

Awards/Agreements

The Hertz Corporation
Nationwide Vehicle Rental Services, Hertz



Supplier Address

The Hertz Corporation
450 McClellan Hwy
Boston, MA 02128

Contact: Sam Crawley
Phone: 1 (804) 475-2771
Fax:
Email: Scrawley@hertz.com

Contract # 9949
Amendment # 10
Revision Date 10/24/2016
Opportunity # 102-1524-09 Vers 4
Contract Start Date 10/19/2009
Expiration Date 10/18/2018
Supplier Number 43357

All dates are mm/dd/yyyy

Attachments Exist

Secondary Suppliers Do Not Exist

Contract Administrator

State Procurement Office
1225 Ferry Street SE, U140
Salem, OR 97301-4285

Contact: Kaliska King
Phone: 1 (503) 378-5332
Fax:
Email: Kaliska.King@oregon.gov

Receiving Address

See purchase order

Contract Filed At

DAS PS

Amendment #10 is to update the contact information for Hertz and extend the expire date to 2018.

Revision #3 is to update the Contract Administrator to Kaliska King from Josh Hardage

Revision #2: Update certificate of liability insurance expirations. 1/4/2016 ns

Revision # 1 fix summary page. glc

Amendment # 9

a. Reflect the name change of the DAS SPO to the Department of Administrative Services, Enterprise Goods and Services Division, Procurement Services ("DAS PS") and name change of the cooperative program from Western States Contracting Alliance (WSCA) also known as WSCA-NASPO Cooperative Purchasing Program (WSCA-NASPO) to NASPO ValuePoint Cooperative Purchasing Program ("NASPO ValuePoint").

b. Modify the Preamble, Section 1 Definitions, Section 3.1 Term of the Price Agreement, Section 3.3 Price Adjustments, Section 21.0 Notices; Exhibit A: Section 4.1 Administrative and Contract Management Reports, Section 4.2 Volume Sales Reports; and Exhibit G NASPO ValuePoint Standard Contract Terms and Conditions.

c. Delete and replace the Master Price Agreement Preamble; Exhibit A: Section 2.10 Vehicle Models and Section 4.6 Administrative Fee; Exhibit E NASPO ValuePoint Pricing and Exhibit E-1 Pricing Sheet, Oregon Pricing; and Exhibit H Participating Addendum.

d. Delete Section 1.24 Hourly Programs in its entirety because Hertz no longer offers "Connect by Hertz" and delete Exhibit F WSCA Contract Quarterly Administrative Fee and Sales Report in its entirety because the provision has been moved and incorporated into Section 4.2 Volume Sales Reports.

Revision # 7 change contract administrator. glc

Revision # 6: Update certificate of liability insurance expirations. 1/9/2015 ns

Revision # 5 change Hertz contact and remove Dollar/Thrifty memo. glc

Revision # 4 To update contract administrator to Gail Carter. JK 7/30/13

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Revision # 3 Added Dollar / Thrifty Brands to Price Agreement

Revision # 2 Updated Contract Administrator

Revision # 1 Corrected Hertz Point of Contact phone number.

Amendment # 8 Extended the term three years to 10/18/2015

Revision # 1 - Updates Commercial General Liability, Automobile Liability, and Additional Insured Language - LED 1/6/2012

1/5/12 Amendment # 7 Increased pricing by 3%. Clairfied PPI Increase Language

Revision # 1 Added claification language from Price Agreement to Pricing sheets.

Amendment # 6 Updated pricing sheets. Corrected math extension errors for weekly and monthly rentals.

Amendment # 5 Updated Vehicle Lists

Revision # 2 to updat Header comments - led 5/19/2011

4/25/2011 Revision # 1 Updated Contract Summary Document

Amendment # 4 Added Hailey and Lewiston ID as surcharge locations.

Revision # 1 Updated insurance (CGL,Auto,Wkrs Comp) 1/6/11 Murray

Amendment # 3 Updated VCAF Language

7/08/2010 Amendment # 2 Updated language concerning Customer Loyalty Programs and removed \$10.00 surcharge at the Salem Airport for Sedans.

7/08/2010 Amendment # 1 See attached Amendment. Removed Credit Card as a form a payment for direct billing.

Revision # 3 Updated insurance (CGL,Auto,Wkrs Comp) Murray 2/17/10

Revision # 2 11/23/2009 Replaced the Scope of Services with the corrected one. Previous scope of services referenced the wrong contractor.

Revision # 1 Added permitted users of this Price Agreement

Header Comments

This price Agreement is for the following Goods/Services:

Nationwide Vehicle Rental Services

This is 1 of 2 Price Agreements Awarded for the category of items/services listed:

PA9950: Enterprise Rent-A- Car company:

All Categories listed in RFP 102-1524-09: Provide nationwide rental of passenger cars, light duty pick-up trucks, sport utility vehicles and 7-passenger mini-vans, 12-passenger and cargo vans, and other vehicles, and related services.

For purposes of the size classifications in Section 2.10, "intermediate" or "standard" is defined as a mid-sized four-door sedan automobile capable of comfortably transporting four adult passengers and four pieces of luggage (luggage to fall within the size category of airline "carry on").

Multiple Price Agreement Selection Process:

Participants should contract for vehicle rental in the most efficient and cost-effective

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manner resulting in the best value to the Participant. Participants and Travelers are encouraged to use the Contractor offering the lowest price vehicle rental choice under the Master Agreement.

Authorized Users:

-State Agencies
-ORCCP Members

Mandatory Usage:

This Price Agreement is a mandatory contract for all State Agencies under DAS purchasing authority.

Order Information:

Agencies and ORCCP Members must use one of the following Corporate Account Numbers when making a reservation:

- State of Oregon 67309
- University of Oregon 1485589
- Oregon State University 1681873
- OHSU 1573290
- Portland State University 221255
- Oregon Cooperative Purchasing 1869189

Contract under this Price Agreement is effective when Participant requests one or more vehicles, whether that request is made by telephone or by facsimile or through electronic communication (e-mail or on-line booking) and when the Contractor delivers the requested vehicle(s) to Participant and Participant accepts the vehicle(s). Each Contract consists of the terms and conditions shown in the Price Agreement (including Exhibits), any applicable Participating Addendum, and the transaction details in the Standard Rental Form. Each such Contract is separate between the parties, enforceable in accordance with the terms thereof and independent of all such other contracts.

In lieu of a State purchase order form, Contractor will use a then-Standard Rental Form in the jurisdiction in which the vehicle rental occurs to document transaction details for each vehicle rental. Operative provisions in the Standard Rental Form will include designation of Participant and its Traveler; Services and products purchased under the terms of the Price Agreement (including invoicing details such as license plate number, delivery date and time, odometer at time of delivery and time of return, return date and time, reservation number, and invoicing address), disclosures and other language required in a vehicle rental agreement by the jurisdiction in which the vehicle rental occurs and any terms and conditions that do not directly conflict with the terms of the Price Agreement or Participating Addendum. Contractor may use the Standard Rental Form to assist in maintaining the inventory of its vehicles. Contractor and SPO acknowledge and agree that those pre-printed terms and conditions located in or incorporated by reference into the Standard Rental Form that directly conflict with the terms of the Price Agreement or a Participating Addendum, including, but not limited to, any section regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability are not binding on the parties and have no force or effect and are null and void with regard to vehicles delivered pursuant to the terms of this Price Agreement. The terms of the Price Agreement take precedence over and supersede all other conflicting terms and conditions, express or implied.

In the event of any conflict or inconsistencies among Contract documents, the following order of precedence shall apply:

- A. the terms and condition of the Price Agreement;
- B. exhibits to the Price Agreement;
- C. the transaction details contained in the Standard Rental Form.

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Contractor shall provide a 24 hour customer service number accessible by a toll free telephone number.

Domestic Reservations: 800-654-3131
International Reservations: 800-654-3001

Delivery Requirements See Price Agreement			
Payment Terms Net 30			
FOB (Not Applicable)			
Item #	Quantity / Unit	Description	Unit Cost
1	1 EACH	Commodity No. 975-14-40 AUTOMOBILE RENTAL OR LEASE SERVICES See Attached pricing sheets	\$0.00

Mandatory or Convenience Mandatory	Renewal Option	Current Amendment Value \$0.00
Minimum Order N/A		Previous Contract Value \$10,000,000.00
Return Policy N/A		Current Amended Value \$10,000,000.00
Warranty N/A		
Best Value Analysis		
Freight/Surcharge		