

State of Vermont**Department of Buildings and General Services**

BGS Financial Operations

Office of Purchasing and Contracting

10 Baldwin Street

Montpelier VT 05633-7501

<http://bgs.vermont.gov/purchasing>

[phone]

802-828-2211

[fax]

802-828-2222

Agency of Administration

December 1, 2010

*Hertz Corporation**Attn: Jimmy Alden**450 McCellan Highway**East Boston MA 02128*

Reference : Contract #16349

Dear Mr. Alden

The attached contract requires a signature by both parties. **Please read the contracts carefully, sign the last page and return the original contracts to me along with a current certificate of insurance** as outlined in the attached Attachment C: Standard State Provisions for Contracts and Grants (see paragraph #7). When both parties have signed the contract, I will forward a copy to you.

Thank you for your interest in this project. Your efforts to promptly submit these requirements will be appreciated. Please advise me if the process will take more than 10 days.

If you have any questions in regards to the prices, terms and conditions of the contract or the insurance requirements, please contact Robert Pierce at 802-828-2215 or via e-mail at robert.pierce@state.vt.us

Sincerely,

Debbie Brink
Programs Services Clerk

enclosure



CONTRACT

State of Vermont
 Buildings and General Services
 Office of Purchasing & Contracting
 10 Baldwin St
 Montpelier VT 05633-7501
 USA



Vendor ID 0000051429
Hertz Corporation
PO Box 25485
Oklahoma City OK 73125
USA

Contract ID 0000000000000000000016349		Page 1 of 7
Contract Dates 01/01/2010 to 12/31/2013		Origin CPS
Description: CPS-RENTAL VEHICLES		Contract Maximum \$9,999,999.00
Buyer Name Smith, Steven D	Buyer Phone 828-4681	Contract Status Approved

Phone #: (405) 280-6440

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		RENTAL OF CARS, VANS AND TRUCKS FOR USE BY STATE EMPLOYEES WHEN TRAVELING ON OFFICIAL STATE BUSINESS.	EA	0.01000	0.00	0.00

RENTAL VEHICLE PRICING

THE FOLLOWING RATES APPLY TO ALL RENTALS

ECONOMY/COMPACT

DAILY RATE: \$27.00
 WEEKLY RATE: \$148.40
 MONTHLY RATE: \$578.70

INTERMEDIATE/STANDARD

DAILY RATE: \$31.00
 WEEKLY RATE: \$170.52
 MONTHLY RATE: \$664.20

FULL SIZE:

DAILY RATE: \$33.00
 WEEKLY RATE: \$181.50
 MONTHLY RATE: \$707.10

PREMIUM/LUXURY

DAILY RATE: \$79.00
 WEEKLY RATE: \$434.49
 MONTHLY RATE: \$1,692.90

HYBRID

DAILY RATE: \$39.00
 WEEKLY RATE: \$269.50
 MONTHLY RATE: \$1050.00

MINI VAN

DAILY RATE: \$54.00
 WEEKLY RATE: \$324.52
 MONTHLY RATE: \$1,264.20

MEDIUM SUV

DAILY RATE: \$59.00
 WEEKLY RATE: 324.52
 MONTHLY RATE: \$1,264.20

LARGE SUV

DAILY RATE: \$79.00
 WEEKLY RATE: \$434.49
 MONTHLY RATE: \$1,692.90

SMALL PICK-UP

DAILY RATE: \$79.00
 WEEKLY RATE: \$434.49
 MONTHLY RATE: \$1,692.90

HALF TON PICK-UP

DAILY RATE: \$99.00
 WEEKLY RATE: \$544.53
 MONTHLY RATE: \$2,121.30

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12 PASSENGER VAN
 DAILY RATE: \$74.00
 WEEKLY RATE: \$434.49
 MONTHLY RATE: \$1,692.90

CITY OR STATE SURCHARGE OR DIFFERENTIAL RATES:

- CALIFORNIA: BURBANK AP, JOHN WAYNE AP, OAKLAND AP, SAN JOSE AP, - \$3.00
- SAN LUIS OBISPO - \$13.00
- DC: WASHINGTON - 48.00
- IDAHO: IDAHO FALLS, BOISE, POCATELLO, SUNVALLEY - \$6.00
- IL: CHICAGO - \$8.00
- MA: BOSTON - \$8.00
- MD: BALTIMORE - \$8.00
- MI: DETROIT - \$8.00
- MONTANTA: MISSOULA, BUTTE - \$10.00
- NJ: NEWARK, JFK, LGA - \$19.00
- NY: MANHATTAN - \$29.00
- OR: BEND, KIAMATH FALLS, MEDFORD, PENDLETON, REDMOND, SALEM, SUN RIVER - \$10.00
- PA: PHILADELPHIA - \$8.00
- WA: PASCO, PULLMAN, SPOKANE, WALLA WALLA, WENATCHEE, YAKIMA - \$10.00

DETAILED REQUIREMENTS:

ALL VEHICLES RENTED TO THE STATE MUST BE IN GOOD MECHANICAL CONDITION, HAVE TIRES THAT WILL MEET VERMONT INSPECTION STANDARDS AND HAVE CURRENT REGISTRATIONS, INSURANCE CARDS AND A FULL TANK OF FUEL. VEHICLES MUST BE EQUIPPED WITH TIRES APPROPRIATE FOR THE SEASON IN WHICH THEY ARE RENTED.

ALL RENTALS AND CANCELLATIONS OF VEHICLES WILL BE MADE BY THE INDIVIDUAL EMPLOYEE

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

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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
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SMOKING DAMAGE/CLEANING: 150.00

GPS RENTAL:

\$12.95/DAY
\$64.95/WEEK
\$179.00/MONTH

SIRIUS SATELLITE RADIO: \$3.00/DAY

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

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 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

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		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.

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS STATE OF VERMONT CONTRACT #16349 (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 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 WSCA AND THE RESULTING MASTER PRICE AGREEMENT #9949 EFFECTIVE OCTOBER 19, 2009. THIS CONTRACT INCORPORATES THE SERVICES AND PRICING OF THE PRICE AGREEMENT AND ALL TERMS AND CONDITIONS THAT ARE NOT IN CONFLICT WITH THE STATE OF VERMONT CONTRACT #16349, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS AS THE RELATIONSHIP APPLIES AND ACTIVITIES APPLY TO THE STATE OF VERMONT.

TAX EXEMPTION: UNDER THIS CONTRACT, THE HERTZ CORPORATION WILL WAIVE ALL TAXES THAT THE STATE OR OTHER PARTICIPATING ENTITY PROVIDES A TAX EXEMPT CERTIFICATE FOR.

ENTIRE CONTRACT: THE PARTICIPATING ADDENDUM, THE PRICE AGREEMENT, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS ARE HEREBY INCORPORATED INTO THIS CONTRACT. IF A CONFLICT EXISTS AMONG PROVISIONS WITHIN THE DOCUMENTS THAT FORM THIS CONTRACT, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:

- (A) THIS CONTRACT #16349
- (B) THE PARTICIPATING ADDENDUM
- (B) THE MASTER PRICE AGREEMENT #9949, INCLUDING
- (C) THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS.

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SCOPE OF CONTRACT: TO PROVIDE RENTAL VEHICLES FOR USE BY STATE EMPLOYEES WHEN TRAVELING ON OFFICIAL STATE BUSINESS

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR SEVEN (7) ADDITIONAL ONE YEAR TERMS UNDER MUTUAL AGREEMENT OF BOTH PARTIES.

TERMS: NET 30 DAYS

ONLINE RESERVATIONS

HERTZ #1 CLUB GOLD

SIGNUP INSTRUCTIONS:

1. ACCESS THE INTERNET ADDRESS: WWW.HERTZ.COM/GOLDCORP
 COMPANY NAME: VERMONT
 CDP#: ENTER YOUR VERMONT CUSTOMER CODE
 PROMOTION CODE: 9246
2. CLICK ON "JOIN NOW"
3. COMPLETE PERSONAL BUSINESS, AND CREDIT CARD INFORMATION FIELDS
4. U.S. OPTIONAL SERVICES, CAR CLASS - SELECT ACCORDING TO TRAVEL POLICY
5. SMOKING/NON - SMOKING CAR - SELECT PREFERENCE
6. NEVERLOST NAVIGATIONAL SYSTEM - ACCEPT OR DECLINE
7. CANADA OPTIONAL SERVICES - SELECT ACCORDING TO TRAVEL POLICY
8. COMPLETE REMAINING FIELDS AND SUBMIT ENROLLMENT FORM.
9. YOU WILL RECEIVE YOUR HERTZ #1 CLUB GOLD NUMBER VIA A PRINTABLE MEMBER CARD ON THE SCREEN.

IN ORDER TO PROTECT YOU FROM MISUSE OF YOUR #1 CLUB GOLD PROFILE, PLEASE NOTE THAT FOR YOUR FIRST GOLD RENTAL, YOU WILL NEED TO APPROACH THE GOLD COUNTER TO SHOW PERSONAL IDENTIFICATION.

YOUR #1 CLUB GOLD NUMBER WILL BE RETURNED TO YOU INSTANTLY, BUT YOU MUST WAIT 5-7 WORKING DAYS BEFORE IT CAN BE USED IN ORDER FOR YOUR INFORMATION TO BE CONFIRMED BY HERTZ.

IF YOU HAVE ANY PROBLEMS ENROLLING IN #1 CLUB GOLD SERVICE ONLINE, PLEASE CONTACT FIRSTCHOICESEATTLE@HERTZ.COM AND THEY WILL ASSIST YOU.

PLEASE NOTE THAT A DIRECT LINK TO A FEE-WAIVED GOLD ENROLLMENT FORM IS ALSO AVAILABLE ON:
 RESX (BOOKING TOOL PROVIDED BY AZUMANO TRAVEL).
 WEB PORTAL: WWW.AZUMANO.COM/OREGON

THE VERMONT CUSTOMER NUMBER MUST BE NOTED ON THE RENTAL AGREEMENT.
 DRIVERS MUST HAVE A VALID DRIVERS LICENSE AND BE AT LEAST 18 YEARS OF AGE.
 DIRECT BILLING CAN BE ESTABLISHED BY CONTACTING CAROLE WEIR, SR ACCOUNT REPRESENTATIVE AT CWEIR@HERTZ.COM OR 503-626-5156
 ACCIDENT - YOU MUST PROMPTLY REPORT ANY ACCIDENT, THEFT OR VANDALISM INVOLVING THE CAR TO HERTZ AND TO THE POLICE.
 AIRPORT CONCESSION FEES AND TAXES ARE A SEPARATE CHARGE AND ARE NOT COVERED UNDER THE CONTRACT.
 ONE-WAY RENTALS ARE CHARGED \$125.00 IF EXCEEDING 500 MILES.
 NEVERLOST (GPS) AND SIRIUS RADIO ARE AVAILABLE FOR AN ADDITIONAL FEE.

IMPORTANT U.S. PHONE NUMBERS:
 GENERAL RESERVATIONS 1-800-654-3131
 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 - CWEIR@HERTZ.COM OR 503-626-5156

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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH
 PURCHASING AGENT
 802-828-4681
 FAX 802-828-2222
 steven.smith@state.vt.us

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.

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.

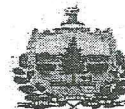
REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

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

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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.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: _____

Signature: _____

Name: DEBORAH DAMORE

Title: _____

Email: Purchasing Manager

By the CONTRACTOR

Date: 12-13-60

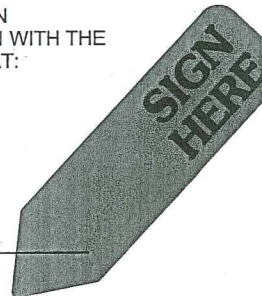
Signature: _____

Name: PAMELA C. WRIGHT

Title: VICE PRESIDENT

Email: Sales Strategy & Operations

Email: pwright@hertz.com



ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal

year. These forms are also available on the Finance & Management Web page at:
<http://finance.vermont.gov/forms>

- 10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party 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.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
 - a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor 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.

(End of Standard Provisions)

State of Vermont
ATTACHMENT D: Commodity Purchases Terms and Conditions

1. **Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
2. **Responses:** Responses must be submitted on, or in accordance with, forms or format requirements provided by the Office of Purchasing & Contracting. Prices and all other information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.
3. **Prices:** Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.
4. **Taxes:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
5. **Order of Precedence:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
6. **Substitution:** Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Office of Purchasing & Contracting.
7. **Specification Change:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.
8. **Method of Award:** Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the State and/or to products raised or manufactured in the State.
9. **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.
10. **Cancellation:** The State specifically reserves the right to cancel the contract or any portion thereof providing, 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.
11. **Delivery:** Responsibility 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.
12. **Invoicing:** All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.

13. **Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
14. **Amendments:** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.
15. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
16. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.