



## IT MASTER AGREEMENT AMENDMENT

|                                                   |                                 |
|---------------------------------------------------|---------------------------------|
| DATE: 8/24/2026                                   | AMENDMENT AMOUNT: <b>\$0.00</b> |
| ADVANTAGE CONTRACT #: MA 18P 22091200000000000048 | ITP#: 267155                    |
| DEPARTMENT AGREEMENT #:                           |                                 |

This Master Agreement (MA) Amendment is between the following State of Maine Department and Provider:

| STATE OF MAINE DEPARTMENT                                            |           |                 |
|----------------------------------------------------------------------|-----------|-----------------|
| DEPARTMENT NAME: Department of Administrative and Financial Services |           |                 |
| ADDRESS: 51 Commerce Drive                                           |           |                 |
| CITY: AUGUSTA                                                        | STATE: ME | ZIP CODE: 04330 |
| PROVIDER                                                             |           |                 |
| PROVIDER NAME: Liquidity Services Operations, LLC                    |           |                 |
| ADDRESS: 6931 Arlington Rd. Suite 460                                |           |                 |
| CITY: Bethesda                                                       | STATE: MD | ZIP CODE: 20814 |
| PROVIDER'S VENDOR CUSTOMER #: VS0000026224                           |           |                 |

Each signatory below represents that the person has the requisite authority to enter into this IT MA Amendment.

### Agency Representative:

DocuSigned by:  
  
 BY: **Andrew Giroux, Director**      Date: 9/25/2026

### Provider Representative:

Signed by:  
  
 BY: **Nick Carr, Vice President of Revenue**      Date: 9/25/2026

### DAFS - Office of Information Technology:

DocuSigned by:  
  
 BY: **Nicholas Marquis, CIO**      Date: 9/27/2026

### DAFS - Office of State Procurement Services:

DocuSigned by:  
  
 BY: **Nancy Tan, IT Procurement Director**      Date: 9/29/2026

*The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.*

## STATE OF MAINE | IT MA AMENDMENT

## IT MASTER AGREEMENT AMENDMENT

The IT MA is hereby amended as follows: (Check and complete all that apply.)

|                                     |                              |                                                                                                                                                                                                                                                                       |                                      |
|-------------------------------------|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | <b>Amended Period</b>        | Original Start Date:<br>10/25/2022                                                                                                                                                                                                                                    | MA Amendment Start Date:<br>9/2/2026 |
|                                     |                              | Current End Date:<br>9/1/2026                                                                                                                                                                                                                                         | New End Date:<br>9/1/2028            |
|                                     |                              | Reason: <b>Exercising the second of four, 2-year extensions.</b>                                                                                                                                                                                                      |                                      |
| <input type="checkbox"/>            | <b>Amended MA Amount</b>     | Adjustment Amount: \$                                                                                                                                                                                                                                                 | New MA Amount: \$                    |
|                                     |                              | Reason:                                                                                                                                                                                                                                                               |                                      |
| <input type="checkbox"/>            | <b>Amended Scope of Work</b> | The Scope of Work in Rider A is amended as follows:                                                                                                                                                                                                                   |                                      |
| <input checked="" type="checkbox"/> | <b>Other</b>                 | Describe the Changes: Any policy references in the original Master Agreement and any subsequent amendment(s) are hereby amended to include the latest policy portfolio, and versions, effective on the date of execution of this Amendment.<br>Rider B-IT is updated. |                                      |

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

## STATE OF MAINE | IT MA AMENDMENT

## ATTACHMENT A: CHANGES TO MA TERMS AND CONDITIONS

**Rider A is deleted and replaced in entirety with the following:**

**TABLE OF CONTENTS**

**I. INTRODUCTION/OVERVIEW  
II. CONTRACT PERIOD  
III. AUTHORIZED USER  
IV. ORDERING PROCEDURE  
V. SPECIFICATIONS/SCOPE OF WORK  
VI. TECHNICAL REQUIREMENTS**

**I. INTRODUCTION/OVERVIEW:**

The purpose of this master agreement is to procure On-Line Auction Services for the purpose of reallocating and/or selling the State's surplus property.

**II. CONTRACT PERIOD:**

Start 9/2/2026 through 9/1/2028

Following the initial term of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to four (4) renewal periods of two (2) years each.

- ☒ Initial Term
- ☒ First Renewal
- ☒ Second Renewal
- ☐ Third Renewal
- ☐ Fourth Renewal

**III. AUTHORIZED USER:**

**State of Maine Departments authorized to utilize this MA contract:**

All State of Maine Departments, Agencies

**Municipalities, political subdivisions, and school districts in Maine:**

- ☒ Are permitted to utilize this MA as written.

**IV. ORDERING PROCEDURES:**

Delivery Orders (DO) will be created in AdvantageME for all orders from State Agencies. All DOs must include a quote for the commodities and/or services provided. For a quote that includes implementation services, a project specific Statement of Work may be required to be attached to the Delivery Order (delete if not applicable). DO's over \$10,000 will be emailed to the vendor's email address referenced on the MA as a .pdf file.

Public school systems and/or municipalities will handle their own orders and will be responsible for all payments.

## STATE OF MAINE | IT MA AMENDMENT

### V. SPECIFICATIONS/SCOPE OF WORK:

The NASPO ValuePoint master agreement attached and hereby incorporated into this contract includes the scope of work in Attachment A.

### VI. TECHNICAL REQUIREMENTS:

- A. ACCESSIBILITY: All IT products must be accessible to persons with disabilities and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/DigitalAccessibilityPolicy.pdf>).
- B. STATE IT POLICIES: All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (<https://www.maine.gov/oit/policies-standards>) effective at the time this Agreement is executed.

Rider B-IT Section 21. Non-Appropriation is amended to read as follows:

**21. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract. ~~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.~~

Rider B-IT Section 49. Tariffs is added:

**48. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

MA 18P 22091200000000000048  
MODIFICATION

## State of Maine



### Master Agreement

**Effective Date:** 10/25/22

**Expiration Date:** 09/01/26

**Master Agreement Description:** NASPO ValuePoint On-Line Surplus Auction Services

#### **Buyer Information**

|               |              |      |                     |
|---------------|--------------|------|---------------------|
| William Allen | 207-624-7871 | ext. | WJE.Allen@maine.gov |
|---------------|--------------|------|---------------------|

#### **Issuer Information**

|              |              |      |                        |
|--------------|--------------|------|------------------------|
| Seth Nichols | 207-287-4586 | ext. | SETH.NICHOLS@MAINE.GOV |
|--------------|--------------|------|------------------------|

#### **Requestor Information**

|               |              |      |                           |
|---------------|--------------|------|---------------------------|
| Andrew Giroux | 207-287-4593 | ext. | andrew.j.giroux@maine.gov |
|---------------|--------------|------|---------------------------|

#### **Agreement Reporting Categories**

**Reason For Modification:** NASPO amendment 1.

#### **Authorized Departments**

|     |                                |
|-----|--------------------------------|
| 18P | PURCHASING-BUR OF GENERAL SVCS |
|-----|--------------------------------|

### Vendor Information

**Vendor Line #:** 1

#### **Vendor ID**

VS0000026224

#### **Vendor Name**

Liquidity Services Operations, LLC

#### **Alias/DBA**

Gov Deals

#### **Vendor Address Information**

6931 Arlington Rd.  
Suite 460  
Bethesda, MD 20814  
US

**Vendor Contact Information**

Mimi Limmeroth  
301-635-9448 ext. 4470  
admin.stateteam@govdeals.com

**Payment Discount Terms**

0 Days  
0 Days  
0 Days  
0 Days

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** Liquidity Services Operations, LLC

**Commodity Line #:** 1

**Commodity Code:** 05557

**Commodity Description:** NASPO ValuePoint CONTRACT ON-LINE SURPLUS AUCTION SERVICES

**Commodity Specifications:**

**Commodity Extended Description:** NASPO ValuePoint Master Agreement #20-00000-22-000051AB

|                        |                            |                          |
|------------------------|----------------------------|--------------------------|
| <b>Quantity</b>        | <b>UOM</b>                 | <b>Unit Price</b>        |
| 0.00000                |                            | 0.000000                 |
| <b>Delivery Days</b>   | <b>Free On Board</b>       |                          |
| <b>Contract Amount</b> | <b>Service Start Date</b>  | <b>Service End Date</b>  |
| 0.00                   | 10/25/22                   | 09/01/26                 |
| <b>Catalog Name</b>    | <b>Discount</b>            |                          |
|                        | 0.0000 %                   |                          |
|                        | <b>Discount Start Date</b> | <b>Discount End Date</b> |

**Commodity Terms and Conditions**

**Vendor Line #:** 1

**Commodity Line #:** 1

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:** Net 30

**Terms and Conditions**

**Agreement Terms and Conditions**

**T&C #:** 165

**T&C Name:**

**T&C Details:** Net 30

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.  
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:

David Morris

2A644AE5681E482

12/2/2024

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SignatureDate

David Morris, Acting Chief Procurement Officer

Vendor

DocuSigned by:

Michael Price

ED4519E14DCE428

12/2/2024

---

SignatureDate

Michael Price

Vice President, Revenue

---

Print Representative Name and Title

DocuSigned by:

Nicholas Marquis

A29C99359A37464...

12/2/2024

Nicholas Marquis

Acting CIO.

|                                                 |
|-------------------------------------------------|
| <b>DEPARTMENT AND PROVIDER POINT OF CONTACT</b> |
|-------------------------------------------------|

AGREEMENT ADMINISTRATOR: The following person is designated as the Agreement Administrator on behalf of the Department for this Contract.

|                                                                                 |                         |
|---------------------------------------------------------------------------------|-------------------------|
| NAME: Justin Franzose, Procurement Analyst II                                   |                         |
| EMAIL: <a href="mailto:justin.franzose@maine.gov">justin.franzose@maine.gov</a> | TELEPHONE: 207-615-2481 |

PROCUREMENT SERVICE MA MANAGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

|                                                                     |                         |
|---------------------------------------------------------------------|-------------------------|
| NAME: Nancy Tan, Acting Deputy Chief Procurement Officer            |                         |
| EMAIL: <a href="mailto:nancy.tan@maine.gov">nancy.tan@maine.gov</a> | TELEPHONE: 207-816-1416 |

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

|                                                                                       |                         |                 |
|---------------------------------------------------------------------------------------|-------------------------|-----------------|
| NAME: Mimi Limmeroth                                                                  |                         |                 |
| EMAIL: <a href="mailto:admin.stateteam@govdeals.com">admin.stateteam@govdeals.com</a> | TELEPHONE: 301-635-9448 |                 |
| ADDRESS: 6931 Arlington Rd.                                                           |                         |                 |
| CITY: Bethesda                                                                        | STATE: MD               | ZIP CODE: 20814 |

Any changes to the individuals identified above may be changed at any time through written notice by either party.

|                        |
|------------------------|
| <b>TABLE OF RIDERS</b> |
|------------------------|

|  |                                                                                                   |
|--|---------------------------------------------------------------------------------------------------|
|  | The following riders are hereby incorporated into this Contract and made part of it by reference. |
|--|---------------------------------------------------------------------------------------------------|

|                                     |                                                                                               |
|-------------------------------------|-----------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | RIDER A – Specifications of Work to be Performed                                              |
| <input checked="" type="checkbox"/> | RIDER B-IT – Payment and Other Provisions                                                     |
| <input type="checkbox"/>            | RIDER C - Exceptions                                                                          |
| <input checked="" type="checkbox"/> | RIDER D – Participating Addendum                                                              |
| <input checked="" type="checkbox"/> | RIDER E – Master Agreement with State of New Mexico, Master Agreement No. 20-00000-22-00051AB |
| <input type="checkbox"/>            | RIDER F - Included at Department’s discretion                                                 |
| <input checked="" type="checkbox"/> | RIDER G - Debarment, Performance, and Non-Collusion Certification                             |
| <input checked="" type="checkbox"/> | RIDER H - Identification of Country in Which Contracted Work will be Performed                |
| <input checked="" type="checkbox"/> | ATTACHMENT A – Link to Price Sheet                                                            |

## RIDER A: SPECIFICATIONS OF WORK TO BE PERFORMED

### TABLE OF CONTENTS

- I. INTRODUCTION/OVERVIEW
- II. CONTRACT PERIOD
- III. AUTHORIZED USER
- IV. ORDERING PROCEDURE
- V. SPECIFICATIONS/SCOPE OF WORK
- VI. TECHNICAL REQUIREMENTS

#### I. INTRODUCTION/OVERVIEW:

The purpose of this master agreement is to procure On-Line Auction Services for the purpose of reallocating and/or selling the State's surplus property.

#### II. CONTRACT PERIOD:

Start 11/26/2024 through 9/1/2026

Following the initial term of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to four (4) renewal periods of two (2) years each.

- ☒ Initial Term
- ☒ First Renewal
- ☐ Second Renewal
- ☐ Third Renewal
- ☐ Fourth Renewal

#### III. AUTHORIZED USER:

##### State of Maine Departments authorized to utilize this MA contract:

All State of Maine Departments, Agencies

##### Municipalities, political subdivisions, and school districts in Maine:

- ☐ Are NOT permitted to utilize this MA.
- ☒ Are permitted to utilize this MA as written.
- ☐ Are permitted to utilize this MA with the following conditions:

#### **IV. ORDERING PROCEDURES:**

Delivery Orders (DO) will be created in AdvantageME for all orders from State Agencies. All DOs must include a quote for the commodities and/or services provided. For a quote that includes implementation services, a project specific Statement of Work may be required to be attached to the Delivery Order (delete if not applicable). DO's over \$5,000 will be emailed to the vendor's email address referenced on the MA as a .pdf file.

Public school systems and/or municipalities will handle their own orders and will be responsible for all payments.

#### **V. SPECIFICATIONS/SCOPE OF WORK:**

The NASPO ValuePoint master agreement attached and hereby incorporated into this contract includes the scope of work in Attachment A.

#### **VI. TECHNICAL REQUIREMENTS:**

- A. ACCESSIBILITY: All IT products must be accessible to persons with disabilities and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/DigitalAccessibilityPolicy.pdf>).
- B. STATE IT POLICIES: All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (<https://www.maine.gov/oit/policies-standards>) effective at the time this Agreement is executed.

## RIDER B-IT: METHOD OF PAYMENT AND OTHER PROVISIONS

1. **BENEFITS AND DEDUCTIONS:** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
2. **INDEPENDENT CAPACITY:** In the performance of this Agreement, the Provider shall act in the capacity of an independent contractor and not as an employee or agent of the State.
3. **CHANGES IN THE WORK:** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to the execution of the changed work.
4. **SUBCONTRACTORS:** The Provider may not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Agreement. The approval of the Department for the Provider to subcontract for work under this Agreement shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Agreement. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement. The Provider shall indemnify and hold harmless the Department from and against any such claim, loss, damage, or liability as set forth in Section 16, State held Harmless.

5. **SUBLETTING, ASSIGNMENT OR TRANSFER:** The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Agreement, or any portion thereof, or of its right, title, or interest therein, without the written approval of the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work under this Agreement.
6. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Agreement, the Provider certifies as follows:
  1. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement 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 Provider shall take affirmative action to ensure that applicants are employed, and employees are treated during 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, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
3. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
4. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against itself by any individual, as well as any lawsuit regarding alleged discriminatory practice.
5. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.
6. Contractors and Subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
7. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement 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.
7. **EMPLOYMENT AND PERSONNEL:** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Agreement according to [MRS Title 5 §18-A, 2](#) and in harmony with [MRS Title 17 §3104](#). Any contract made in violation of these sections is void.
8. **NO SOLICITATION:** The Provider certifies that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal,

to solicit or secure this Agreement, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Agreement. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **9. ACCOUNTING, RECORDS, AND AUDIT:**

1. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.
2. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.
3. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
4. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Agreement period. During the five-year post-Agreement period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
5. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Agreement which have been disallowed in the audit exception.
6. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Agreement are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.
7. **ACCESS TO PUBLIC RECORDS** - As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of

which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

**10. TERMINATION:** The performance of work under this Agreement may be terminated by the Department in whole or in part, whenever, for any reason the Agreement Administrator shall determine that such termination is in the best interests of the Department. Any such termination shall be effected by the delivery to the Provider of a Notice of Termination specifying the extent to which the performance of work under this Agreement is terminated, and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

Upon receipt of the Notice of Termination, the Provider shall:

1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
2. Take such action as may be necessary, or as the Agreement Administrator may direct, for the protection and preservation of the property, information, and data related to this Agreement, which is in the possession of the Provider, and in which the Department has, or may acquire, an interest;
3. Terminate all orders to the extent that they relate to the performance of the work terminated by the Notice of Termination;
4. Assign to the Department in the manner, and to the extent directed by the Agreement Administrator, all of the rights, titles, and interests of the Provider under the orders so terminated, in which case the Department shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders;
5. With the approval of the Agreement Administrator, settle all outstanding liabilities and claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Agreement;
6. Transfer title to the Department (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Agreement Administrator, equipment and products purchased pursuant to this Agreement, and all files,

source code, data manuals, or other documentation, in any form, that relate to all the work completed, or in progress, prior to the Notice of Termination;

7. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and
8. Proceed immediately with the performance of the preceding obligations, notwithstanding any delay in determining or adjusting the amount of any compensation under this section.

Notwithstanding the above, nothing herein shall limit the right of the Department to pursue any other legal remedies against the Provider.

**11. GOVERNMENTAL REQUIREMENTS:** The Provider shall comply with all applicable governmental ordinances, laws, and regulations.

**12. GOVERNING LAW:** This Agreement shall be governed by, interpreted, and enforced in accordance with the laws, statutes, and regulations of the State of Maine, without regard to conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Any legal proceeding against the Department regarding this Agreement shall be brought in the State of Maine in a court of competent jurisdiction.

**13. STATE HELD HARMLESS:** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

**14. LIMITATION OF LIABILITY:** The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits of the insurance required herein, or three times the value of the Product or Service that is the subject of this Agreement, up to a maximum of \$25,000,000, but not less than \$400,000.

For instance, if this Agreement is valued at \$15,000,000, then the Provider's liability is up to \$25,000,000. But if this Agreement is valued at \$100,000, then the Provider's liability is no greater than \$400,000.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.

**15. NOTICE OF CLAIMS:** The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement, or which may affect the performance of duties under this Agreement, and prompt notice of any claim made against the

Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement.

**16. APPROVAL:** This Agreement must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.

**17. INSURANCE REQUIREMENTS:** The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Agreement, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Agreement, and, for any claims-made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.

1. Minimum Coverage

a) Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:

- A. All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
- B. Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
- C. Data breach expenses, in an amount not less than (*see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records*) \$1,000,000.00 and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:
  - C.1) Consumer notification, whether or not required by law;
  - C.2) Forensic investigations;
  - C.3) Public relations and crisis management fees; and
  - C.4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

**NOTE:** *Personally Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6).*

*The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Agreement.*

| <b>Number of PII Records</b>     | <b>Insurance per Occurrence</b> |
|----------------------------------|---------------------------------|
| <i>1 through 3,000</i>           | <i>\$400,000</i>                |
| <i>3,001 through 100,000</i>     | <i>\$1,000,000</i>              |
| <i>100,001 through 1,000,000</i> | <i>\$5,000,000</i>              |
| <i>Greater than 1,000,000</i>    | <i>\$10,000,000</i>             |

- b) Workers' Compensation and employer's liability, as required by law;
- c) Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence;
- d) Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
- e) Crime, in an amount not less than \$1,000,000.00 *(The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider); and*
- f) Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.

2. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:

- a) The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
- b) The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c) The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Agreement commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
- d) All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
- e) The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

**18. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the Department does not receive sufficient funds to pay for the work to be performed under this Agreement, 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, or the federal government (if applicable), then the State is not obligated to make payment under this Agreement.

**19. 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.

**20. INTEGRATION:** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- | Rider C Exceptions
- Rider B-IT Terms and Conditions
- Rider A Scope of Work
- Rider D Participating Addendum
- Rider E Master Agreement with State of New Mexico
- Rider G Debarment, Performance, and Non-Collusion Certification
- Rider H Identification of Country in which contracted work will be performed
- ATTACHMENT A: Price List |

**21. FORCE MAJEURE:** Either party may be excused from the performance of an obligation under this Agreement in the event that performance of that obligation by a party is prevented by an act of God, act of war, riot, fire, explosion, flood, or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, strike or labor dispute, provided that any such event, and the delay caused thereby, is beyond the control of, and could not reasonably be avoided by that party. Upon the occurrence of an event of force majeure, the time period for performance of the obligation excused under this section shall be extended by the period of the excused delay, together with a reasonable period, to reinstate compliance with the terms of this Agreement.

**22. SET-OFF RIGHTS:** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement, up to any amounts due and owing to the State with regard to this Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

**23. INTERPRETATION OF THE AGREEMENT:**

1. Reliance on Policy Determinations - The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Agreement, and the Agreement Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and

operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Agreement, or in any agreement, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.

2. **Titles Not Controlling** - Titles of sections and paragraphs used in this Agreement are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.
3. **No Rule of Construction** - This is a negotiated Agreement and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

**24. PERIOD OF WORK:** Work under this Agreement shall begin no sooner than the date on which this Agreement has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Agreement shall expire on the date set out on the first page of this Agreement, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Agreement, including performance of any warranty and/or maintenance agreements, whichever is the later date.

**25. NOTICES:** All notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

**26. ADVERTISING AND PUBLICATIONS:** The Provider shall not publish any statement, news release, or advertisement pertaining to this Agreement without the prior written approval of the Agreement Administrator. Should this Agreement be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

**27. CONFLICT OF INTEREST:** The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Agreement, no person having any such known interests shall be employed.

**28. LOBBYING:**

1. **Public Funds** - No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the

following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this Agreement fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.

2. Federal Certification - Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

3. Other Funds - If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

## **29. PROVIDER PERSONNEL:**

1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.
2. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Agreement. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.
3. During the course of this Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.
4. In signing this Agreement, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Agreement, including any Subcontractors, including persons or corporations who have critical influence on or control over this Agreement, are

not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.

5. During the course of this Agreement, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Agreement.

**30. STATE PROPERTY:** The Provider shall be responsible for the proper custody and care of any Department or State-owned property furnished for the Provider's use in connection with the performance of this Agreement, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

**31. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS:**

1. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Agreement do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.
2. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

**32. PRODUCT WARRANTY:** The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

**33. OPPORTUNITY TO CURE:** The Agreement Administrator may notify the Provider in writing about the Department's concerns regarding the quality or timeliness of a deliverable. Within five (5) business days of receipt of such a notice, the Provider shall submit a corrective action plan, which may include the commitment of additional Provider resources, to remedy the deliverable to the satisfaction of the Agreement Administrator, without affecting other project schedules. The Department's exercise of its rights under this provision shall not be construed as a waiver of the Department's right to terminate this Agreement pursuant to Section 13, Termination.

**34. COVER:** If, in the reasonable judgment of the Agreement Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

### **35. CONFIDENTIALITY:**

1. All materials and information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.
2. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider 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.
3. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
4. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

### **36. OWNERSHIP:**

1. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Agreement are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Agreement, or equipment and products purchased pursuant to this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.
2. Upon termination of this Agreement for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

### **37. CUSTOM SOFTWARE:** For all custom software furnished by the Provider as part of this agreement, the following terms and conditions shall apply:

1. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Agreement.

2. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

**38. OFF-THE-SHELF (OTS) SOFTWARE:** For all OTS software purchased by the Provider as part of this Agreement, the following terms and conditions shall apply.

1. This Agreement grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license agreement accompanies the OTS software, then the terms of that separate license agreement supersede the above license granted for that OTS software.
2. This Agreement does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Agreement, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.
3. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

**39. SOFTWARE AS SERVICE:** When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:

1. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.
2. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:

a) The Provider has failed to carry out its obligations set forth in the this Agreement; or

- b) A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or
  - c) The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or
  - d) The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or
  - e) A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.
3. The Provider is responsible for all fees to be paid to the Escrow Agent.
4. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

**40. THIS ITEM IS INTENTIONALLY LEFT BLANK**

**41. THIS ITEM IS INTENTIONALLY LEFT BLANK**

**42. ENTIRE AGREEMENT:** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to this Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise an option or election under this Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option, or election, but the same shall continue in full force and effect. Use of one remedy shall not waive the Department's right to use other remedies. Failure of the Department to use a particular remedy for any breach shall not be deemed as a waiver for any subsequent breach. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies under this Agreement.

**43. CYBERSECURITY AND PROHIBITED TECHNOLOGIES:** The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and

- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.

**RIDER D: PARTICIPATING ADDENDUM**

NASPO ValuePoint

**PARTICIPATING ADDENDUM****ON-LINE AUCTION SERVICES**Led by the **State of New Mexico**Master Agreement #: **20-00000-21-00051AB**Contractor: **Liquidity Services Operations LLC dba GovDeals**Participating Entity: **STATE OF NEW MEXICO**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

**Scope and Participation:**

*[Removable Instruction: Check one of the boxes below. If Participating Entity has no exclusions or limitations to the scope of the Master Agreement, check the first box.]*

1. Scope:

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of New Mexico and Contractor for On-Line Auction Services. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

|            |                                                  |
|------------|--------------------------------------------------|
| Name:      | Mimi Limmeroth                                   |
| Address:   | 6931 Arlington Rd., Ste. 460, Bethesda, MD 20814 |
| Telephone: | (301) 635-9448                                   |
| Fax:       |                                                  |
| Email:     | admin.stateteam@govdeals.com                     |

NASPO ValuePoint

**PARTICIPATING ADDENDUM**

**ON-LINE AUCTION SERVICES**

Led by the **State of New Mexico**



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**PARTICIPATING ENTITY:**

|            |                                                  |
|------------|--------------------------------------------------|
| Name:      | Justin Franzose                                  |
| Address:   | 111 Sewall Street, 9 SHS, Augusta, ME 04333-0009 |
| Telephone: | 207-615-2481                                     |
| Fax:       |                                                  |
| Email:     | justin.franzose@maine.gov                        |

**Participating Entity Modifications and Additions to the Master Agreement**

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**ON-LINE AUCTION SERVICES**  
Led by the **State of New Mexico**

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Administrative Fee Rebate: Liquidity Services Operations LLC dba GovDeals will provide a 1.5% Base Administrative Fee. The Fee shall be paid quarterly, forty-five (45) days after the close of the quarter, on all purchases under the Price Agreement, less any freight, taxes, returns, credits or adjustments

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.

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 the State of Maine and their officers, agencies, and 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.

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**PARTICIPATING ADDENDUM**



**ON-LINE AUCTION SERVICES**

Led by the **State of New Mexico**

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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. This does not relieve the State or an entity from obligation to pay for products shipped and/or services performed for which funds have been appropriated.

V. 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 unless the parties to the order agree in writing that another contract or agreement applies to such order.

VI. TRAVEL: Standard Business Expenses may be allowed with prior authorization from an Eligible Entity. For Maine, the amount will not be more than that allowed for State of Maine employees (<http://www.maine.gov/osc/travel/per-diem>).

VII. Credit/Procurement Card: The state of Maine may use credit/debit cards, at its choice, for purchases of \$5,000 or under. The same quoted price must be charged for a credit/debit card purchase as a purchase executed through a Purchase Order or Delivery Order (regardless of payment method). No surcharge for credit or debit card purchases is allowed.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
6. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**

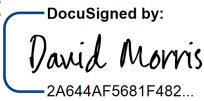
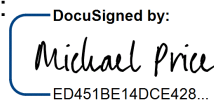
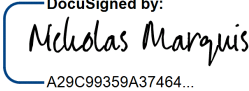


**ON-LINE AUCTION SERVICES**  
Led by the **State of New Mexico**

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**PARTICIPATING ENTITY**

**CONTRACTOR**

|                                                                                                                                                        |                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Signature: <br><small>DocuSigned by:<br/>2A644AF5681F482...</small>   | Signature: <br><small>DocuSigned by:<br/>ED451BE14DCE428...</small> |
| Name: David Morris                                                                                                                                     | Name: Michael Price                                                                                                                                   |
| Title: Acting Chief Procurement Officer                                                                                                                | Title: vice President, Revenue                                                                                                                        |
| Date: 12/2/2024                                                                                                                                        | Date: 12/2/2024                                                                                                                                       |
| Signature: <br><small>DocuSigned by:<br/>A29C99359A37464...</small> |                                                                                                                                                       |
| Name: Nicholas Marquis                                                                                                                                 |                                                                                                                                                       |
| Title: Acting CIO.                                                                                                                                     |                                                                                                                                                       |
| Date: 12/2/2024                                                                                                                                        |                                                                                                                                                       |

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [info@naspovaluepoint.org](mailto:info@naspovaluepoint.org).

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).

**RIDER E: MASTER AGREEMENT WITH STATE OF NEW MEXICO**

Link to NASPO ValuePoint Master Agreement: <https://www.naspovaluepoint.org/portfolio/online-auction-services-2022-2026/liquidity-services-operations-llc-dba-govdeals/>

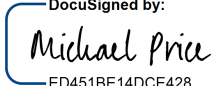
**RIDER G: Debarment, Performance, and Non-Collusion Certification**

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

|                                                                                                                                                |                                |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Name: Michael Price                                                                                                                            | Title: Vice President, Revenue |
|                                                                                                                                                |                                |
| Authorized Signature: <br><small>ED451BE14DCE428...</small> | Date: 12/2/2024                |

**RIDER H: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED**

Please identify the country in which the services purchased through this contract will be performed:

☒ **United States. Please identify state: Maine**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

**ATTACHMENT A: PRICE SHEET**

Link to NASPO ValuePoint price sheet: <https://www.naspovaluepoint.org/portfolio/online-auction-services-2022-2026/liquidity-services-operations-llc-dba-govdeals/>