



**WSCA PARTICIPATING ADDENDUM
Nationwide Vehicle Rental Services
Oregon Master Price Agreement Number: 9950
Enterprise Rent-A-Car and National Car Rental**

State of Maine

State Contract Number: MA - 18P- 10101200000000000088

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This Participating Addendum adds the State of MAINE (hereinafter "Participating State") as a Participating entity to purchase from the WSCA Price Agreement, Number 9950, with Enterprise Rent-A-Car and National Car Rental (hereinafter "Contractor").

1. Scope: This addendum covers Nationwide Vehicle Rental Services within the scope of the WSCA Master Agreement for State Agencies and Political Subdivisions.
2. Changes: See Maine Specific Terms and Conditions on pages 4 and 5.

3. Primary Contacts:

a. The primary contact for lead state:

Contact: Tim A. Hay
State/Political Entity: Oregon Department of Administrative Services, State Procurement Office
Address: 1225 Ferry St SE U140
City, State, Zip: Salem, OR 97301-4285
Phone: 503-378-4650
Fax: 503-373-1626
Email: tim.hay@state.or.us

b. The primary contact for the Contractor:

Contact: Davion L. Leese
Entity: Business Rental Account Development, Enterprise Holdings
Address: 20400 S.W. Teton Avenue
City, State, Zip: Tualatin, OR 97602
Phone: 503-612-8195
Fax: 503-467-5547
Email: davion.l.leese@ehi.com



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c. The primary contact for the Participating State:

Contact: **Betty Lamoreau**
State/Political Entity: **State of Maine**
Address: **9 State House Station**
City, State, Zip: **Augusta ME 04333-0009**
Phone: **(207) 624-7340**
Fax: **(207) 624-5086**
Email: **Betty.M.Lamoreau@maine.gov**

d. Contractor's Primary Contact for Participating State:

Contact: **Ryan Crocker**
Entity: **Enterprise Holdings Inc.**
Address: **160A Larrabee Rd, Ste. 2**
City, State, Zip: **Westbrook, ME 04092**
Phone: **(207) 632-2498**
Fax: **(781) 915-0768**
Email: **Ryan.A.Crocker@EHI.com**

4. Contract Number: The contract number for the Participating State is MA - 18P- 10101200000000000088.

This participating addendum and the WSCA Master Price Agreement, (administered by the State of Oregon) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter thereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum or the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.



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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of: MAINE

Contractor: Enterprise Holdings Inc.

Signature: Betty M. Lamoreau

Signature: [Handwritten Signature]

Name: Betty M. Lamoreau

Name: Mare Christensen

Title: Director, Division of Purchases

Title: Regional Vice President

Date: October 15, 2010

Date: 2/21/11



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MAINE SPECIFIC TERMS AND CONDITIONS

In addition to the terms and conditions in Master Price Agreement (Contract) 9950, entered into between the Western States Contracting Alliance (WSCA) and the National Association of State Procurement Officials (NASPO), acting by and through the State of Oregon and the selected Independent Contractor(s), this Participating Addendum between the State of Maine and Enterprise Rent-A-Car and National Car Rental (MA 18P 10101200000000000088) includes the following terms and conditions:

1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.



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damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

4. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of: MAINE

Contractor: Maine Enterprise Holdings

Signature: Betty M Lamoreau

Signature: Marc Christensen

Name: Betty M. Lamoreau

Name: Marc Christensen

Title: Director, Division of Purchases

Title: Regional Vice President

Date: March 10, 2011

Date: 3/12/11