STATE OF NORTH CAROLINA
WAKE COUNTY

NORTH CAROLINA STATE UNIVERSITY
AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this 1st day of April 2014, by and between Hertz Equipment Rental, 225 Brae Blvd, Park Ridge, NJ 07656 ("Contractor"), and NC State University, c/o Purchasing Department, Campus Box 7212, Raleigh, North Carolina 27695 ("NC State").

WITNESSETH

WHEREAS, Contractor has submitted to NC State a proposal for the performance of certain professional services; and,

WHEREAS, NC State desires to enter into an agreement with Contractor for the performance of these professional services.

NOW, THEREFORE, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NC State and Contractor agree as follows:

1. **Scope of Services.** Contractor agrees to supply NC State with equipment rental and associated services described in the following attachments, attached hereto and incorporated by reference as if fully set forth herein. Documents include:

   (1) University’s Request for Proposals (RFP) #63-JGD10070, dated October 5, 2013
   (2) RFP Addendum Number One dated November 1, 2013
   (3) Contractor response dated November 11, 2013: noting that 1) the tab marked “Donlen Overview” is removed; the University is not accepting this program and; 2) the U.S. Communities Administration fee is applicable to all products and services made a part of this contract, including equipment financing.
   (4) Hertz pricing. See “Attachment A” for definition of Platinum, Gold and Preferred pricing.
   (5) University Request for Clarification Number 1 dated December 3, 2013
   (6) Contractor response to Request for Clarification dated December 3, 2013

   Contractor agrees to supply the University and U.S. Communities’ Participating Public Agencies (PPA’s) with equipment rental and associated services, and the University agrees to utilize the Contractor for these purposes.

2. **Term.** Contractor shall commence providing the Services on April 1, 2014, and shall terminate on March 31, 2017 (the “Term”). In addition, the University reserves the right to renew for one (1) additional, two-year period, not to exceed March 31, 2019.
3. **Key Personnel.** Contractor shall not substitute key personnel assigned to the performance of this Agreement without the prior written approval of NC State’s Contract Administrator. Contractor’s individual designated as key personnel for the purposes of this Agreement is James W. Fiscus, Division Vice President.

4. **Notices.** All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

   If to NC State:  
   Director of Materials Management  
   North Carolina State University  
   Campus Box 7212  
   Raleigh, NC 27695-7212

   If to Contractor:  
   Hertz Equipment Rental  
   James Fiscus, Division Vice President  
   225 Brae Blvd  
   Park Ridge, NJ 07656

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first written above.

**NC STATE UNIVERSITY:**

Authorized by:  
Name: Sharon D. Loosman

Title: Director of Materials Management  
Date: 2/12/2014

**CONTRACTOR**

By:  
Name: James W. Fiscus

Title: Division Vice President  
Date: 02-11-14
Pricing Definitions

Hertz pricing includes three (3) options: Platinum, Gold and Preferred defined as follows:

**Platinum:** Extended to Participating Public Agencies (PPA’s) where an agency enters into an exclusive agreement with Hertz by directly adopting this contract.

**Gold:** Extended to PPA’s where an agency enters into a non-exclusive agreement with Hertz by directly adopting this contract. Pricing is applicable to all PPA’s EXCEPT for 1) Platinum customers, 2) customers in North Dakota, South Dakota and Hawaii, and 3) new PPA’s when formal states of emergency have been declared in the respective locale, i.e. no agreement previously existed between Hertz and PPA.

**Preferred:** Extended to 1) all Participating Public Agencies in North Dakota, South Dakota, and Hawaii, and to 2) new PPA's requesting the contract when formal States of Emergency have been declared, i.e. no agreement previously existed between Hertz and PPA.

Note: If a customer already has Platinum or Gold pricing downloaded to its Hertz customer number(s) and a state of emergency is declared, the respective Platinum or Gold pricing will be the pricing used for all current and new rentals, including when a state of emergency has been declared.