

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
Online Surplus Auction Services
Administered by the State of New Mexico (hereinafter "Lead State")**

**MASTER AGREEMENT
Gov Deals, Inc
Master Agreement No: 40-000-14-00059
(Hereinafter "Contractor")**

And

**State of Nebraska
(Hereinafter "Participating State/Entity")
State Contract Number: 83314 O4**

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IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting Participating Addendum will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

Contractor may request that proprietary information be excluded from the posting. The Contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The Contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE PARTICIPATING ADDENDUM IS PROPRIETARY. COSTS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)). The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, and authorize others to use the documents, or otherwise use the Participating Addendum or other documents received with regard to the Participating Addendum. Contractor specifically waives any copyright or other protection the Participating Addendum or other documents may have. This reservation and waiver is a prerequisite for entering into this Participating Addendum.

Contractor agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the Participating Addendum or documents.

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I. SCOPE

This addendum covers the Online Surplus Auction Services led by the State of New Mexico for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

II. PARTICIPATION

Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

III. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT

The following changes are modifying or supplementing the Master Agreement terms and conditions.

A. CONTRACT PERIOD: September 21, 2018 through August 19, 2019.

B. NEGOTIATIONS

Contractor should read the Terms and Conditions and either accept or provide alternative language for each clause. Please use the Track Change Function. The Contractor should also provide an explanation of why the Contractor provided alternate language. The State reserves the right to negotiate proposed alternative language. If the State and Contractor fail to agree on the final Terms and Conditions, the State reserves the right to withdraw the offer.

If a conflict or ambiguity arises after the Contract/Participating Addendum have been negotiated and agreed to, the Contract/Participating Addendum shall be interpreted as follows:

- I. If only one Party has a particular clause then that clause shall control;
- ii. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
- iii. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

1. DOCUMENTS/ORDER OF PRECEDENCE

The Participating Addendum shall incorporate the following documents:

- a. Participating Addendum
- b. Master Agreement (#40-000-14-00059)
- c. Amendments/Addendums.

These documents constitute the entirety of the Participating Addendum.

By incorporation of the Master Agreement in the Participating Addendum, the Master Agreement shall be read as being entered into by the State of Nebraska and interpreted consistent with Nebraska state law. These documents constitute the entirety of the Participating Addendum.

Unless otherwise specifically stated in a future Participating Addendum amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with

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number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document:

- a. Amendment to the executed Participating Addendum or Contract with the most recent dated amendment having the highest priority,
- b. Executed Participating Addendum, Contract, and any attached Addenda,
- c. Executed Contract and any Addendum,
- d. Statement of Work,

Any ambiguity or conflict in the Participating Addendum discovered after execution, not otherwise addressed herein, shall be resolved in accordance with the rules of Contract interpretation as established in the State of Nebraska.

2. NOTIFICATION

Contractor and State shall identify the Contract manager who shall serve as the point of contact for the executed Contract/Participating Addendum.

Communications regarding the executed Contract/Participating Addendum shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

3. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this Participating Addendum, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to Contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this Participating Addendum will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this Participating Addendum on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final Participating Addendum, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final Participating Addendum, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final Participating Addendum are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

4. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid Participating Addendum have been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

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5. CHANGE ORDERS

The State and the Contractor, upon the written agreement, may make changes to the Contract/Participating Addendum within the general scope of the Contract. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the Contract/Participating Addendum shall not be deemed a change. The Contractor may not claim forfeiture of the Contract/Participating Addendum by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the original Contract/Participating Addendum, were foreseeable, or result from difficulties with or failure of the Contractor's performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract/Participating Addendum is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the Contract/Participating Addendum and law.

6. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the Participating Addendum or anticipates breaching the Participating Addendum, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the Participating Addendum. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

7. BREACH

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

8. SEVERABILITY

If any term or condition of the Participating Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Participating Addendum did not contain the provision held to be invalid or illegal.

9. INDEMNIFICATION

a. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

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b. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

c. ATTORNEY GENERAL'S AUTHORITY

The Parties acknowledge that Attorney General for the State of Nebraska is authorized by statute to represent the legal interests of the State, and that any provision of this Participating Addendum is subject to the statutory authority of the Attorney General.

10. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the Participating Addendum, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

11. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the Participating Addendum upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the Participating Addendum to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the Participating Addendum until such time as the third party or entity involved in the transaction agrees in writing to be contractually bound by this Participating Addendum and perform all obligations of the Participating Addendum.

12. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this Participating Addendum. The terms and conditions, including price, of the Participating Addendum may not be amended. The State shall not be contractually obligated or liable for any Participating Addendum entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

13. EARLY TERMINATION

The Contract/Participating Addendum may be terminated as follows:

- a. The State and the Contractor, by mutual written agreement, may terminate the Contract/Participating Addendum at any time.
- b. The State may terminate the Contract/Participating Addendum immediately for the following reasons:

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- i. if directed to do so by statute;
- ii. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- iii. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- iv. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Contract/Participating Addendum by its Contractor, its employees, officers, directors, or shareholders;
- v. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- vi. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- vii. Contractor intentionally discloses confidential information;
- viii. Contractor has or announces it will discontinue support of the deliverable; and,
- ix. In the event funding is no longer available.

14. PARTICIPATING ADDENDUM CLOSEOUT

Upon Participating Addendum closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

- a. Transfer all completed or partially completed deliverables to the State;
- b. Transfer ownership and title to all completed or partially completed deliverables to the State;
- c. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by Participating Addendum or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
- d. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this Contract/Participating Addendum;
- e. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this Contract/Participating Addendum;
- f. Return or vacate any state owned real or personal property; and,
- g. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

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IV. CONTRACTOR DUTIES

1. INDEPENDENT CONTRACTOR / OBLIGATIONS

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the Participating Addendum. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the Participating Addendum. The personnel the Contractor uses to fulfill the Participating Addendum shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

All personnel assigned by the Contractor to the Participating Addendum shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the Participating Addendum shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

- a. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
- b. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
- c. Damages incurred by Contractor's employees within the scope of their duties under the Participating Addendum;
- d. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
- e. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
- f. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in writing. The Contractor shall agree that it will not utilize any subcontractors not specifically identified in the performance of the Participating Addendum without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any Participating Addendum with a subcontractor does not conflict with the terms and conditions of this Participating Addendum.

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The Contractor shall include a similar provision (INDEPENDENT CONTRACTOR/OBLIGATIONS), for the protection of the State, in the Participating Addendum with any Subcontractor engaged to perform work on this Participating Addendum.

2. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

**3. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT /
NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Participating Addendum. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any Participating Addendum resulting from this RFP.

4. COOPERATION WITH OTHER CONTRACTORS

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this Participating Addendum.

5. PERMITS, REGULATIONS, LAWS

The Participating Addendum price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the Participating Addendum. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the Participating Addendum. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this Participating Addendum.

6. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this Participating Addendum.

The State shall own and hold exclusive title to any deliverable developed as a result of this Participating Addendum. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

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7. CONFLICT OF INTEREST

By entering into the Participating Addendum, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not knowingly employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the Participating Addendum, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

8. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the Participating Addendum. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

9. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

10. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the Participating Addendum in the event of a disaster.

11. DRUG POLICY

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

12. ADMINISTRATIVE FEE/REBATE

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to one-quarter of one percent (0.25% or 0.0025) the net sales (net of any returns, credits, or adjustments) under this Addendum for the period. The Contractor's NASPO ValuePoint pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

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Period End	Fee Due
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum

13. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION

All administrative fees/rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 240
Lincoln, NE 68508

14. REPORTS

The Contractor agrees to provide a utilization report, reflecting new sales to the State during the requested period, less any credits. The report will be provided in secure electronic Excel format and submitted electronically to the State as listed below.

The Contractor shall provide to the State of Nebraska the reports containing at a minimum the following information pertaining to State of Nebraska agencies, boards, commissions, and political subdivisions utilization:

Ordering Entity
Purchase order number;
Description;
Quantity; and
Price.

Reports shall be sent to: as.materiel purchasing@nebraska.gov; to the attention of the Participating Entity's primary contact. Please include the contract number, 83314 O4, in the subject line of the email.

V. PAYMENT

1. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

2. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

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3. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the Participating Addendum.

4. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the Participating Addendum shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the Participating Addendum are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

5. PAYMENT

State will render payment to Contractor when the terms and conditions of the Participating Addendum and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the Participating Addendum, and the Contractor hereby waives any claim or cause of action for any such services.

6. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

7. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

The State's obligation to pay amounts due on the Participating Addendum for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the Participating Addendum with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

VI. LEASE AGREEMENTS: Reserved.

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
Online Surplus Auction Services
Administered by the State of New Mexico (hereinafter "Lead State")**

**MASTER AGREEMENT
Gov Deals, Inc
Master Agreement No: 40-000-14-00059
(Hereinafter "Contractor")**

And

**State of Nebraska
(Hereinafter "Participating State/Entity")
State Contract Number: 83314 O4**

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VII. PRIMARY CONTACTS

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

Contractor

Name	Rebecca Murphy
Address	GovDeals.com 100 Capitol Commerce Blvd, Ste. 100 Montgomery, AL 36117
Telephone	980-254-8808
E-mail	rmurphy@govdeals.com

Participating Entity

Name	Dianna Gilliland
Address	State of Nebraska State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68509
Telephone	402-471-4193
E-mail	Dianna.gilliland@nebraska.gov

VIII. INDIVIDUAL CUSTOMER

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

IX. SUBCONTRACTORS

All Gov Deals, Inc. dealers and resellers authorized in the State of Nebraska, as shown on the dedicated Gov Deals, Inc. (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Price Agreement. The Gov Deals, Inc. dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

X. 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.

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
Online Surplus Auction Services
Administered by the State of New Mexico (hereinafter "Lead State")**


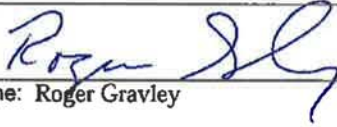
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Gov Deals, Inc
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And

**State of Nebraska
(Hereinafter "Participating State/Entity")
State Contract Number: 83314 O4**

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

Participating State:	Contractor: Gov Deals, Inc.
By: 	By: 
Name: David Zwart	Name: Roger Gravley
Title: AS Materiel Administrator	Title: President
Date: 9/18/18	Date: 9/13/18