

MA 18P 1811050000000000057
MODIFICATION

State of Maine



Master Agreement

Effective Date: 11/05/18

Expiration Date: 09/28/25

Master Agreement Description: NIPA/SHI Contract for Hardware, Software, Managed Services

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

Agreement Reporting Categories

Reason For Modification: Contract amendment six.

Authorized Departments

18B BUREAU OF INFORMATION SERVICES
ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000155423

Vendor Name

SHI INTERNATIONAL CORP

Alias/DBA

Vendor Address Information

290 DAVIDSON AVENUE

SOMERSET, NJ 08873
US

PARTICIPATING ADDENDUM
National IPA, The Cooperative Purchasing Network (TCPN)
Contract # 2018011-02
Administered by TCPN (hereinafter "Lead Agency")

MASTER VENDOR AGREEMENT

SHI International Corp.
(hereinafter "Contractor")

And

The State of Maine
(hereinafter "State")

1. **Scope:** This Participating Addendum is issued to formalize an agreement between SHI International Corp. and the State of Maine and shall be effective upon the date last signed below. This addendum covers the The Cooperative Purchasing Network (TCPN)/National Intergovernmental Purchasing Alliance (National IPA) Contract No. 2018011-02 (hereinafter referred to as the "TCPN/National IPA Contract") administered by the Lead Agency for use by the state agencies and other entities located in the State who are authorized to utilize State agreements.

2. **Participation:** Use of specific Lead Agency agreements by state agencies, political subdivisions and other entities authorized by State statutes to use State agreements are subject to the prior approval of the State of Maine Division of Purchases. Issues of interpretation and eligibility for participation are solely within the authority of the State of Maine Division of Purchases.

3. **Term:** The term of this Participating Addendum shall coincide with the term of the TCPN/National IPA Contract.

4.. **State Modifications or Additions to Master Vendor Agreement:**

- a) **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.
- b) **State Indemnification:** The Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages resulting from or arising out of the negligence or willful misconduct by the Contractor, its employees, agents, or subcontractors. This indemnification does not extend to a claim that results directly from (i) the State'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 State in accordance with this Agreement.
- c) **Liability Insurance:** The Contractor shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in the State of Maine by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this

Agreement with adequate liability coverage to protect itself and the State from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Contractor shall furnish the State with written or photocopied verification of the existence of such liability insurance policy.

- d) The Contractor shall maintain "Cyber" Insurance equal to \$1 million per occurrence/aggregate and Error & Omissions Insurance coverage equal to \$5 million per occurrence/aggregate to include: Data Breach expenses, Consumer notification, whether or not required by law, Forensic investigations, Public relations and crisis management and Credit or identity monitoring or similar remediation services coverage.
- e) 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.
- f) EEO: Contractor shall comply with 5 M.R.S. § 704 (2), Code of Fair Practices and Affirmative Action.
- g) Cancellation: Either party may cancel this Participating Addendum in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- h) Severability: The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- i) Approval: This Participating Addendum must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document. Your signature on this Participating Addendum is your representation to the Contractor that this has received all required approvals.
- j) State Employees Not to Benefit: No individual employed by the State of Maine at the time this ordering document is executed or any time thereafter shall be admitted to any share or part of this ordering document or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State of Maine at the time this ordering document is executed or any time thereafter shall be admitted to any share or part of this ordering document or to any benefit that might arise there from directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor, without the written consent of the State Purchases Review Committee. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this ordering document so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw

materials.

- k) **Data Ownership, Confidentiality:** All materials and information given to the Contractor by the Department, or acquired by the Contractor on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information; provided Contractor is notified by the Department that such materials and information is confidential or marked as confidential.

In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Contractor and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement. All staff shall participate in annual training on the proper handling and treatment of personal or confidential information.

In the event of a breach of this confidentiality provision, the Contractor shall notify the State of Maine immediately.

The Contractor shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

- l) **Order of Precedence:** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of the TCPN/National IPA Contract #2018011-02. State modifications and additions contained in this Participating Addendum shall have precedence over TCPN/National IPA Contract #R2018011-02.

5. Primary Contacts: The primary contact individual for this participating addendum is as follows (or their named successors):

Lead Agency

Name	T. Howker, State of Maine, Office of Information Technology
Address	145 State House Station 51 Commerce Drive, Augusta, ME 04333-0145
Telephone	207.624.8878
Fax	
E-mail	vmo.oit@maine.gov Thomas.n.howker@maine.gov

Contractor

Name	SHI International Corp
Address	290 Davidson Avenue
Telephone	603-573-6187
Fax	
E-mail	Nick_Repp@SHI.com

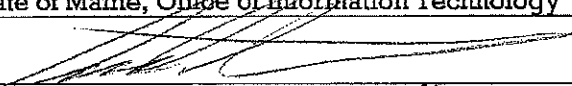
State

Name	Terry DeMerchant, State of Maine, Division of Procurement Services
Address	9 State House Station, 4 th floor, Burton Cross Building 111 Sewall St, Augusta, ME 04333-0009
Telephone	207.624.7334
E-mail	Terry.L.DeMerchant@maine.gov

6. Price Agreement Number:

This Participating Addendum and the TCPN/National IPA Contract (administered by the Lead Agency) 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 hereof. Terms and conditions inconsistent with, contrary to or in addition to the terms and conditions of this Participating Addendum and the TCPN/National IPA Contract, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the TCPN/National IPA 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 Participating Addendum and the TCPN/National IPA Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

State: State of Maine, Division of Procurement Services	Contractor: SHI International Corp
By: 	By: 
Name: Terry DeMerchant	Name: Cassie Skelton
Title: Procurement Analyst Manager	Title: Contracts Manager
Date: 11/5/18	Date: 11/5/2018
State: State of Maine, Office of Information Technology	
By: 	
Name: James Smith Andie A. Smith	
Title: Chief Information Officer	
Date: 11-05-2018	



Created By and For Public Agencies

National IPA is a cooperative purchasing organization established for public agencies across the United States with the specific purpose of reducing procurement costs by leveraging group volume. National IPA aggregates the purchasing power of participating public agencies across the country in order to receive larger volume discounts from suppliers. This is an optional program with no fee to participate.

Award Product Categories

SHI's entire product catalog, including hardware, software and services across all manufacturers, is now available through National IPA:

- Systems (*Desktops, Laptops, Tablets, Servers*)
- Input devices (*Keyboards, Mice, Scanners, Audio*)
- Output devices (*Displays, Printers, Projectors, Accessories*)
- Memory
- Storage
- Networking equipment
- Software
- Media supplies
- Collaboration & IP telephony
- Services
- **All other products**

Participation Information

Only registered participants of National IPA cooperative can utilize contracts in their portfolio.

Not already a National IPA participant? Navigate to www.nationalipa.org and click "Register" on the top right.

Participation is open to:

- City/local government
- County government
- State government
- Public/private education institutions & systems
- Special districts
- Non-profits

SHI & National IPA

Contract Name – IT Solutions & Services

Contract Number – 2018011-02

Expiration Date – February 28, 2023

Lead Public Agency – City of Mesa, AZ

Pricing

All contracts in the National IPA portfolio are awarded by a lead public agency, using a competitive solicitation process to get you the best pricing and discounts available.

Products available through SHI are guaranteed to be discounted at least **4-5%** off MSRP, and often times much lower. We will work with you to obtain the best pricing possible for all of your technology needs. To shop contract pricing with National IPA, please check out our catalog at www.publicsector.shidirect.com. New user registration should be completed using Token **95486** and Access Key **QN25KRGRQB** to view our contract pricing with National IPA.





CONTRACT AMENDMENT

Contract Title: Information Technology Solutions

Contract Number: 2018011

MA Number: 19000009

Amendment Number: Four (4)

Description of Change: Contract renewal. Term of contract March 1, 2023 through February 28, 2025.

Effective Date of Change: March 1, 2023

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

SHI International Corp.:

City of Mesa:

DocuSigned by:

Elisabeth Arnold

Signature

Elisabeth Arnold

Printed Name

5/17/2022

Date

Signature

City Manager Designee

Date

Reviewed by:

Ted Stallings

Ted Stallings, Procurement Officer II



CONTRACT AMENDMENT

Contract Title: Information Technology Solutions
Contractor: SHI International Corporation

Contract Number: 2018011
Amendment Number: Six (6)

Description of Change:

1. Contract Extension. Term of contract extension March 1, 2025, through September 28, 2025.
2. Addition of Dell Apex
 - a. Percentage Discount

	Product/Services Description	Percentage Discount
1.	Dell Apex	Minimum 4.5%

b. Dell Apex Terms and Conditions

1. Dell Apex purchases made under this Contract are subject to additional terms and conditions that will be provided at or before time of the purchase. Such additional terms and conditions will take precedence over any conflicting terms in this Contract.
2. All other terms and conditions of the above referenced Contract shall remain unchanged and in full force and effect.

3. Amazon Web Services (AWS).

a. Cloud Services Terms and Conditions

- i. Contract Amendment 3, Exhibit A, is deleted and replaced the following link:
<https://www.publicsector.shidirect.com/terms/aws-customer-agreement-public-sector>.

Effective Date of Change: May 30, 2024


Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

SHI International Corp.:

DocuSigned by:

 Signature
 Kristina Mann

City of Mesa:


 Signature
 Edward Quedens

CONTRACT AMENDMENT

Printed Name

City Manager Designee

5/30/2024

5/30/24 10:05 MST

Date

Date

Reviewed by:

Ted Stallings

Ted Stallings, Procurement Officer II