

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 03/07/16**Expiration Date:** 05/31/20**Master Agreement Description:** HPE Network Communications Devices and Accessories**Buyer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

JUSTIN FRANZOSE 207-624-7337 ext. justin.franzose@maine.gov

Requestor Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Authorized Departments

ALL

Vendor Information**Vendor Line #:** 1**Vendor ID**

VS0000019711

Vendor Name

Hewlett-Packard Enterprise Company

Alias/DBA**Vendor Address Information**

3000 Hanover Street

Palo Alto, CA 94304

US

Vendor Contact Information

Fernando Castillo

52-332-282-2385 ext.

Commodity Information

Vendor Line #: 1

Vendor Name: Hewlett-Packard Enterprise Company

Commodity Line #: 1

Commodity Code: 20928

Commodity Description: HPE Network Communications Devices Accessories (NASPO VP)

Commodity Specifications: Please see attached participating addendum. NASPO ValuePoint master agreement No. AR1464.

Commodity Extended Description: Master agreement and price documents can be downloaded from the following Website: <http://www.naspovaluepoint.org/#/current-contracts/contractors/results/28>.

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
Contract Amount	Service Start Date	Service End Date
\$0.00	03/07/16	05/31/20
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Hewlett Packard Enterprise Company
Master Agreement No: AR1464
(hereinafter "Contractor")

And

State of Maine
(hereinafter "State of Maine")

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1. Scope: This Participating Addendum (PA) covers the Data Communications Products and Services 14-19 contracts led by the State of Utah for use by state agencies and other entities located in **Maine** authorized by that state's statutes to utilize **Maine** contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **Maine** 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. Unless otherwise specified, all state agencies, political subdivisions, including public education entities, and other entities (including cooperatives) in the State of Maine are eligible to procure under this Participating Addendum.

3. Participating State Modifications or Additions to Master Agreement:

(These modifications or additions apply only to actions and relationships within the Participating Entity. This section is to be drafted by Maine and requires the entity to disclose and incorporate the provisions expressly mandated by state constitution or applicable law in contracts executed by the Participating State/Entity.)

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 creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

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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**

a. Intellectual Property Indemnification shall be covered by WSCA-NASPO Contract MNWNC-115.

b. For all other matters:

1. The contractor shall release, protect, indemnify and hold the State of Maine and its 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.

2. Indemnification under this provision shall be limited to the greater of \$300,000 or two times contract value.

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

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Agreement.

4. Lease Agreements:

No leasing is authorized under this agreement.

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

Contractor

Name	Erin Tank, Hewlett Packard Enterprise Company
Address	Hewlett Packard Enterprise Company 355 Ledgelawn Drive Conway, Maine 72034 Attention: Elizabeth Leach
Telephone	501 428 8287
Fax	501 339-2377
E-mail	stacey.lyn.kearns@hpe.com

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 CONTRACTOR resellers authorized in the State of Maine, as shown

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on the dedicated **CONTRACTOR's** (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. **CONTRACTOR** shall make all determinations about which entities in the State of Maine that the **CONTRACTOR** authorized Resellers may support.

a. **CONTRACTOR** authorized Resellers

1. **CONTRACTOR** authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

b. **CONTRACTOR** authorized pass-through Contractor Partners ("Pass-Through Partner")

1. **CONTRACTOR** authorized Pass-Through Partners are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available pursuant to this Participating Addendum.

2. **CONTRACTOR** authorized Pass-Through Partners **ARE NOT** authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.

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

All Purchase Orders are subject to **CONTRACTOR's** reasonable acceptance (including performing any related credit checks). **CONTRACTOR** shall use commercially reasonable efforts to accept or reject orders in writing within ten (10) days from receipt, or within three (3) business days, if orders are placed electronically.

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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/Entity: <i>State of Maine</i>	Contractor: Hewlett Packard Enterprise Company
By: <i>Kevin Scheirer</i> <i>for Kevin Scheirer</i>	By: <i>Elizabeth Leach</i>
Name: Mark Lutte	Name: Elizabeth Leach
Title: Director, Division of Purchases	Title: Contract Administrator
Date: <i>3/7/16</i>	Date: 03/07/2016

[Additional signatures as required by Participating State/Entity]

For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	pstembler@wsca-naspo.org

**[Please email fully executed PDF copy of this document to
 PA@wsca-naspo.org to support documentation of participation and
 posting in appropriate data bases]**