

Participating Addendum Number 10700-00043390
for
Passenger Vehicle Rental and Box Truck Rental
between
The State of New Hampshire
and
Hertz Corp

This Participating Addendum is entered into by The State of New Hampshire ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number PO-10700-00043390, executed by Contractor and the State of Oregon ("Lead State") for Passenger Vehicle and Box Truck Rental ("Master Agreement"):

Hertz Corp ("Contractor")
8501 Williams Rd
Estero, FL 33928

I. Participating State shall participate in:

- a. Passenger Vehicle Rental ☐
- b. Box Truck Rental Only ☐
- c. Both Vehicle and Box Trucks ☒

II. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Nadika Perea
nadika.perera@hertz.com
(239) 301-7635

Participating Entity's contact for this Participating Addendum is:

Lincoln Adams
Fleet Administrator
lincoln.j.adams@das.nh.gov
(603) 271-0850

III. TERM. This Participating Addendum is effective as of the date of the last signature below, and will terminate on July 31, 2030, or upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein. The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Vendor a thirty (30) day written notice.

IV. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If

Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

V. GOVERNING LAW. The construction and effect of this Participating Addendum and any Request for Services placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

VI. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within thirty (30) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VII. REQUEST FOR SERVICES. Purchasing Entities may place under this Participating Addendum by referencing the Participating Addendum Number on a Request for Services. Each Request for Services placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VIII. INVOICE. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:

- a. State of NH purchase order (PO) number if applicable
- b. State of NH contract number
- c. State of NH ordering agency information
 - i. Name and contact information of ordering individual
 - ii. Name of ordering state agency / department
 - iii. Address of ordering state agency / department
 - iv. Name and contact information of ordering state agency accounts payable office
- d. Date of purchase
- e. Date of delivery
- f. Contractor order number
- g. Contractor account representative name and contact information
- h. Product description, quantity ordered, quantity delivered, unit price, total price for payment
- i. Items backordered and their delivery date

IX. TERMS OF PAYMENT. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later. Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to

enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>. Eligible participants shall negotiate their own payment methods with the successful Vendor.

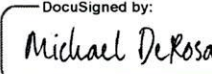
- X. ACCOUNT REPRESENTATIVE.** The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:
- a. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.
 - b. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.
 - c. Provide information and product offerings to bring the latest industry ideas to the State as applicable.
 - d. Provide training on the use of the Contractor's portal as needed with no charge to the State.
- XI. FEDERAL FUNDING REQUIREMENTS.** Request for Services funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Request for Services is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Request for Services any alternative or additional requirements related to the use of federal funds. By accepting the Request for Services, Contractor agrees to comply with the requirements set forth therein.
- XII. USAGE REPORTING:** The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Lincoln Adams and sent electronic to Lincoln.J.Adams@DAS.NH.Gov. At a minimum, the Report shall include:
- a. Contract Number
 - b. Utilizing Agency and Eligible Participant
 - c. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - d. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - i. Percentage of recycled materials contained within finished products
 - ii. Percentage of waste recycled throughout the manufacturing process
 - iii. Types and volume of packaging used for transport
 - iv. Any associated material avoided and/or recycled as applicable under contract
 - v. A standardized reporting form will be provided after contract award
 - e. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - f. Preferred in Excel format
- XIII. AUDITS AND ACCOUNTING.** The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

- XIV. NON-EXCLUSIVE CONTRACT.** This is a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.
- XV. PRICING.** Prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your price.
- XVI. ADDITIONAL REQUIREMENTS.** The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused breach under this contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of this contract, all of which shall survive any setoffs and withholdings by the State.
- XVII. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS.** The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- XVIII. ATTACHMENTS.** This Participating Addendum includes the following attachments:
a. Attachment A: Price Sheet
- XIX. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Hertz Corp		1.4 Contractor Address 8501 Williams Rd Estero, FL 33928	
1.5 Contractor Phone Number (239) 301-7635	1.6 Account Unit and Class Various	1.7 Completion Date 7/31/2030	1.8 Price Limitation \$198,000.00
1.9 Contracting Officer for State Agency Lincoln Adams, Fleet Administrator		1.10 State Agency Telephone Number (603) 271-0580	
1.11 Contractor Signature DocuSigned by:  8B7F7A47C333419 Date: 12/3/2025		1.12 Name and Title of Contractor Signatory Michael DeRosa Sr. Director Government Sales	
1.13 State Agency Signature  Date: 12/30/25		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (<i>if applicable</i>) G&C Item number: _____ G&C Meeting Date: _____			

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE HERTZ CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on April 21, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 1783

Certificate Number: 0007341945



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of December A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that partially overlaps the seal of the State of New Hampshire.

David M. Scanlan
Secretary of State



AUTHORIZATION LETTER

Designation of Contractual Authority for Michael Derosa

1. Purpose

The purpose of this Letter is to formally designate an authorized representative of The Hertz Corporation ("Company") with the authority to bind the Company in matters related to government contracts, agreements, and obligations.

2. Authorized Representative

The Company hereby designates Michael Derosa, in his capacity as Senior Director, as an authorized representative of the Company. Michael Derosa is authorized to:

- Negotiate and execute contracts, subcontracts, modifications, and any related instruments on behalf of the Company;
- Make representations and certifications required under federal acquisition regulations (FAR); and
- Otherwise bind the Company to obligations related to government contracting matters.

3. Term

This authorization shall remain in full force and affect the earlier of the termination of his employment or this is revoked in writing by an officer of the Company. Any such revocation shall not affect any actions taken by Michael DeRosa prior to the date of revocation.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

DocuSigned by:
Casey P. Rodriguez
E6000948339143B...

DATE: 12/1/2025

Casey P. Rodriguez

Sr. Vice President

The Hertz Corporation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 30 South 17th Street PHILADELPHIA, PA 19103	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN102051407--GAWU-25-26	INSURER(S) AFFORDING COVERAGE	
INSURED Hertz Global Holdings, Inc. 8501 Williams Road Estero, FL 33928-3325	INSURER A : National Union Fire Insurance Co.	NAIC # 19445
	INSURER B : AIU Insurance Co	19399
	INSURER C : N/A	N/A
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-007429523-02 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		GL3372553	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		See Acord 101	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ SEE ACORD 101 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ N/A	WC062790867 (AOS) WC062790869 (WI)	01/01/2025 01/01/2025	01/01/2026 01/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Department of Administrative Services
Division of Procurement and Support Services
25 Capitol Street
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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