

Amendment No. 1 to PO-10700-00043390

This is Amendment No. 1 (“Amendment”) to Master Agreement PO-10700-00043390, effective January 31, 2025, as amended from time to time, (“Master Agreement”) between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, State Procurement Services (“DAS SPS”), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and The Hertz Corporation (“Contractor”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

RECITALS

The purpose of this Amendment is:

1. To Modify Section 3 Term of the Master Agreement.
2. To Modify Section 5 Pricing of the Master Agreement.
3. To Modify Exhibit 3.1, Section 1.15, Sub-Section 1.15.2 One Way Rentals
4. To Replace Exhibit 3.1 Rates and Passenger Vehicles

AMENDMENT

The parties agree:

1. The Master Agreement is amended as follow:

- 1.1. Section 3 of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

3. Term of the Master Agreement

This Master Agreement is effective on the date it has been signed by the parties and has been approved as required by applicable law (“Effective Date”). The initial term of this Master Agreement ends August 1, 2026 (“Initial Term”). This Master Agreement may be extended beyond the Initial Term for additional terms, at the Lead State’s discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance, provided however the total Term of the Master Agreement, including the Initial term and all renewal terms, ~~may not be more than 5 years from the Effective Date,~~ **will not extend beyond July 31, 2030.**

- 1.2 Section 5 of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

5. Pricing

Except as provided in this Section, during the term of the Master Agreement, Contractor shall offer Services to Purchasing Entities at the pricing as set forth in Exhibit 3.1 (for Passenger Vehicles) and Exhibit ~~4.2~~ 4.1 (for Box Trucks).

5.1 Price Adjustments

All prices and rates must be guaranteed for the Initial Term of the Master Agreement. Following the Initial Term, any request for price or rate adjustment must be for an equal guarantee period of time and must be made at least (30) Calendar Days prior to the effective date of the price or rate adjustment. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

1.3 Exhibit 3, Section 15, subsection 1.15.2 One Way Rentals of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1.15.2 One Way Rentals: Contractor will charge the base rate and allowable charges identified for a vehicle rental **in Exhibit 3.1**. ~~as if a round-trip rental.~~ If a round trip is changed to a one-way rental, **after the Authorized User has booked the vehicle**, the Authorized User is required to confirm with contractor prior to **leaving the Contractors location with the vehicle** ~~taking it one way or the one-way terms to not apply.~~ Contractor shall not charge any drop fee.

1.4 Exhibit 3.1 Rates and Passenger Vehicles of the Master Agreement is replaced with Revised Exhibit 3.1 Rates and Passenger Vehicles, attached hereto, effective as of the Amendment Effective Date.

2. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or agency of this state.
3. Contractor shall comply with all federal laws applicable to the Contractor and to the Services to be provided under the Master Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Master Agreement, Contractor has no financial or other interest in the outcome of the project.
4. Except as expressly amended above, all other terms and conditions of the Master Agreement, including as previously amended, are still in full force and effect. Contractor certifies that the representations, warranties, and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.
5. Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:
 - 5.1. The number set forth in the Master Agreement is Contractor correct taxpayer identification number; and
 - 5.2. Contractor is not subject to backup withholding because:
 - 5.2.1. Contractor is exempt from backup withholding,
 - 5.2.2. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - 5.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
 - 5.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
 - 5.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and
 - 5.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor and
 - 5.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or services, or property, whether tangible or intangible, provided by Contractor and
 - 5.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
 - 5.4. In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on

this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Signatures:

The Hertz Corporation:

Signature: Michael DeRosa Date: 2/10/25

Printed Name, Title: Michael DeRosa, Senior Director Government Sales

Federal Tax ID: 13-1938568 Oregon Tax ID: _____

State of Oregon, by and through its Department of Administrative Services, State Procurement Services:

Signature: John Anglemier Date: 02/10/2025

Printed Name, Title: John Anglemier State Procurement Manager

Approved pursuant to ORS 291.047:

Karen J. Johnson, Sr. Assistant Attorney February 10, 2025
Signature: General Via email Date: _____
GF 0182-24

Matter: _____

