

**AMENDMENT #7 to
PRICE AGREEMENT# 9949**

I. This is Amendment No. 7 to Price Agreement # 9949 (as amended from time to time, the "Price Agreement") dated October 19, 2009 between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Office, hereafter called "DAS SPO" or "State" and The Hertz Corporation ("Contractor"), 225 Brae Blvd., Park Ridge, NJ 07656 hereafter called "Contractor". This Amendment is effective on the date it has been signed by every party and approved in accordance with applicable law.

The purpose of this Amendment is to adjust the daily rental rates by 3% and specify the PPI index for price adjustments.

II. The Price Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets with strikethrough)

1. 3.3 PRICE ADJUSTMENTS This Price Agreement is enforceable and Exhibit E prices are firm for the initial twelve months of the Price Agreement. After this initial twelve (12) month period, Contractor may seek a size classification price increase for Services reflecting increased costs by submitting a written request to DAS SPO, including all appropriate cost/price documentation to substantiate the proposed price increase. The State, acting through DAS SPO, reserves the right in its sole discretion to determine whether the documentation is sufficient, whether to require additional documentation, whether to require independent verification of the documentation submitted, and whether to accept or reject any requested increase or offer some lesser amount.. The requested increase must not exceed the Producer Price Index Product Code No. 532111-211 "Passenger car rental for business travel" for the current year. Contractor may request an increase greater than the PPI stated above. However, Contractor must justify the increase with additional documentation that DAS SPO may require at the time of the price increase request. If approved, the price increase is effective on the date specified in the approval and shall be firm for a minimum of twelve (12) months from that date. Contractor shall not request a price increase more often than every twelve (12) months. No more than one price increase will be granted in any 12-month period.

2. Exhibit E and E-1 Pricing Sheets as revised by Amendment No. 6 are deleted and replaced with Exhibit E and E-1 Pricing Sheets as revised by this Amendment No. 7, which are attached to and incorporated by this reference into this Amendment No. 7.

III. Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of execution of the Price Agreement.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) 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 (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certification, "Oregon tax laws" means the tax laws names is ORS 305.380 (4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax., 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor data is true and accurate.

CONTRACTOR: The Hertz Corporation

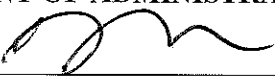
By: G.R. Mobarakli Director Govt sales

Name: G.Z. Mobaraki

Title: Director

Date

DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE PROCUREMENT OFFICE:

Approved By: 

State Procurement Analyst

1/5/12

Name: Tim Hay

Title:

Date

APPROVED AS TO LEGAL SUFFICIENCY

Approved By: Bill Nessly, Assistant Attorney General via email 12/20/2011

Name:

Title:

Date