



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Page 1 of 2

NOTICE OF AWARD

The Hertz Corporation
Michael DeRosa, Senior Director of Government Sales
8501 Williams Road
Estero, FL 33928

Contract No. & Description: 975-C1 Vehicle Rental Services
Term of Contract: Date of Deputy Comptroller's signature on this Notice of Award through the expiration of the Base Contract (currently August 1, 2026; with optional renewal terms through January 31, 2030).

The Comptroller of Public Accounts (CPA) accepts the Texas Cooperative Contract Vendor Checklist and Certifications of The Hertz Corporation (Contractor) and hereby awards Contractor a Texas Cooperative contract (Contract). Contractor's awarded services will be processed through CPA's Statewide Contract Management (SCM).

The Contract consists of the documents stated in Section 2 Contract Documents of the Cooperative Contract Terms and Conditions, and the attached Addendum. Any excluded services may not be sold under the Contract.

To the extent there are conflicts between the Base Contract (between NASPO ValuePoint and Contractor, dated January 31, 2025) and the Cooperative Contract Terms and Conditions, the Cooperative Contract Terms and Conditions control.

Only those assumptions and exceptions specifically noted in the attached Addendum have been accepted by CPA. All other assumptions and exceptions are specifically denied. Any oral discussions, representations, or accommodations regarding assumptions or exceptions are specifically disclaimed.

Contractor may advertise the awarded Contract to Texas state agencies and Texas SmartBuy Member entities. A draft of the advertisement or marketing material must be submitted to SCM for approval at spd.cmo@cpa.texas.gov.

Contractor may accept offline orders, defined as orders placed outside the Texas SmartBuy system. Customers may order services available under this Contract directly from the Contractor when the purchase cannot be placed through Texas SmartBuy. Contractor must report to CPA offline sales under the Contract quarterly. The dollar value of a sale is the price paid by the Customer for the services. The Contractor shall report the quarterly dollar value of sales electronically in the format provided by CPA. If no sales occur, the Contractor shall report no sales. The quarterly offline sales report shall be submitted electronically to tsb.offline.sales@cpa.texas.gov.

CPA does not guarantee a specific volume to be purchased throughout the term of the Contract. No minimum compensation to the Contractor is guaranteed.

As a reminder, per NASPO base contract terms, Contractor shall promptly email a PDF copy of this fully executed agreement to NASPO ValuePoint at pa@naspovaluepoint.org.

Texas Comptroller of Public Accounts

DocuSigned by:



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Lisa Craven

Deputy Comptroller

Date: 7/22/2025 | 7:40 PM CDT

**ADDENDUM
TO CONTRACT 975-C1
BETWEEN
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
AND
THE HERTZ CORPORATION**

This Addendum to Contract 975-C1 (“Contract”) is entered into between The Hertz Corporation (“Contractor”) and the Texas Comptroller of Public Accounts, an agency of the State of Texas (collectively referred to as “the parties”).

I. Stipulations

1. To the extent there are conflicts between the Base Contract (between Contractor and 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, dated effective January 31, 2025) and the Texas Comptroller of Public Accounts Cooperative Contract Terms and Conditions (COOP Terms and Conditions), the COOP Terms and Conditions control, including the following stipulations:
 - a. Notwithstanding any terms and conditions in the Base Contract providing otherwise, payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.
 - b. COOP Terms and Conditions Section 12 (Audit Requirements) and Section 15 (Records Retention) control over the Base Contract’s Section 10.1 (Records Administration and Audit).
 - c. Except for the Base Contract’s Section 10.6 (Cancellation), all rights to terminate this Contract are governed by COOP Terms and Conditions Section 19. Termination of the Base Contract by either party (Contractor or the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services, as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program) or its successor(s) shall operate as a termination of this Contract, which will be accomplished pursuant to COOP Terms and Conditions Section 19(a) (Termination for Convenience).
 - d. COOP Terms and Conditions Section 28 (Indemnification) controls over the Base Contract’s Section 8 (Indemnification) and Exhibit 7 (Rental Packet & Info).
 - e. When applicable pursuant to the terms of the Base Contract, the loss of use fee described in Section 1.9 (Liability for Rental Vehicle) of the Base Contract may be charged for no more than five (5) days of unavailability.
 - f. The one-time fee for smoking damages described in Section 1.9 (Liability for Rental Vehicle) of the Base Contract is \$400, subject to change by mutual agreement of the parties to be documented by amendment of this Contract.
 - g. COOP Terms and Conditions Section 40 (Limitation of Liability) controls over the Base Contract’s Exhibit 7 (Rental Packet & Info).
 - h. Section 4(g) (regarding a limited power of attorney granted by CPA to Contractor) of the Base Contract’s Exhibit 7 (Rental Packet & Info) does not apply to this Contract. CPA does not grant any power of attorney to Contractor.
 - i. COOP Terms and Conditions Section 42 (Governing Law and Venue) controls with respect to this Contract.

- j. All disputes shall be governed by COOP Terms and Conditions Section 37 (Dispute Resolution); Section 9 (Arbitration Provision and Class Action Waiver) of the Base Contract's Exhibit 7 (Rental Packet & Info) does not apply to this Contract.
- k. Pages 35 – 50 of the Base Contract's Exhibit 7 (Rental Packet & Info) are for illustrative purposes only and do not affect either parties' rights or obligations under this participating agreement.
- l. For purposes of this participating agreement, Counter Discount Program (CDP) Sponsor means the State of Texas, CPA, or, Texas SmartBuy Customer, as applicable.
- m. Hertz will comply with applicable data protection laws and in accordance with its privacy policy.
- n. Base Contract's Exhibit 7 (Rental Packet & Info) Section 8 (1) (Refueling Options) controls over the Base Contract's Exhibit 3 Section 3.2 (Full Fuel Tanks).

2. Contractor and CPA further agree to amend the COOP Terms and Conditions as follows:

- a. COOP Terms and Conditions Section 2(a) (List of Documents) is replaced with the following:
 - (a) List of Documents. This Contract consists of: (1) this Cooperative Terms and Conditions document, (2) the Cooperative Vendor Checklist, (3) the Base Contract including Amendment No. 1 (executed February 10, 2025) and Amendment No. 2 (executed April 2, 2025) and any participating agreement between CPA and the base contracting entity, and (4) the Texas SmartBuy Catalog approved by CPA.
- b. COOP Terms and Conditions Section 2(c) (Base Contract Modifications) is replaced with the following:
 - (c) Base Contract Modifications. Modifications of the Base Contract are only effective to the extent they are not in conflict with the Cooperative Contract Terms and Conditions and are authorized by applicable laws, rules, and regulations. CPA reserves the right to reject, within 60 days of receipt of the Contractor's notice of modification required by Section 3(d), incorporation of the Base Contract's modification into this Contract.
- c. COOP Terms and Conditions Sections 6(e) (Online Ordering) and 6(f) (Offline Sales Prohibited) are deleted in their entirety.
- d. The following new subsection (e) is added to COOP Terms and Conditions Section 6 (Purchase Orders):
 - (e) Offline Ordering - Customers may purchase goods or services available under Contractor's Cooperative contract directly through the Contractor.
 - (i) Reporting Requirements. Contractor shall submit quarterly sales reports directly to CPA. The dollar value of the sale must be the price paid by the Customer for the services under the Contract. If no offline sales occur, Contractor must report "no sales". Contractor shall submit reports no later than sixty (60) calendar days following the end of the calendar quarter. Contractor shall submit the quarterly sales report electronically to CPA Contract Management at tcmo.reporting@cpa.texas.gov in the format prescribed by CPA. CPA, at its sole discretion, may modify contract reporting

requirements to meet the evolving needs of CPA and its Customers. If Contractor fails to submit sales reports, falsifies sales reports, or fails to submit sales reports in a timely manner, CPA may terminate the Contract pursuant to Section 19(b) (Termination for Cause).

- a. Detailed Sales Data. Contractor shall also report detailed sales data by (1) provider name, (2) renting entity, (3) city in which vehicle rented, (4) state in which vehicle rented, (5) vendor rental agreement number, (6) checkout date, (7) check-in date, (8) miles driven, (9) vehicle type reserved, (10) vehicle type driven, (11) vehicle type charged, (12) master agreement rental price, (13) days charged, and (14) total charged renting entity. The report shall be submitted in the format prescribed by CPA to the assigned Contract Manager.
- e. COOP Terms and Conditions Section 7(a) (Texas SmartBuy Administrative Fee) is replaced with the following:
- (a) Texas SmartBuy Administrative Fee. No later than 60 calendar days following the end of each calendar quarter, Contractor shall pay to CPA, or its assignee, an administrative fee of 1.5% on all Contract sales. If Contractor wishes to recover this fee from Customers, Contractor may charge up to 1.5% more for goods and services under the Contract than it does under the Base Contract. Contractor must make any price adjustment permitted by this section before submitting the Texas Smart Buy Catalog to CPA.
 - (i) CPA will invoice Contractor for the prior quarter's sales. Payment is due as provided in Section 7(a) (Texas SmartBuy Administrative Fee).
 - (ii) The administrative fee payment should be identified as "Texas SmartBuy Admin Fee" and made payable to "Texas Comptroller of Public Accounts." Contractor may remit payment by check to: Texas Comptroller of Public Accounts, Attn: Texas SmartBuy Administrative Fee, P.O. Box 13106, Austin, TX 78711-3106. If Contractor prefers to pay by ACH debit, it must request instructions from CPA.
 - (iii) The Texas SmartBuy administrative fee is subject to change at the sole discretion of CPA. CPA will provide Contractor with written notice of any increase to the Texas SmartBuy administrative fee.
- f. COOP Terms and Conditions Section 8(a) (New Items) is replaced with the following:
- (a) Reserved.
- g. COOP Terms and Conditions Section 17 (Insurance) is replaced with the following:
17. Insurance

Contractor represents and warrants that it will obtain and maintain for the term of this Contract all insurance coverage required to ensure proper fulfillment of the Contract and its liabilities

thereunder. Contractor represents and warrants that all of the required coverage will be obtained from companies that are licensed in the state of Texas, have an "A-" rating from AM Best, and are authorized to provide the coverage. Contractor shall furnish proof of insurance upon request to a Customer or CPA. Contractor shall insure all motor vehicles used to fulfill its duties under the Contract. Such insurance shall comply with all statutory requirements of all states in which Contractor performs under this Contract. If performing work in a Customer facility, Contractor shall maintain commercial general liability of at least \$1,000,000 per occurrence, employer's liability of at least \$1,000,000 per accident, and umbrella liability of at least \$1,000,000 per occurrence. If Contractor takes possession of Customer personal property, Contractor shall maintain insurance in types and amounts sufficient to replace such property if it is destroyed. If it has employees in the state of Texas, Contractor shall obtain worker's compensation insurance in Texas. All insurance policies must (1) be written on a primary and non-contributory basis, (2) name the state of Texas as a certificate holder on all certificates of insurance, (3) name the state of Texas, its officers, and employees as additional insureds on all policies other than workers' compensation, and (4) include a waiver of subrogation in favor of the state of Texas, its officers, and employees for bodily injury (including death), property damage or any other loss arising from this Contract or any purchase order. Contract may self-insure to the extent permitted by applicable law.

h. The following subsections are added to Section 29 (Representations and Certifications):

(gg) False Statements. If it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Contract, Contractor will be in default under the Contract and CPA may terminate or void the Contract.

II. Other Terms and Signatures

1. In the event of conflict between this Addendum and any other Contract document, this Addendum controls.
2. This Addendum is effective as of the effective date of the Contract as set out in the Notice of Award.
3. The undersigned represent and warrant that they are authorized to sign this Addendum on behalf of the parties.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

DocuSigned by:
Lisa Craven
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By: _____
Lisa Craven, Deputy Comptroller

Date: 7/22/2025 | 7:40 PM CDT

THE HERTZ CORPORATION

Michael DeRosa

(Signature)

Michael DeRosa

(Name)

Senior Director Government Sales

(Title)

Date: 7/18/25
