

STATE OF NORTH CAROLINA
WAKE COUNTY

NCSU CONTRACT CONTROL # 11624

NORTH CAROLINA STATE UNIVERSITY

CONTRACT

THIS AGREEMENT ("Agreement"), made and entered into this 5th day of March 2009, by and between Hertz Equipment Rental Corporation, 225 Brae Boulevard, Park Ridge, New Jersey 07656, ("Contractor"), and the North Carolina State University, c/o Purchasing Department, Campus Box 7212, Raleigh, North Carolina 27695-7212 ("University").

WITNESSETH

THAT WHEREAS, the Contractor has submitted to the University a proposal for the performance of certain services; and,

WHEREAS, the University desires to enter into a contract with Contractor for the performance of these services; and,

WHEREAS, the parties hereto desire to reduce the terms of this agreement to writing; .

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. As outlined in the following documents:

- 1) University's Request for Proposals (RFP) Number 63-JGD99818 dated January 8, 2009
- 2) RFP Addendum Number One dated January 22, 2009
- 3) RFP Addendum Number Two dated January 23, 2009
- 4) RFP Addendum Number Three dated January 30, 2009
- 5) Contractor's RFP response dated February 6, 2009
- 6) Request for Clarification Number One dated February 11, 2009
- 7) Contractor's response to Clarification Number One dated February 20, 2009
- 8) Request for Clarification Number Two dated February 26, 2009
- 9) Contractor's response to Clarification Number Two dated March 2, 2009

Such documents incorporated herein by reference as if verbatim.

Specifically noted (see Attachment Numbers 8 & 9 for details) are the following changes to the portion of the Contractor's response document titled "Vendors Terms and Conditions of Rental"

Paragraph 5: Risk of Loss – The University is self insuring

Paragraph 7: Indemnify of Supplier: Indemnification/Hold Harmless shall be to the extent and to the limits of the North Carolina Tort Claims Act, and without otherwise waiving sovereign immunity.

Paragraph 9: Property Insurance: The University is self insuring

Paragraph 12: Late Payment Fee: This paragraph is deleted in its entirety

Contractor agrees to supply the University with equipment rental and associated services, and the University agrees to utilize the Contractor for such purposes.

2. Payment shall be made as follows:

For equipment rental services as outlined in the referenced documents, University shall pay the Contractor by University check upon receipt and approval of Contractor's original invoice.

3. The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The Contractor's individual(s) designated as key personnel for the purposes of this contract is Anthony Gonnella, Vice President of Sales, Robert D. Wood, Director of Materials Management, North Carolina State University, is designated the Project Coordinator for the University.

4. The services of the Contractor are to commence on the 1st day of April, 2009, and shall be completed by the 31st day of March, 2012. In addition, the University reserves the right to renew for two, additional one-year periods, not to exceed the 31st day of March 2014.

5. 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 the University: Robert D. Wood
Director of Materials Management
North Carolina State University
Campus Box 7212
Raleigh, NC 27695-7212
919.515.2171

If to the Contractor: Anthony Gonnella
225 Brae Boulevard
Park Ridge, NJ 07656
201.307.5244

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.

WITNESS: NORTH CAROLINA STATE UNIVERSITY
c/o Purchasing Department

Robert D. Wood

Recommended by: Robert D. Wood
Robert D. Wood
Project Coordinator Date: 03/16/09

Lisa Osborne

Authorized by:
BY: Ernest G. Murphrey
Ernest G. Murphrey
Associate Vice Chancellor for Finance and Business
Date: 03/18/09

WITNESS:

CONTRACTOR
BY: Anthony Gonnella
Anthony Gonnella
Vice President - Sales Date: 3/10/09

Federal Identification Number (FID):
13-6174127