

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING PROGRAM**  
**LED Emergency Light Bars, Sirens and Accessories**  
**Administered by the State of Minnesota hereinafter "Lead State")**

**MASTER AGREEMENT**  
Star Warning Systems / Star Vehicle  
Master Agreement No: 81371  
(hereinafter "Contractor")

And

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

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1. Scope: This addendum covers the LED Emergency Light Bars, Sirens and Accessories led by the State of Minnesota for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** 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 **state/entity** 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.)

- 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.

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.

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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. Reserved**

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

<b><u>Contractor</u></b>	
Name	Jan Mol
Address	455 Rochester St. , Avon, NY 14414
Telephone	585-749-7532
Fax	888-473-2797
E-mail	janmol@star1889.com

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Name	Terry DeMerchant
Address	State of Maine Division of Purchases, 9 State House Station, Augusta ME 04333-0009
Telephone	207-624-7334
Fax	207-287-0578
E-mail	Terry.L.DeMerchant@maine.gov

6. Subcontractors: The Contractor's Authorized Distributors, in the State of ~~xxxxxxx~~ <sup>MAINE MWL 11/4/14</sup>, are approved to provide sales and service. The Authorized Distributors' participation will be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum.

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) of the Master Agreement.

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

Participating State: Maine	Contractor: Star Warning
By: <i>Mark W. Lutte</i>	By: STAR HEADLIGHT & LANTERN CO, INC
Name: Mark Lutte	Name: PAT CUNNINGHAM
Title: Director of the Division of Purchases	Title: SALES MANAGER
Date: 11/4/2014	Date: NOV. 1, 2014

[Additional signatures as required by Participating State]



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For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	<a href="mailto:thay@wsca-naspo.org">thay@wsca-naspo.org</a>

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