

NEW

State of Maine**Master Agreement****Effective Date:** 06/05/17**Expiration Date:** 07/31/19**Master Agreement Description:** GovConnection MA for National IPA contract**Buyer Information**

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

Issuer Information

JOAN BOLDUC 207-624-9904 ext. JOAN.BOLDUC@MAINE.GOV

Requestor Information

Thomas Howker 207-624-8878 ext. Thomas.n.howker@maine.gov

Authorized Departments

ALL

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

VS0000011330

Vendor Name

GovConnection, Inc.

Alias/DBA**Vendor Address Information**

732 Milford road

Merrimack, NH 03054

US

Vendor Contact Information

Meaghan Landrigan

800-800-0019 ext. 33242

mlandrigan@govconnection.com

Commodity Information

Vendor Line #: 1

Vendor Name: GovConnection, Inc.

Commodity Line #: 1

Commodity Code: 20600

Commodity Description: GovConnection Products per National IPA Contract # R160202

Commodity Specifications: National IPA Contract # R160202

Commodity Extended Description: Delivery Order Instructions: Contract terms allow DO's and PO's to be sent directly to this vendor. DO's and PO's must reference the vendor's contract number. For example, "Per National IPA Contract # R160202." Contact vendor for pricing. Always identify yourself as a National IPA member when requesting a quote or placing an order. Procurement Card Instructions: Pricing varies from manufacturer to manufacturer, and product pricing is available online at www.govconnection.com/nationalipa Place Orders With: GovConnection, Inc. Phone/Procurement Card: 1-800-800-0019 Fax: 1-603-683-6192 Online/Procurement Card: www.govconnection.com/nationalipa Minimum Order: GovConnection may add a handling charge of \$5.00 to any single order with a total value of \$30.00 or less.

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days	Free on Board	
Contract Amount \$0.00	Service Start Date 06/05/17	Service End Date 07/31/19
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

Commodity Terms and Conditions

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

PARTICIPATING ADDENDUM
National IPA formerly The Cooperative Purchasing Network (TCPN)
Technology Solutions Contract # R160202
(hereinafter "Lead Agency")

MASTER VENDOR AGREEMENT
GovConnection
National IPA formerly TCPN RFP 16-02
(hereinafter "Contractor")
And
The State of Maine
(hereinafter "State")

1. **Scope:** This Participating Addendum is issued to formalize an agreement between GovConnection and the State of Maine and shall be effective upon the date last signed below. This addendum covers the Technology Solutions agreement R160202 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. **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 performance of this Agreement by the Contractor, its employees, agents, or subcontractors. This indemnification does not extend to a claim that results solely and 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) **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.
- e) **Cancellation:** Either party may cancel this agreement 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.
- f) **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.
- g) **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 National IPA formerly TCPN RFP 16-02 and the Master Vendor Agreement R160202 (except for State modifications and additions contained in this Participating Addendum), followed in precedence by this Participating Addendum.

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

State of Maine Contacts:

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

State of Maine Contacts:

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

Contractor Contacts

Name	Nicole Poulin
Address	732 Milford Road Merrimack, NH 03054
Telephone	800-800-0019 x2791
Fax	603-683-0986
E-mail	nicole.poulin@connection.com

7. Ordering Instructions:

- a) **Procurement Card Instructions:** Pricing varies from manufacturer to manufacturer, and product pricing is available online at www.govconnection.com/nationalipa

Place Orders With:

GovConnection, Inc. d/b/a Connection Public Sector Solutions

Phone/Procurement Card: 1-800-800-0019

Fax: 1-603-683-6192

Online/Procurement Card: www.govconnection.com/nationalipa

GovConnection, Inc. d/b/a Connection Public Sector Solutions

732 Milford Road Merrimack, NH 03064-4633

Federal ID Number: 52-1837891

Credit Cards: American Express, Discover, MasterCard, Visa

Invoicing By: GovConnection, Inc.

Payment Terms: Net 30 days

Minimum Order: GovConnection may add a handling charge of \$5.00 to any single order with a total value of \$30.00 or less.

Return Policy: Return authorization required, call 1-800-800-0019.

Warranty: Varies per manufacturer. Contact the dedicated GovConnection National IPA Sales Team.

- b) **Delivery Order Instructions:**

Contract terms allow DO's and PO's to be sent directly to this vendor. DO's and PO's must reference the vendor's contract number. For example, "Per National IPA Contract # R160202."

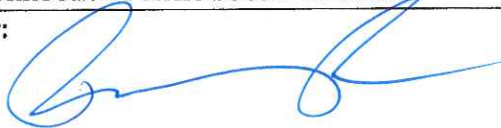

Contact vendor for pricing.

Always identify yourself as a National IPA member when requesting a quote or placing an order.

8. Price Agreement Number:

This Participating Addendum and the Master Vendor Agreement number R160202 (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 Lead Agency Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Lead Agency Agreement 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 Lead Agency Agreement 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 Purchases	Contractor: GovConnection, Inc. d/b/a Connection Public Sector Solutions
By: 	By: 
Name: Kevin Scheirer	Name: Robert Marconi
Title: Director	Title: VP of SLED Sales
Date: 4/7/2017	Date: 4/19/2017
State: State of Maine, Office of Information Technology	
By: 	
Name: Ellen Lee	
Title: Director, OIT Vendor Management Office	
Date: 4/17/17	