

Amendment No. 1 Hertz Master Agreement for Vehicle Rental Services

This is Amendment No. 1 to Agreement 9409, dated May 21, 2019, as amended from time to time, NASPO ValuePoint Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and 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

1. Revised Section 7 NASPO ValuePoint Summary and Detailed Reports
2. Deleted Exhibit D in its entirety and added the new Exhibit D Attached.

The Master Agreement is amended as follows:

1. Section 7 NASPO ValuePoint Summary and Detailed Usage Reports, of the Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):
 - b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) **Provider name** state; (2) **Renting Entity (State)** entity/customer type, e.g. local government, higher education, K12, non-profit; (3) **City Vehicle Rented in** Purchasing Entity name; (4) **State Vehicle Rented in** Purchasing Entity bill-to and ship-to locations; (4) **5) Vendor Rental Agreement Number** Purchasing Entity and Contractor Request for Services identifier/number(s); (5) **6) Checkout Date** (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Request for Services date; (7) **Vehicle Check in Date** Ship Date; (8) **Miles driven**; (9) **Vehicle Type Reserved**; (10) **Vehicle Type Rented**; (11) **Vehicle Type Charged**; (12) **Master Agreement Rental Price**; (13) **Days Charged** (14) **and Total Charged** **Renting Entity** and line item description. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Exhibit D.
2. Exhibit D is deleted in its entirety and replaced with Exhibit D attached.
3. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
4. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within thirty (30) days of the Amendment Effective Date, Contractor shall provide to Agency a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.
5. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Master Agreement, Contractor shall maintain, throughout the duration of this Master Agreement, a policy and practice that

comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.

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

Certification:

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor correct taxpayer identification number;
- b. 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.
- c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
 - i. all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
 - ii. 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
 - iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- d. 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.

CONTRACTOR

By: _____

Kevin Knorr

Title: _____

Director, Government Sales

Date: _____

7-8-19

FEID # _____

13-1938568

**STATE OF OREGON, acting by and through its
Department of Administrative Services,
Procurement Services**

By: _____

Title: _____

DAF CPO

Date: _____

7-8-19

Approved pursuant to ORS 291.047

By: Not needed for this Amendment.

Assistant Attorney General

Date: _____