 230, Trenton, NJ 08625-0230
Telephone: (609) 943-4660
Fax: (609) 292-1114
E-mail: george.jones@treas.state.nj.us

The primary Contractor contact for this Participating Addendum is as follows:

Name: G. R. "Rocky" Mobaraki, MBA, Ph.D.
Title: Director, Global Government & Strategic Programs
Contractor: Hertz Corporation
Address: 3800 Jefferson Davis Highway, Alexandria, VA 22305
Telephone: 703-683-9266
Fax: 703-683-9175
E-mail: rmobaraki@hertz.com

6. **Reports:**

Expenditure reports:

- Hertz will submit quarterly expenditure reports covering all purchases made under this Participating Addendum in a format mutually agreed to by the parties.

The reports should be submitted to the following address:

George Jones
State of New Jersey Administrator
Department of the Treasury
Division of Purchase & Property
33 West State Street, P.O. Box 230
Trenton, New Jersey 08625-0230

7. **Contract Number:** All invoices issued for rental services under this Participating Addendum shall reference the State's contract number and the Master Price Agreement number.

8. **Compensation and Ordering:**

- a. Pricing shall be as set forth in the Master Price Agreement.

- b. The State shall make all payments to Hertz under the provisions of the New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et. seq.
- c. All orders and payment will be issued directly to Hertz.
- d. Hertz shall submit invoices upon delivery of products and services, or on a monthly basis according to its practices.

9. Miscellaneous:

- a. Any claims against the State under this Participating Addendum are subject to the Tort Claims Act (N.J.S.A. 59:1-1 et. seq.) and the Contractual Liability Act (N.J.S.A. 59:13-1 et. seq.).
- b. All publicity and/or public announcements pertaining to this Participating Addendum shall be approved by the State prior to release.
- c. The following are New Jersey procurement requirements that Hertz agrees to fulfill prior to the contract award:
 - i. New Jersey Business Registration (N.J.S.A. 52:32-44);
 - ii. Ownership Disclosure (N.J.S.A. 52:25-24.2);
 - iii. Executed MacBride Principles (N.J.S.A. 52:34-12.2);
 - iv. Executed Notice of Set-Off for State Tax (N.J.S.A. 54:49-19);
 - v. Completed Contractor Certification and Disclosure of Political Contributions (N.J.S.A. 19:44A-20:13 et seq.);
 - vi. Disclosure of Investigations and Actions Involving Bidder
 - vii. Vendor Certification (P.L. 2005, c.271);
 - viii. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et. seq.)
 - 1. New Jersey Form AA-302 Affirmative Action Employee Information Report; or New Jersey Affirmative Action Certificate; or Federal Affirmative Action Approval Letter.
- d. This Participating Addendum including, without limitation, the State's Standard Terms and Conditions, and the Master Price Agreement, set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement 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 Participating Addendum and the Master Price Agreement shall prevail and govern in the case of any such inconsistent or additional terms. In the event of any conflict between the terms of this Participating Addendum and the Master Price Agreement, the terms of the Participating Addendum shall prevail.
- e. No term or provision of this Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.
- f. This Participating Addendum may not be amended or modified except by written agreement executed by authorized representatives of each party.
- g. The parties hereto agree that this Participating Addendum may be executed in counterpart, each original signed page to become part of the original document.
- h. The documents below shall govern the liability of Hertz and the State for the services and products being provided by Hertz in the following order of precedence:
 - i. New Jersey's Participating Addendum, including New Jersey's Standard Terms and Conditions, to the Master Price Agreement,
 - ii. The Master Price Agreement.

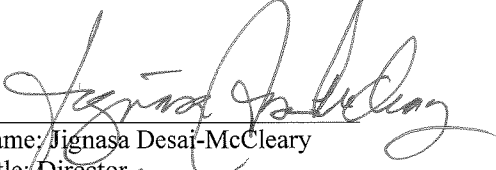
IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Government Entity:

State of New Jersey

Department of Treasury

Division of Purchase and Property



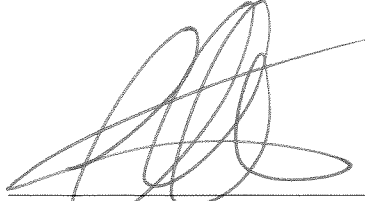
Name: Jignasa Desai-McCleary

Title: Director

Date: 3/2/12

Contractor:

The Hertz Corporation



Name: Michael J. Weinstein

Title: Vice President, Global & Strategic Accounts

Date: 3/1/2012