

**AMENDMENT #1 to
PRICE AGREEMENT# 1652**

This is Amendment No. 1 to Price Agreement #1652 dated May 1, 2021 ("Price Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services, hereafter called "DAS PS" or "Agency" and Gee Automotive Portland VII, LLC (dba Ron Tonkin Chrysler Jeep Dodge Ram Fiat) (hereafter called "Contractor"). This Amendment is effective on the date it has been signed by every party and approved in accordance with applicable law ("Amendment Effective Date").

Specific Amendments to the Price Agreement. The Price Agreement is hereby amended as follows (new language is indicated in **bold and underlined** and deleted language is indicated by [brackets] and ~~strikethrough~~.

All capitalized terms used in this Amendment that are not defined herein shall have the same meaning as in the Price Agreement.

The parties agree to amend the Price Agreement, as follows:

1. **Section 1.3.7** is hereby added to the Agreement.

1.3.7 If Goods specified in Exhibit A are unavailable from the manufacturer, Contractor may offer Authorized Purchaser(s) goods from Contractor's current in-stock models. Prices for in-stock models shall be provided by Contractor in a written quote upon the request of Agency. Except for the pricing specified in Exhibit A, in-stock models offered under this Agreement are subject to the terms and conditions of this Agreement and must meet all specification requirements in Exhibit D of this Agreement.

Except as expressly amended above, all other terms and conditions of the Price Agreement shall remain 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 Amendment Effective Date and with the same effect as though made on the Amendment Effective Date.

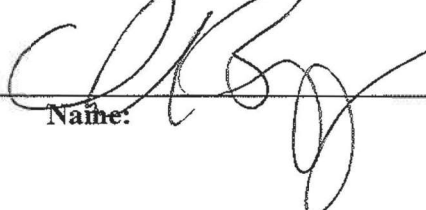
Certifications. The individual signing on behalf of Contractor hereby:

- A. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (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, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Contract, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; and local taxes administered by the Oregon Department of Revenue under ORS 305.620; (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; (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; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;
- B. Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-

owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;

- C. Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Contract, to maintain the policy and practice in force during the entire Contract term.
- D. Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

CONTRACTOR: GEE AUTOMOTIVE PORTLAND VII, LLC

By:  Fleet Manager 10/04/21
Name: Title: Date

DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES:

Approved By: Darwin Kumpula Procurement Manager 10/4/21
Name: Title: Date

Digitally signed by Darwin Kumpula
Date: 2021.10.04 15:56:46 -07'00'

Legal Review:

Approved by Marc Bocci

Per email dated: October 1, 2021