

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
SHI International Corporation
Master Agreement No: ADSPO16-130651
(hereinafter "Contractor")

And

State of Maine
(hereinafter "Participating State/Entity")

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1. Scope: This addendum covers the *Software Value Added Reseller* contract led by the State of Arizona for use by state agencies and other entities located in the Participating State [*or State Entity*] authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement: (*These modifications or additions apply only to actions and relationships within the Participating Entity.*)

Participating State/Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

i. 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

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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.

ii. GOVERNING LAW This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

iii. STATE HELD HARMLESS The contractor shall release, protect, indemnify and hold WSCA-NASPO and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

iv. 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.

4. Lease Agreements: *Reserved.*

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5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Participating Entity – Contract Grant Specialist

Name	Justin Franzose
Address	111 Sewall St, SHS #9, Augusta, ME 04333-0009
Telephone	207-624-7337
Fax	207-287-6578
E-mail	Justin.Franzose@maine.gov

Participating Entity – Procurement Manager

Name	Terry Demerchant
Address	111 Sewall St, SHS #9, Augusta, ME 04333-0009
Telephone	207-624-7334
Fax	207-287-6578
E-mail	Terry.Demerchant@maine.gov

6. Subcontractors: All subcontractors, dealers, and resellers authorized in the State of *Maine*, as shown on the dedicated **SHI International Corp.** (cooperative contract) website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. The **SHI International Corp.** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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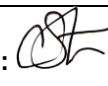
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Maine	Contractor: SHI International Corp.
Signature: 	Signature: 
Name: Kevin Scheirer	Name: Cassie Skelton
Title: Director, Division of Purchases	Title: Sr. Contracts Specialist
Date: 9/23/2016	Date: 9/12/16

For questions on executing a participating addendum, please contact:

NASPO ValuePoint
 Cooperative Development Coordinator
 Telephone
 Email

Ted Fosket
 (907) 723-3360
 tfosket@naspovaluepoint.org

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PA@naspovaluepoint.org TO SUPPORT DOCUMENTATION OF PARTICIPATION AND
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