

AMENDMENT NO.: 1

Contract No.: 518-410-19-ACS

Contract Title: Industrial Equipment and Tool Rental

This Amendment ("Amendment") to the Industrial Equipment and Tool Rental Contract No. 518-410-19-ACS ("Contract") between the State of Florida, Department of Management Services ("Department") and Herc Rental, Inc. ("Contractor"), collectively referred to herein as the "Parties," shall be effective April 1, 2019. All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement as provided in section 9, "Modifications or Additions to Master Agreement," of the Contract; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment. The Contract is amended to update Section 3, Contract Reporting, and Section 4, Contract Quarterly Sales Reports. Section 3, Contract Reporting, is amended, as follows:

Report	Period Covered	Due dates
MFMP Transaction Report	Calendar month	10 business days after close of the period
Contract Quarterly Sales Report	State's Fiscal Quarter	10 calendar days after close of the period
Diversity Report	State Fiscal Year	10 business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date
Proof of Insurance	Annual	Upon policy renewal

The first paragraph of Section 4, Quarterly Sales Reports, is amended, as follows:

The Contractor agrees to submit a Quarterly Sales Report (Exhibit E) to the DMS Contract Manager in the format to be provided by the Contract Manager ten (10) calendar days after the close of the State Fiscal quarter (October 10, January 10, April 10, and July 10). Additional changes may be requested and implemented by the DMS Contract Manager after award and during the life of the Participating Addendum. The Quarterly Sales Report can be found at this link:

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resource/s/vendor_sales_report_format

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to this subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

HERC RENTALS, INC.

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

Rosalyn Ingram
Director of State Purchasing and
Chief Procurement Officer

Date:

Date:

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to this subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

HERC RENTALS, INC.



3/6/2019
Date: _____

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**


Rosalyn Ingram
Director of State Purchasing and
Chief Procurement Officer

3/7/19
Date: _____