



Master Agreement

Effective Date: 09/25/19

Expiration Date: 10/31/21

Master Agreement Description: Vectronic Master Agreement for GPS Collars

Buyer Information

Terry Demerchant	207-624-7334	ext.	TERRY.L.DEMERCHANT@MAINE.GOV
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Issuer Information

Brenda Lord	207-941-4463	ext.	BRENDA.LORD@MAINE.GOV
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Requestor Information

Brenda Lord	207-941-4463	ext.	BRENDA.LORD@MAINE.GOV
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Agreement Reporting Categories

Authorized Departments

09A	INLAND FISHERIES & WILDLIFE
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Vendor Information

Vendor Line #: 1

Vendor ID

VC0000238829

Vendor Name

VECTRONIC AEROSPACE INC.

Alias/DBA

Vendor Address Information

3292 RIDGEWAY DRIVE SUITE C

CORALVILLE, IA 52241

US

Vendor Contact Information

CHRIS KOCHANNY

319-626-2267 ext.

CKOCHANNY@VECTRONIC-AEROSPACE.COM

Commodity Information

Vendor Line #: 1

Vendor Name: VECTRONIC AEROSPACE INC.

Commodity Line #: 1

Commodity Code: 72590

Commodity Description: GPS Collars

Commodity Specifications: As per the attached specifications made part of this BPO

Commodity Extended Description: All terms and conditions of the original Master Agreement 18P 171024*051 contract remain in effect. Vendor changed from German subsidiary to an American subsidiary resulting in the change in vendor number and Master Agreement (MA) contract number.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Vectronic	0.0000 %	
	Discount Start Date	Discount End Date
	09/25/19	10/31/21

Commodity Information

Vendor Line #: 1

Vendor Name: VECTRONIC AEROSPACE INC.

Commodity Line #: 2

Commodity Code: 96100

Commodity Description: Vectronic Air Time/Satellite Fees

Commodity Specifications: As per the attached specifications made part of this BPO

Commodity Extended Description: All terms and conditions of the original Master Agreement 18P 171024*051 contract remain in effect. Vendor changed from German subsidiary to an American subsidiary resulting in the change in vendor number and Master Agreement (MA) contract number.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	09/25/19	10/31/21
Catalog Name	Discount	
	0.0000 %	

Discount Start Date

Discount End Date

Commodity Information

Vendor Line #: 1

Vendor Name: VECTRONIC AEROSPACE INC.

Commodity Line #: 3

Commodity Code: 96286

Commodity Description: Vectronic Shipping

Commodity Specifications: As per the attached specifications made part of this BPO

Commodity Extended Description: All terms and conditions of the original Master Agreement 18P 171024*051 contract remain in effect. Vendor changed from German subsidiary to an American subsidiary resulting in the change in vendor number and Master Agreement (MA) contract number.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	09/25/19	10/31/21
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date



AMENDMENT

DATE: 11/6/2019

ADVANTAGE CONTRACT #: MA 18P 191106-067, previously MA 18P 171024-051

DEPARTMENT AGREEMENT #: IF&W GPS Collars

AMENDMENT AMOUNT: \$ 0.00

This Amendment, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: Inland Fisheries & Wildlife

Address: 284 State Street

City: Augusta

State: ME

Zip Code: 04333

PROVIDER

PROVIDER: Vectronic Aerospace Inc.

Address: 3292 Ridgeway Drive, Suite C

City: Coralville

State: IA

Zip Code: 52241

Provider's Vendor Customer #: VC0000238829

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

Department of Inland Fisheries & Wildlife

Vectronic Aerospace Inc.



Signature Nathan Webb, Wildlife Director
Date



Signature Chris Kochanny Date

6 November 2019

Amendment rev. June 2019

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

AMENDMENT

The contract is hereby amended as follows: (Check and complete all that apply)

<input checked="" type="checkbox"/>	Amended Period:	Original Start Date: 9/25/2017 Current End Date: 9/24/2019 Amendment Start Date: 9/25/2019 New End Date: 10/31/2021 Reason: Extend, WCB NOI # 1020191729
<input type="checkbox"/>	Amended Contract Amount:	Amount of Adjustment: \$ New Contract Amount: \$ Reason:
<input type="checkbox"/>	Amended Scope of Work:	The Scope of work in Rider A is amended as follows:
<input checked="" type="checkbox"/>	Other:	Reason: All terms and conditions of the original Master Agreement 18P 171024*051 contract remain in effect. Vendor changed from German subsidiary to an American subsidiary resulting in the change in vendor number and Master Agreement (MA) contract number.

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

CODING

No funds are allocated to this Master Agreement.

State of Maine

Waiver of Competitive Bidding Request Form

Form Instructions: Please provide the requested information in the white boxes below. This form is to precede all contract requests that are not the direct result of a competitive bid process.

Requesting Department's Contract Administrator:	Dr. Wally Jakubas	Office/Division/Program of Contract Administrator:	Dept. of Inland Fisheries and Wildlife, Bureau of Resource Management, Wildlife Division
Est. Contract Amount:	\$183,804 (for 2 years)	Contract or RQS Number:	09A-20191009*453
Proposed Start Date:	October 15, 2019	Proposed End Date:	September 30, 2021 (with renewal option)
Vendor/Provider Name, City, State:		Vectronic Aerospace GmbH Carl-Scheele-Str. 12 D - 12489 Berlin Germany 9	
Short Description of Good or Service:		Manufactures GPS collars for bear, deer, and moose	
Please note, for transparency purposes, Waivers of Competitive Bidding will be publicly posted. Public postings are placed on the Division of Procurement Services website for a period of seven consecutive calendar days.		To be completed by the Division of Procurement Services Posting dates on Division of Procurement Services website: From: <u>10/16/2019</u> To: <u>10/22/2019</u>	
Notice of Intent to Waive Competitive Bidding Number:		NOI# 1020191729	
1. Statutory Justification State of Maine statute (5 M.R.S. §1825-B(2)) allows waivers of competitive bidding only for the specific reasons listed below. Please mark the appropriate box (X) next to the justification which applies to this specific request.			
	A. The procurement of goods or services by the State for county commissioners pursuant to Title 30-A, section 124, involves the expenditure of \$2,500 or less, and the interests of the State would best be served;		
	B. The Director of the Bureau of General Services is authorized by the Governor, or the Governor's designee, to make purchases without competitive bidding because, in the opinion of the Governor or the Governor's designee, an emergency exists that requires the immediate procurement of goods or services;		
	<i>If citing the above justification for this Waiver of Competitive Bidding request, please have the requesting Department's Commissioner or Chief Executive (as the Governor's "designee") sign and date on the right.</i>	<i>By signing below, I signify as the Governor's designee there is an emergency that necessitates this non-competitive procurement.</i> Signature:	
	Printed Name:	Date:	

State of Maine Waiver of Competitive Bidding Request Form

X	C. After reasonable investigation by the Director of the Bureau of General Services, it appears that any required unit or item of supply, or brand of that unit or item, is procurable by the State from only one source;
	D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;
	<p>E. The purchase is part of a cooperative project between the State and the University of Maine System, the Maine Community College System, the Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State involving:</p> <p>(1) An activity assisting a state agency and enhancing the ability of the university system, community college system, Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State to fulfill its mission of teaching, research, and public service;</p> <p>(2) A sharing of project responsibilities and, when appropriate, costs;</p> <p><i>If citing the above justification for this sole source request, please note that the specific approval of the Governor's Office is required, in accordance with Executive Order 26 FY 11/12, "An Order to Enhance Competitive Bidding". The approval must be documented on DAFS/BGS/Division of Procurement Services "GOVCOOP" form, found here:</i> http://www.maine.gov/purchases/info/forms/govcoop.doc.</p>
	F. The procurement of goods or services involves expenditures of \$10,000 or less, in which case the Director of the Bureau of General Services may accept oral proposals or bids;
	G. The procurement of goods or services involves expenditures of \$10,000 or less, and procurement from a single source is the most economical, effective and appropriate means of fulfilling a demonstrated need.
	<div style="display: flex; border-bottom: 1px solid black;"> <div style="flex: 1; padding-right: 10px;">If a different authorization specifically allows for this non-competitive procurement, please provide that reference here:</div> <div style="flex: 1;"></div> </div>

Please note that the following four points below (#2 through 5) all require a response.

2. Description of Specific Need

Please identify, and fully describe, the specific problem, requirement, or need the resulting non-competitive contract would address and which makes the goods or services necessary. Explain how the requesting Department determined that the goods or services are critical and/or essential to agency responsibilities or operations.

a. Our Department needs to monitor movement and mortality events of bear, deer, and moose to inform our management systems and guide regulatory processes. MDIFW currently has ongoing research projects for deer and moose that require GPS collared animals, and a long-term monitoring program for bears that necessitates the deployment of GPS collars. The deer and moose research projects and current bear monitoring effort would not be possible without these collars.

b. The primary mission of our agency is to ensure that wildlife populations in Maine, and public enjoyment of these species, are maintained for current and future generations of Maine citizens and visitors. As such, the Department needs to monitor the health of deer, moose, and bear and regulate hunting of these species to ensure the continued enjoyment of these animals. GPS collars facilitate monitoring the survival rates and movements of these species, and these monitoring activities ultimately guide our management systems and inform the Department's regulatory processes.

State of Maine
Waiver of Competitive Bidding Request Form

3. Availability of other Public Resources

Please explain how the requesting Department concluded that sufficient staffing, resources, or expertise is not available within the State of Maine's government, or other governmental entities (local, other state, or federal agencies) external to the requesting Department, which would be able to address the identified need more efficiently and effectively than the identified vendor.

Our Department does not have the capability or expertise to manufacture the GPS or VHF collars used in wildlife telemetry projects, and we are not aware of other government entities that manufacture these collars. Typically GPS and VHF collars are manufactured in the private sector.

4. Cost

Since a waiver of competitive bidding is being requested for this procurement, please explain how the requesting Department concluded the negotiated costs, fees, or rates are **fair and reasonable**.

MDIFW had a master agreement with Vectronic Aerospace for the identical collars for the last two years. Collar costs are the same in the current solicitation package and satellite transmission rates are lower than in the 2017 solicitation package (i.e., the 2017 subscription fee was \$28.80/collar/year and the current solicitation offer is \$24/collar/year; transmission of GPS positions (2 per day) was \$113.88/collar/year in 2017 and the current offer is \$94.90/collar/year.

5. Future Competition

Please describe potential opportunities which may be available to foster competition for these goods or services in the future.

Following completion of the current studies the Department will seek competitive bids through the RQS process.

Please note that only one of the two points below ("Uniqueness" or "Timeframe") requires a response. Requesting Departments are not required to respond to both points.

6. Uniqueness

Please explain if the goods or services required are unique to a specific vendor. Describe the unique qualifications, abilities, and/or expertise of the vendor and how those particular unique factors address the specific need identified above. If the vendor has unique equipment, facilities, or proprietary data, also explain the necessity of these particular unique assets.

For the deer and moose projects alone, the Department currently has 387 Vectronic Aerospace GPS collars that are transmitting data through satellites using the Provider's software and transmission contracts. The battery life of these GPS collars is 3 to 4 years; hence, we need to renew our master agreement with this Provider to continue to collect data for these studies.

A good study design will reduce variability in the way data are collected. Therefore, it is preferable to use collars from the same GPS manufacturer throughout a study, unless, there is an equipment failure.

In past master agreements, we have bundled collar purchases with pre-paid (one year in advance) airtime fees.

State of Maine
Waiver of Competitive Bidding Request Form

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7. Timeframe (Complete only if B. is the Statutory Justification marked on Page 1)

Please explain if time is of the essence and an emergency exists which requires the immediate procurement of goods or services. Describe the nature of this emergency, provide the date by which the goods or services must be delivered, and explain how that date was determined and its significance (i.e. impact if delayed beyond this date). Also, provide information as to how it was determined this vendor is the best option to address this time-sensitive procurement.

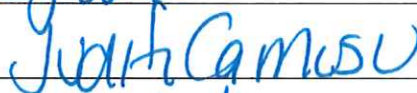
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Signature of requesting Department's Commissioner or Chief Executive (or designee within the Commissioner's Office):

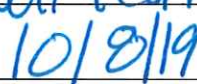
By signing below, I signify that my Department requests, and I approve of, this Waiver of Competitive Bidding.

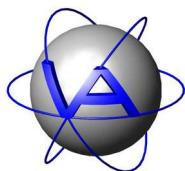


Printed Name:



Date:





**VECTRONIC
Aerospace Inc.**

***innovative technology
for science and research***

Maine Department of Inland
Fisheries and Wildlife
Dr. Walter Jakubas
650 State St.
Bangor, ME 04401
USA

VECTRONIC Aerospace Inc.
3292 Ridgeway Drive, Suite C
Coralville, IA 52241-2024
Contact: Chris Kochanny
Phone: 319-626-2267
Fax: 319-626-2268
Email: info@vectronic-aerospace.com
Web: <http://www.vectronic-aerospace.com>
EIN: 37 - 1805015

OFFER

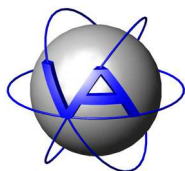
AH-AH344

Offer No.: 1898-20191008	Customer No.: 22007	Your EIN:	Date: 2019-10-08
Your Ref.: Master Agreement	from / Date:	Comments: GPS Collars (for Deer, Bear, and Moose)	

Pos.	Description	Qty.	Unit Price USD	Amount USD
	for quantity of 1-19 collars: -----			
01	SURVEY-1C or 1D GLOBALSTAR Collar GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany	1	699.00	699.00
02	SURVEY-2D GLOBALSTAR Collar GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany	1	750.00	750.00
	for quantity of 20-49 collars: -----			
03	SURVEY-1C or 1D GLOBALSTAR Collar (incl.5% DC) GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany	1	664.05	664.05
04	SURVEY-2D GLOBALSTAR Collar (incl.5% DC) GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany	1	712.50	712.50
	for quantity of 50-99 collars: -----			
05	SURVEY-1C or 1D GLOBALSTAR Collar (incl.10% DC) GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany	1	629.10	629.10

VECTRONIC Aerospace Inc
3292 Ridgeway Drive, Suite C
Coralville, IA 52241-2024
USA

Financial Institution: US Bank
Account Holder: VECTRONIC Aerospace Inc.
Account No.: 196475927972
Bank Routing No.: 073000545
Swift-Code: USBKUS44IMT



VECTRONIC Aerospace Inc.

*innovative technology
for science and research*

Offer No.:
1898-20191008

Customer No.:
22007

Pos.	Description	Page 2	Qty.	Unit Price USD	Amount USD
06	SURVEY-2D GLOBALSTAR Collar (incl.10% DC) GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany for quantity over 100 collars: -----		1	675.00	675.00
07	SURVEY-1C GLOBALSTAR Collar (incl.15% DC) GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany		1	594.15	594.15
08	SURVEY-2D GLOBALSTAR Collar (incl.15% DC) GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany		1	637.50	637.50

Shipping costs are calculated per order and will be 1% of the goods value.

Warranty

The GPS collars manufactured by Vectronic Aerospace are supplied with 2-year warranty for the collar electronic parts.

Net Amount USD	Freight/Packing USD	VAT %	VAT USD	Total Amount USD
5361.30	0.00	0	0.00	5361.30

Payment: 30 days net
Shipping Date: 12 weeks ARO

**IRIDIUM and GLOBALSTAR Monthly Account****Terms and Conditions** (Valid from 2019-08-29)

Please check the requested satellite contract (only one option!):

IRIDIUM – Unlimited Plan ☐ Prepayment ☐ Postpayment
IRIDIUM – 3 kByte Plan ☐ Prepayment ☐ Postpayment
GLOBALSTAR ☐ Prepayment ☐ Postpayment

	Prepayment	Postpayment
	US\$	US\$
IRIDIUM - Unlimited Plan*		
Activation charge	0.00	0.00
Monthly Subscription fee	15.00	18.75
Price per transmitted GPS location		
• Iridium Mode 1 (1 position/message)	0.048	0.060
• from Iridium Mode 2 (2 positions/message)	0.024	0.030
Reactivation charge within 3 months	10.00	10.00

	Prepayment	Postpayment
	US\$	US\$
IRIDIUM – 3 kByte Plan*		
Activation / Reactivation charge	30.00	37.50
Monthly 3 kByte volume rate		
(3000 Byte \triangleq 150 fixes)	7.50	9.375
Each additional GPS location > 3 kByte	0.060	0.075

*) Please see last page for examples of calculation

	Prepayment	Postpayment
	US\$/Euro	US\$/Euro
GLOBALSTAR		
Activation / Reactivation charge	30.00	37.50
Monthly Subscription fee	2.00	2.50
Price per Message (1 or 2 GPS locations)	0.13	0.16

It is possible that additional costs arise for the 3 kByte plan if the monthly volume of 3000 bytes is exceeded, e.g. when GPS positions are transmitted in a later month (due to satellite contact issues).

The indicated fees for IRIDIUM and GLOBALSTAR refer only to the transmission of GPS positions. Additional messages, e.g. notifications of mortality, virtual fence or separation may lead to additional costs.



Agreement to Terms and Conditions

I hereby agree to the Terms and Conditions of this Agreement as stated above.

Company / Organization :

European VAT ID

(only for customer inside the EU) :

Last Name :

First Name :

Mailing Address (Street) :

City :

State / Province (USA, CA only) :

ZIP Code :

Country :

Phone :

Fax :

Email :

All fields are required!

Signature of Authorized Representative

Title

Date

Please send this form by fax (+49 30 6789 5230) or by email to wildlife@vectronic-aerospace.com

VECTRONIC Aerospace GmbH

Communication • Navigation • Space Applications



VECTRONIC Aerospace GmbH • Carl-Scheele-Str. 12 • 12489 Berlin

Maine Department of Inland
Fisheries and Wildlife
650 State St.
Bangor, ME 04401
USA

Postal Address:
VECTRONIC Aerospace GmbH
Carl-Scheele-Str.12
12489 Berlin
GERMANY

Phone: +49 (0)30 / 6789 4990
Fax: +49 (0)30 / 6789 5230
E-Mail: mail@vectronic-aerospace.com
http://www.vectronic-aerospace.com
WGS 84: 52° 25.83' N 13° 31.52' O
VAT Reg.No.: DE813227798
Tax No.: 37/569/30744

OFFER

SB

Offer No.: 9460-20190925	Customer No.: 22007	Your VAT No.:	Date: 2019-09-25
Your Ref.:	from / Date:	Comments: Lord Brenda - Lee Kantar - MOOSE collars	

Pos.	Description	Qty.	Unit Price USD	Amount USD
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MOOSE - 359 Globalstar collars

Collar ID's:

14263,14328,14329,14330,14331,14332,14333,14335,14336,14337,
14339,14340,14341,14342,14343,14344,14345,14346,14347,14348,
14349,14350,14351,14352,14353,14354,14356,14357,14358,14359,
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33508,33511,33513,33515,33516,33517,33521,33522,33523,33525,

VECTRONIC Aerospace GmbH
Geschäftsführer: Pius Butz, Robert Schulte
Sitz der Gesellschaft: Berlin
Amtsgericht Charlottenburg HRB 76691

Bank Name: Commerzbank AG, New York Branch
Account Holder: VECTRONIC Aerospace GmbH
Account-No.: 150 112038500
Bank Routing No.: 026008044
Swift-Code: COBAUS33XXX

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 09/25/17**Expiration Date:** 09/24/19**Master Agreement Description:** Vectronic Master Agreement for GPS Collars**Buyer Information**

William Allen

207-624-7871 ext. NULL WJE.Allen@maine.gov

Issuer Information

Brenda Lord

207-941-4463 ext. BRENDALORD@MAINE.GOV

Requestor Information

Brenda Lord

207-941-4463 ext. BRENDALORD@MAINE.GOV

Authorized Departments

09A INLAND FISHERIES & WILDLIFE

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

VC0000192053

Vendor Name

VECTRONIC AEROSPACE GMBH

Alias/DBA**Vendor Address Information**

CARL-SCHEELE-STR. 12

BERLIN, BE 12489

DE

Vendor Contact Information

ROBERT SCHULTE

306-789-4990 ext.

mail@vectronic-aerospace.com

Commodity Information

Vendor Line #: 1

Vendor Name: VECTRONIC AEROSPACE GMBH

Commodity Line #: 1

Commodity Code: 72590

Commodity Description: GPS Collars

Commodity Specifications: As per the attached specifications made part of this BPO

Commodity Extended Description: See the attached BP54 Contract

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days	Free on Board	
Contract Amount \$0.00	Service Start Date	Service End Date
Catalog Name Vectronic	Discount 0.0000 %	
	Discount Start Date 09/25/17	Discount End Date 09/24/19

Commodity Information

Vendor Line #: 1

Vendor Name: VECTRONIC AEROSPACE GMBH

Commodity Line #: 2

Commodity Code: 96100

Commodity Description: Vectronic Air Time/Satellite Fees

Commodity Specifications: As per the attached specifications made part of this BPO

Commodity Extended Description: See the attached BP54 Contract

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days	Free on Board	
Contract Amount \$0.00	Service Start Date 09/25/17	Service End Date 09/24/19
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

Commodity Information

Vendor Line #: 1

Vendor Name: VECTRONIC AEROSPACE GMBH

Commodity Line #: 3

Commodity Code: 96286

Commodity Description: Vectronic Shipping

Commodity Specifications: As per the attached specifications made part of this BPO

Commodity Extended Description: See the attached BP54 Contract

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
Contract Amount	Service Start Date	Service End Date
\$0.00	09/25/17	09/24/19
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

State of Maine Waiver of Competitive Bidding Request Form

Form Instructions: Please provide the requested information in the white boxes below. This form is to precede all contract requests that are not the direct result of a competitive bid process.

Requesting Department's Contract Administrator:	Dr. Wally Jakubas Brenda Lord, Secretary	Office/Division/Program of Contract Administrator:	Dept. of Inland Fisheries and Wildlife; Bureau of Resource Management, Wildlife Div.
Est. Contract Amount:	None	Contract or RQS Number:	MA 171024*51
Proposed Start Date:	9/25/2017	Proposed End Date:	9/25/2021
Vendor/Provider Name, City, State	VECTRONIC Aerospace GmbH Carl-Scheele-Str. 12 D - 12489 Berlin GERMANY		
Short Description of Good or Service:	Provide GPS collars for Deer, Moose, and Bear. Collars and satellite service will be purchased on an as needed basis through a master agreement.		
Please note, for transparency purposes, Waivers of Competitive Bidding will be publicly posted. Public postings are placed on the Division of Purchases' website for a period of seven consecutive calendar days.		To be completed by the Division of Purchases Posting dates on Division of Purchases' website: From: <u>09/12/2017</u> To: <u>09/18/2017</u>	
Notice of Intent to Waive Competitive Bidding Number:		NOI# 0920171427	
1. Statutory Justification State of Maine statute (5 M.R.S. §1825-B(2)) allows waivers of competitive bidding only for the specific reasons listed below. Please mark the appropriate box (X) next to the justification which applies to this specific request.			
<input type="checkbox"/>	A. The procurement of goods or services by the State for county commissioners pursuant to Title 30-A, section 124, involves the expenditure of \$2,500 or less, and the interests of the State would best be served;		
<input type="checkbox"/>	B. The Director of the Bureau of General Services is authorized by the Governor, or the Governor's designee, to make purchases without competitive bidding because, in the opinion of the Governor or the Governor's designee, an emergency exists that requires the immediate procurement of goods or services;		
<input type="checkbox"/>	<i>If citing the above justification for this Waiver of Competitive Bidding request, please have the requesting Department's Commissioner or Chief Executive (as the Governor's "designee") sign and date on the right.</i>	<i>By signing below, I signify as the Governor's designee there is an emergency that necessitates this non-competitive procurement.</i> Signature: N/A	
<input type="checkbox"/>	Printed Name:	Date:	
<input checked="" type="checkbox"/>	C. After reasonable investigation by the Director of the Bureau of General Services, it appears that any required unit or item of supply, or brand of that unit or item, is procurable by the State from only one source;		
<input type="checkbox"/>	D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;		
<input type="checkbox"/>	E. The purchase is part of a cooperative project between the State and the University of Maine System, the Maine Community College System, the Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State involving: (1) An activity assisting a state agency and enhancing the ability of the university system, community college system, Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State to fulfill its mission of teaching, research, and public service; (2) A sharing of project responsibilities and, when appropriate, costs;		
<input type="checkbox"/>	<i>If citing the above justification for this sole source request, please note that the specific approval of the Governor's Office is required, in accordance with Executive Order 26 FY 11/12, "An Order to Enhance Competitive Bidding". The approval must be documented on DAFS/BGS/Division of Purchases "GOVCOOP" form, found here: http://www.maine.gov/purchases/info/forms/govcoop.doc.</i>		
<input type="checkbox"/>	F. The procurement of goods or services involves expenditures of \$10,000 or less, in which case the Director of the Bureau of General Services may accept oral proposals or bids;		
<input type="checkbox"/>	G. The procurement of goods or services involves expenditures of \$10,000 or less, and procurement from a single source is the most economical, effective and appropriate means of fulfilling a demonstrated need.		

State of Maine Waiver of Competitive Bidding Request Form

If a different authorization specifically allows for this non-competitive procurement, please provide that reference here:

Please note that the following four points below (#2 through 5) all require a response.

2. Description of Specific Need

Please identify, and fully describe, the specific problem, requirement, or need the resulting non-competitive contract would address and which makes the goods or services necessary. Explain how the requesting Department determined that the goods or services are critical and/or essential to agency responsibilities or operations.

The Department has ongoing studies to determine the mortality rates of moose, deer, and bear. Briefly, the moose mortality study is a cooperative study with wildlife agencies and universities from New Hampshire and Vermont. New Hampshire and Vermont need to determine the factors causing their moose populations to decline. Maine needs to identify the major sources of mortality on its moose population and the effect of these mortalities on moose population growth. The deer winter mortality study is a cooperative study being done within the Northeast Deer Research Partnership. The overall objective of this study is to document winter mortality rates of deer and how they are influenced by weather, habitat conditions, winter feeding by people, and predation. The black bear monitoring program is a long-term monitoring effort by the Department. The objective is to estimate mortality and reproductive rates of female bears in various regions in the state. Information gained from these studies on moose, deer, and bear will be used to set harvest regulations and manage the population levels of these species in Maine. For all of these studies, GPS collars are the most efficient way to track animal movements and determine when and where an animal has died.

The primary mission, and statutory mandate, of our agency is to ensure that wildlife populations persist in Maine for the enjoyment of Maine's citizens and visitors (Title 12, §10051). Given the mission of our agency, moose, deer, and bear hunting needs to be regulated to ensure that harvest rates meet publically derived population objectives and that these populations remain healthy for future generations to enjoy. To determine harvest rates, biologists need to understand population trends, which are ultimately determined by reproduction and survival rates.

3. Availability of other Public Resources

Please explain how the requesting Department concluded that sufficient staffing, resources, or expertise is not available within the State of Maine's government, or other governmental entities (local, other state, or federal agencies) external to the requesting Department, which would be able to address the identified need more efficiently and effectively than the identified vendor.

Neither the State of Maine or other government agencies manufactures radiotelemetry equipment.

4. Cost

Since a waiver of competitive bidding is being requested for this procurement, please explain how the requesting Department concluded the negotiated costs, fees, or rates are **fair and reasonable**.

We contacted 4 vendors who produce GPS collars using Globalstar technology: ATS (Advanced Telemetry Systems), Sirtrack (Lotek), Telonics, and Vectronic. ATS does not produce a GPS-Globalstar unit; SirTrack-offers a GPS-Globalstar unit at \$750.00; Telonics GPS-Globalstar unit costs start at \$2,550; and Vectronic-offers a GPS-Globalstar unit at \$594.00.

State of Maine Waiver of Competitive Bidding Request Form

5. Future Competition

Please describe potential opportunities which may be available to foster competition for these goods or services in the future.

The Department will evaluate the performance of these GPS collars every year to determine whether they are meeting expectations. We recognize that individual components of the collars may change from year to year, and that Vectronic Aerospace may have little control over these changes. If collar performance declines, we may request bids from other collar manufacturers.

Please note that only one of the two points below ("Uniqueness" or "Timeframe") requires a response. Requesting Departments are not required to respond to both points.

6. Uniqueness

Please explain if the goods or services required are unique to a specific vendor. Describe the unique qualifications, abilities, and/or expertise of the vendor and how those particular unique factors address the specific need identified above. If the vendor has unique equipment, facilities, or proprietary data, also explain the necessity of these particular unique assets.

- Vectronic GPS collars (GPS PLUS VERTEX SURVEY-1 Collar with GLOBALSTAR Satellite Communication) will provide biologists, via email, two GPS locations per day per collared moose or deer, and will email the biologist should the mortality sensor be activated. This technology provides significant cost savings over conventional VHF collars that are monitored using fixed-winged aircraft.
 - Mortality signals from Vectronic collars are immediately transmitted to the biologist, whereas, it may take up to 4 days for a VHF mortality signal to be detected by an aircraft flying 2 times a week.
 - The battery life for these collars is 4 years compared with 3 years for collars with similar transmission configurations from other collar manufacturers. The longer life span of these collars provides considerable cost savings for long term projects.
 - Vectronic provides software to analyze GPS data, while competitors charge per collar for similar software.
 - Minnesota's DNR is currently conducting the largest moose study in North America and are using Vectronic collars. They state that "these collars provide some of the most sophisticated tracking technology in wildlife biology" and have been reliable in their performance.
 - These collars are the least expensive collars on the market for collars that have the same functionality.
 - GPS collars from the closest competitor to Vectronic, in terms of price, (i.e., SirTrack) did not perform well in IFW's bear study. Inferior GPS collars that stop working are extremely costly to our agency. This includes the cost of capturing the animal (for collaring moose up to \$1,800 per animal), personnel time spent monitoring the animal, and possible invalidation of study results from having too few animals collared.
- Sound experimental design strives to limit variability; especially in the methods used to collect data. If the Department were to use GPS collars from multiple manufacturers it would add another source of variability to the moose and deer projects. We know from IFW's bear study that deploying collars from multiple manufacturers causes problems in the field. For example, VHF transmission rates¹ differ among manufacturers when the collar goes on mortality mode). Variable transmission rates from collars can confuse searchers looking for an animal that has supposedly died. Therefore, we are striving to limit the different types of collars we are using on a given project.

¹ GPS collars also use VHF signals to allow biologist to locate collars using hand-held receivers.

State of Maine Waiver of Competitive Bidding Request Form

7. Timeframe

Please explain if time is of the essence and an emergency exists which requires the immediate procurement of goods or services. Describe the nature of this emergency, provide the date by which the goods or services must be delivered, and explain how that date was determined and its significance (i.e. impact if delayed beyond this date). Also, provide information as to how it was determined this vendor is the best option to address this time-sensitive procurement.

Often a 12-week lead time is needed for manufacturing GPS collars. These collars need to be ordered now to be ready for deployment in December.

**Signature of requesting
Department's Commissioner
or Chief Executive
(or designee within the
Commissioner's Office):**

*By signing below, I signify that my Department requests, and I approve of, this
Waiver of Competitive Bidding.*

Printed Name:

Chandler Woodcock

Date:

9-8-17

AdvantageME No: MA18P171024*51

STATE OF MAINE
DEPARTMENT OF INLAND FISHERIES AND WILDLIFE
Agreement to Purchase Services

THIS AGREEMENT, made this 20th day of September, 2017, is by and between the State of Maine, Department of Inland Fisheries and Wildlife, hereinafter called "Department," and Vectronic Aerospace GmbH, located at Carl-Scheele-Str. 12, Berlin, BE 12489, Germany, telephone number 306-789-4990, hereinafter called "Provider", for the period of Start Date: 09/25/2017 End Date: 09/24/2019
Contract renewal: Following the initial term of the contract, as shown in Rider A, the Department may opt to renew the contract for two renewals (the first renewal for two years and the second renewal for one year), and subject to continued available funding and satisfactory performance.

The AdvantageME Vendor/Customer number of the Provider is VC0000192053

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed
Rider B - Payment and Other Provisions
Rider C - Exceptions to Rider B
Rider D/E/F - At Department's Discretion
Rider G - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

Provider: Vectronic Aerospace GmbH

By: Robert Schulte

CEO
(Name and Title, Provider Representative)

Date: 2017-09-25
VECTRONIC AEROSPACE GMBH
Communication • Navigation • Raumfahrttechnik
Carl-Scheele-Str. 12 • D-12489 Berlin
Tel.: +49 (0)30 6789 4990
Fax: +49 (0)30 6789 5230
www.vectronic-aerospace.com
mail@vectronic-aerospace.com

Department of Inland Fisheries and Wildlife

By: Judith A. Camuso
Judith A. Camuso, Wildlife Division Director

Date: 10/31/17

Total Agreement Amount: \$ \$Unencumbered-Agency will order as needed and complete encumbered
Delivery Order (DO)

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by an Approval Cover Page from the Division of Purchases.

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 AdvantageME ACCOUNT CODING

AdvantageMe Commodity Line 1

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.
		013	09A	7508		01		5595	Deer, Bear, Moose - 75%PR GPS Collars

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.	PROGRAM
		014	09A	5013		01		5595		Moose (25% match) GPS Collars

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.	PROGRAM
		014	09A	7508		05		5595		Bear (25% match) GPS Collars

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.
		010	09A	7508		01		5595	Deer (25% match) GPS Collars

AdvantageMe Commodity Line 2

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.
		013	09A	7508		01		5385	Deer, Bear, Moose - 75%PR Airtime

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.	PROGRAM
		014	09A	5013		01		5385		Moose (25% match) Airtime

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.	PROGRAM
		014	09A	7508		05		5385		Bear (25% match) Airtime

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.
		010	09A	7508		01		5385	Deer (25% match) Airtime

AdvantageMe Commodity Line 3

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.
VC0000192053		013	09A	7508		01		4903	Deer, Bear, Moose - 75%PR Shipping

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.	PROGRAM
VC0000192053		014	09A	5013		01		4903		Moose (25% match) Shipping

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.	PROGRAM
		014	09A	7508		05		4903		Bear (25% match) Shipping

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.
		010	09A	7508		01		4903	Deer (25% match) Shipping

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

The Provider will supply Global Star GPS collars for black bear, white-tailed deer, and moose at the cost schedule referenced in their Solicitation Package (Rider D) for the duration of this contract. These collars will conform to the specifications described in Rider D including operating software, battery life, the frequency of GPS transmissions per day, email mortality alerts, VHF transmissions, and warranty and service. The Provider will charge the Department Globalstar Satellite Airtime Fees including activation and reactivation charges, subscription fees, and GPS position transfer fees according to the terms and conditions outlined in Rider D. For any prepayment of satellite airtime fees made to the Provider, the Provider will (1) allow the Department to apply any remaining balance of airtime fees beyond the original, contracted, prepayment period; (2) upon request, reimburse the Department for any unused satellite transmission fees at the end of the project; (3) insure that the Department will be indemnified for unpaid satellite fees, should the Provider not pay the fee to the satellite company, and (4) deactivate the airtime fees for any collar after the Department notifies the Provider that a collar was not able to be deployed, a mortality event occurred, or the collar ceased to function in the field. The Department acknowledges its responsibility to notify the Provider when a collar's airtime fees need to be deactivated.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$Unencumbered-Agency will order as needed and complete encumbered Delivery Order (DO)

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Payments will be made upon receipt of an accurate and approved invoice. (See Rider A. Prepayment for Airtime is approved)

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **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.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Walter Jakubas, Mammal Group Leader
Address: 650 State Street, Bangor, Maine 04401

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **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 execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **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 written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. 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.

b. 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.

c. 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.

d. 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) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. 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.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. 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.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. 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.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. 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.

13. **WARRANTY** The Provider warrants 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 for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO 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

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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.

15. **TERMINATION** The performance of work under the 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 interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the 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.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **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 Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

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

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider 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 this State 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 Department 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 Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **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.

23. **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.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that 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, or 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. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

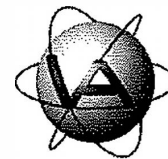
26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, 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.

27. **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 the 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 the Agreement, or to exercise an option or election under the 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, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

BP 54 - AGREEMENT TO PURCHASE SERVICES

RIDER C
EXCEPTIONS TO RIDER B

NONE

VECTRONIC Aerospace GmbH**Kommunikation • Navigation • Raumfahrttechnik**

VECTRONIC Aerospace GmbH • Carl-Scheele-Str. 12 • D-12489 Berlin

Maine Inland Fisheries and Wildlife

Brenda Lord

Wildlife Secretary

650 State Street

Bangor, ME 04401

USA

your reference

Postal Address:

VECTRONIC Aerospace GmbH

Carl-Scheele-Str. 12

D-12489 Berlin

Phone +49 (0)30 / 6789 4990

Fax +49 (0)30 / 6789 5230

E-Mail: mail@vectronic-aerospace.com<http://www.vectronic-aerospace.com>

WGS 84: 52°25.83' N 13°31.52' O

VAT reg. no.: DE813227798

Tax No.: 37/272/20580 date

Solicitation package
for GPS Collars (for Deer, Bear, and Moose)

September 12, 2017

Dear Brenda Lord,

Please find attached the Solicitation package for GPS Collars (for Deer, Bear, and Moose):

1. Price Overview with quantity discounts
2. Our Proposal
3. Confirmation for the prepayment of satellite airtime fees in advance
4. Our airtime fee contract
5. Flyer Survey

If there are any questions or if more information is needed, please contact us under:

per phone: +49 30 6789 4990

per mail: wildlife@vectronic-aerospace.com

Best Regards,

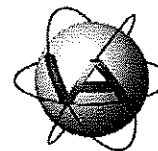
Christina Akakpo

VECTRONIC Aerospace GmbH
Geschäftsführer: Pius Butz, Robert Schulte
Sitz der Gesellschaft: Berlin
Amtsgericht Charlottenburg HRB 76691

Commerzbank AG, New York Branch
Account Holder: Vectronic Aerospace GmbH
Account-No: 150 112038500
Bank Routing No: 026008044
Swift-Code: COBAUS33XXX

VECTRONIC Aerospace GmbH

Communication · Navigation · Space Applications



VECTRONIC Aerospace GmbH · Carl-Scheele-Str. 12 · 12489 Berlin

Maine Department of Inland
Fisheries and Wildlife
Attn.: Brenda Lord
650 State St.
Bangor, ME 04401
USA

Postal Address:
VECTRONIC Aerospace GmbH
Carl-Scheele-Str.12
12489 Berlin
GERMANY

Phone: +49 (0)30 / 6789 4990
Fax: +49 (0)30 / 6789 5230
E-Mail: mail@vectronic-aerospace.com
http://www.vectronic-aerospace.com
WGS 84: 52° 25.83' N 13° 31.52' O
VAT Reg.No.: DE813227798
Tax No.: 37/569/30744

CA

Offer No.: 6923-20170909	Customer No.: 22007	Your VAT No.:	Date: 2017-09-09
Your Ref.:	from / Date: 2017/08/01	Comments:	

Pos.	Description	Qty.	Unit Price USD	Amount USD
GPS Collars (for Deer, Bear, and Moose)				

for quantity of 1-19 collars:				

01	SURVEY-1C or 1D GLOBALSTAR Collar GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany	1	699.00	699.00
02	SURVEY-2D GLOBALSTAR Collar GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany	1	750.00	750.00
for quantity of 20-49 collars:				

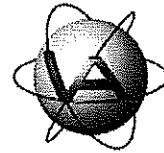
03	SURVEY-1C or 1D GLOBALSTAR Collar (incl.5% DC) GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany	1	664.05	664.05
04	SURVEY-2D GLOBALSTAR Collar (incl.5% DC) GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany	1	712.50	712.50

VECTRONIC Aerospace GmbH
Geschäftsführer: Pius Butz, Robert Schulte
Sitz der Gesellschaft: Berlin
Amtsgericht Charlottenburg HRB 76691

Bank Name: Commerzbank AG, New York Branch
Account Holder: VECTRONIC Aerospace GmbH
Account-No.: 150 112038500
Bank Routing No.: 026008044
Swift-Code: COBAUS33XXX

VECTRONIC Aerospace GmbH

Communication · Navigation · Space Applications



Offer No.:
6923-20170909

Customer No.:
22007

Page 2

Pos.	Description	Qty.	Unit Price USD	Amount USD
------	-------------	------	-------------------	---------------

for quantity of 50-99 collars:

05	SURVEY-1C or1D GLOBALSTAR Collar (incl.10% DC) GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany	1	629.10	629.10
06	SURVEY-2D GLOBALSTAR Collar (incl.10% DC) GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany	1	675.00	675.00

for quantity over 100 collars:

07	SURVEY-1C GLOBALSTAR Collar (incl.15% DC) GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany	1	594.15	594.15
08	SURVEY-2D GLOBALSTAR Collar (incl.15% DC) GLOBALSTAR Satellite Communication including VHF Beacon transmitter and mortality sensor TARIC 8526 91 20 20, Country of origin: Germany	1	637.50	637.50

Warranty

The GPS collars manufactured by Vectronic Aerospace are supplied with 2-year warranty for the collar electronic parts.

Delivery Date: 12 weeks ARO
Payment: 30 days net

Department: Maine Inland Fisheries and Wildlife

Name: _____

Position: _____

Signature: _____

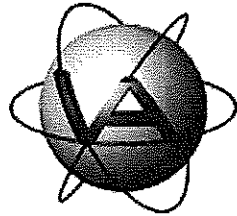
VECTRONIC Aerospace GmbH

Robert Schulte

CEO

VECTRONIC Aerospace GmbH
Geschäftsführer: Pius Butz, Robert Schulte
Sitz der Gesellschaft: Berlin
Amtsgericht Charlottenburg HRB 76691

Bank Name: Commerzbank AG, New York Branch
Account Holder: VECTRONIC Aerospace GmbH
Account-No.: 150 112038500
Bank Routing No.: 026008044
Swift-Code: COBAUS33XXX



**VECTRONIC
Aerospace**

innovative technology for science and research

Project:

**Solicitation package
for GPS Collars
(for Deer, Bear, and Moose)**

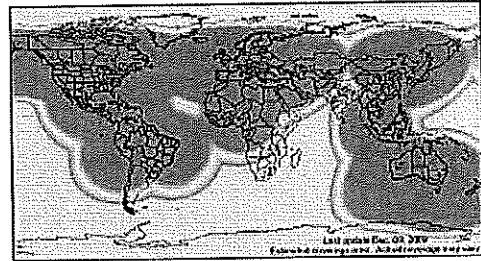
Table of Contents

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1 Product overview

The Survey system is a GPS collar with GLOBALSTAR one-directional satellite communication with 24 hour coverage.

The collar will automatically transmit the GPS positions to the GLOBALSTAR satellites. The data will be forwarded via Email within minutes after the satellite has received the message from the collars.



The receiving satellite does not confirm the reception, therefore each message is sent several times to increase the chance for a successful transmission. All GPS positions will not be erased from the collar memory and can be downloaded after retrieving the collar.

The Survey collar is equipped with a mortality sensor. If no activity or movement is detected for a user-defined period of time, the collar will:

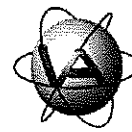
- send an alert message using GLOBALSTAR satellite network to your email address
- switch to mortality GPS mode by recording positions every 30 minutes for 6 hours (12 GPS locations and GLOBALSTAR messages) before it returns to regular GPS schedule
- VHF beacon transmitter switches to mortality mode

Collars will be configured with the free GPS PLUS X software, incl.:

- Export data to ASCII, spreadsheet or DBASE format
- Graphical presentation of GPS and activity data
- Export GPS data into more than 100 different worldwide coordinate / grid systems (optional)
- SQL database for all collar data (optional)
- Direct interface to Google Earth

The Survey Collar is shipped fully programmed as a part of our service. However, you can change the following settings with our USB remote stick:

- | | |
|---|--|
| - GPS schedule (up to two positions each day) | - VHF output power |
| - VHF beacon schedule | - VHF beacon pattern, pulse length and repetition rate |
| - VHF beacon frequency | - Mortality period |



2 Specification

2.1 Software

The free, windows based, user friendly GPS PLUS X Collar Manager for your PC is a powerful tool to manage your collars. It is designed to communicate with your collars via USB remote stick and is the basic tool to design your study. You can:

- manage collars,
- read out data from collar,
- store, export, display graphically, or filter data,
- export GPS data to more than 150 local grid systems,
- create new GPS schedules, beacon schedules to upload to your collar,
- direct interface to Google Earth,
- change the configuration of your collar via USB remote stick,
- upload collar firmware,
- multiple simultaneously user access,
- automatically download and procession of GPS data and event data.

We offer our USB remote stick tool, which allows easily downloading all data to the pc from retrieved collars and changing the collars settings.

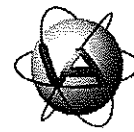
VECTRONIC Aerospace offers free remote desktop support in cases of handling problems with GPS PLUS X.

2.2 Battery life

The collar operational life expectancy will be with the following specifications:

- 1D Battery size
- Ambient temperature of 0°C
- GPS locations every 13 hours
- Globalstar uplink of all locations
- VHF beacon at 8 hours On/16 hours Off per day

Best Case	Average	Worst Case
GPS receiver is switched on for max. 45 s.	GPS receiver is switched on in average for 90 s.	GPS receiver is switched on in average for 180 s.
1939 days – 5.31 years	1751 days – 4.79 years	1466 days – 4.02 years



2.3 Amount of GPS positions per day

The Survey Collar will be delivered specially preprogramed to take 2 GPS positions within a 24 h period.

The data is send via GLOBALSTAR Simplex service for remote data download. GPS and Mortality Data are sent daily and repeatedly to increase probability that the message is received by the satellite. The data are transferred to your office as email or as HTTP download.

2.4 Mortality Alert

The Survey collar is equipped with a mortality sensor. If no activity or movement is detected for a user-defined period of time, the collar will:

- a) send an alert message using GLOBALSTAR satellite network to your email address and or per SMS
- b) switch to mortality GPS mode by recording positions every 30 minutes for 6 hours before it returns to regular GPS schedule
- c) VHF beacon transmitter switches to mortality mode

2.5 Warranty

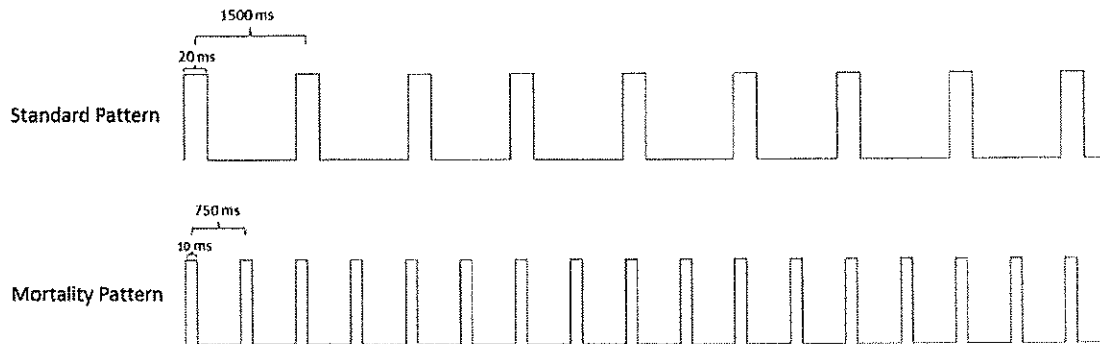
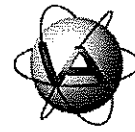
The GPS collars manufactured by Vectronic Aerospace are supplied with 2-year warranty for the collar electronic parts.

2.6 VHF Beacon

The Collars are equipped with a conventional VHF Beacon Transmitter in the frequency range from 130 MHz to 400 MHz for tracking the animal. Its maximal output power is +10 dBm.

The VHF beacon additionally transmits the following collar status information:

- A default signal, which confirms that the collar is working
- A mortality signal, if no activity has been detected for a pre-defined time



2.7 Temperature Range

The electronics and the battery of the Survey Collar are completely sealed in one housing maximizing the reliability in the field.

The collars are designed to operate at the wide range of temperatures from -40°C to $+70^{\circ}\text{C}$. They are water proof and can withstand even total immersion for several hours.

2.8 Warranty and Service

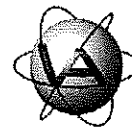
2.8.1 Warranty

We give two years warranty on electronic failures. Mechanical damage is excluded from warranty. Collars will be repaired (if possible) or replaced during the warranty period. In any case the customer and VECTRONIC Aerospace will try to find the best way to solve possible problems. The collar needs to be sent back to VECTRONIC Aerospace (Germany) for repair.

2.8.2 Service

Support does not end with the delivery or end of warranty. If necessary, we will guide you through the collar set-up via email, telephone, or Skype. In difficult cases, we can also guide you with our remote desktop support, which is a part of our software package. This way we can solve the problem directly on your computer and show you the steps you need to work with our software.

Date: September 12, 2017



**VECTRONIC
Aerospace**

innovative technology for science and research

2.9 Globalstar Airtime fees

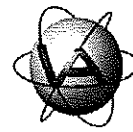
Please find below the prepayment rate for the first year with 2 positions per day, with the exchange rate from Euro to US\$ of 1,2:

Activation charge:	= 36.00 US\$
monthly subscription fee (12 months):	= 28.80 US\$
transfer of GPS Positions:	= 113.88 US\$
total airtime fees per collar for the first year:	= 178.68 US\$

Please find below the prepayment rate for every following year with 2 positions per day, with the exchange rate from Euro to US\$ of 1,2:

monthly subscription fee (12 months):	= 28.80 US\$
transfer of GPS Positions:	= 113.88 US\$
total airtime fees per collar for the first year:	= 142.68 US\$

For more details please see satellite contract.



3 Executive Summary

3.1 Executive Summary

Company Address and contact details

Company Name: VECTRONIC Aerospace GmbH
Address: Carl-Scheele-Str. 12
City: Berlin
Zip code: D-12489
Country: Germany
Tel.: +49 30 6789 4990
Fax: +49 30 6789 5230
Contact Person: Christina Akakpo
Email: cakakpo@vectronic-aerospace.com or
wildlife@vectronic-aerospace.com

3.2 Brief Company background

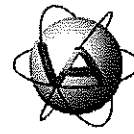
VECTRONIC Aerospace GmbH, founded in the year 2000 by Pius Butz and Robert Schulte in the city of Berlin, has become meanwhile one of the world wide leading companies in the area of wildlife monitoring. In the field of space technology, especially for small satellite applications, VECTRONIC Aerospace offers today a wide product range of superior-quality, custom tailored and standard subsystems.

VECTRONIC Aerospace is offering know how and innovative designs for wildlife research based on almost 20 years' experience of the key personnel.

VECTRONIC Aerospace GmbH was the first company worldwide which has released GPS GSM collars for wildlife application in the year 2000.

The wildlife department of VECTRONIC Aerospace consists of 30 peoples and develops solutions and products for more than over 500 customers worldwide, like GPS collars with GSM, UHF radio link and / or satellite communication.

Date: September 12, 2017



**VECTRONIC
Aerospace**

innovative technology for science and research

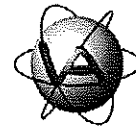
3.3 Company Transaction

VECTRONIC Aerospace is currently not involved in any transaction to become acquired by another business entity.

There are no circumstances impacting our firm that could affect our ability to perform under any award made through this Bid process.

There are no litigation or government agency action filed or claims against our firm that could affect our performance under a contract.

Date: September 12, 2017



**VECTRONIC
Aerospace**

Innovative technology for science and research

4 Financials

Details can be read online on our tax department at (unfortunately only in German):

https://www.ebundesanzeiger.de/ebanzwww/wexsservlet?session.sessionid=1da30b01483767b63e7e2f04d336f621&page.navid=quicksearchlisttoquicksearchdetail&globalsearch_searchlist.selected=c6c1b761217afdee&globalsearch_searchlist.destHistoryId=1

VECTRONIC Aerospace GmbH

Kommunikation • Navigation • Raumfahrttechnik



VECTRONIC Aerospace GmbH • Carl-Scheele-Str. 12 • D-12489 Berlin

Maine Department
of Inland Fisheries and Wildlife

- to whom it may concern -

Carl-Scheele-Str. 12
D-12489 Berlin

Telefon +49 (0)30 / 6789 4990
Telefax +49 (0)30 / 6789 5230
E-Mail: mail@vectronic-aerospace.com
<http://www.vectronic-aerospace.com>
WGS 84: 52°25.83' N 13°31.52' O
Ust. Ident. Nr. / VAT reg. no.
DE813227798

Ihr Zeichen

Unser Zeichen

Datum

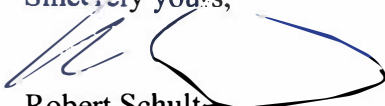
Berlin, 02.10.2017

Confirmation for the prepayment of satellite airtime fees in advance

For any prepayment of satellite airtime fees made to VECTRONIC Aerospace, located in Berlin, Germany, we assure the following:

1. If the airtime fee prepayment is not consumed within the original offered prepayment period, the remaining balance can be applied to any airtime fees credit can be used beyond the original contracted prepayment period.
2. The Maine Department of Inland Fisheries and Wildlife will be reimbursed for any unused satellite transmissions fees at the end of the project, on request.
3. The Maine Department of Inland Fisheries and Wildlife will be indemnified for unpaid satellite fees, should Vectronic Aerospace not pay the fee to the satellite company.
4. It will be the responsibility of the Maine Department of Inland Fisheries and Wildlife to notify Vectronic Aerospace about deactivating the airtime fees for any individual collar as a result of the following: not being able to deploy a collar, a mortality event or non-functioning collar on an animal in the field.

Sincerely yours,



Robert Schulte
CEO



IRIDIUM and GLOBALSTAR Monthly Account

Terms and Conditions (Valid from 2017-01-06)

Please check the requested satellite contract (only one option!):

IRIDIUM – Unlimited Plan ☐ Prepayment ☐ Postpayment
IRIDIUM – 3 kByte Plan ☐ Prepayment ☐ Postpayment
GLOBALSTAR ☐ Prepayment ☐ Postpayment

	Prepayment	Postpayment
IRIDIUM - Unlimited Plan*	US\$	US\$
Activation charge	0.00	0.00
Monthly Subscription fee	15.00	18.75
Price per transmitted GPS location	0.024	0.030
Reactivation charge within 3 months	10.00	10.00

	Prepayment	Postpayment
IRIDIUM – 3 kByte Plan*	US\$	US\$
Activation / Reactivation charge	30.00	37.50
Monthly 3 kByte flat rate (3000 Byte \pm 150 fixes)	7.50	9.375
Each additional GPS location > 3 kByte	0.060	0.075

*) Please see last page for examples of calculation

	Prepayment	Postpayment
GLOBALSTAR	EURO	EURO
Activation / Reactivation charge	30.00	37.50
Monthly Subscription fee	2.00	2.50
Price per Message (1 or 2 GPS locations)	0.13	0.16



1. Payments and Charges

Airtime charges as agreed will be invoiced monthly with payment being due in 30 days. Overdue accounts will be charged interest at 3% per month. It is the client's responsibility to read and understand the charges.

2. Non-Payment / Fraudulent Use

In the event of fraudulent use or non-payment of airtime VECTRONIC Aerospace GmbH will suspend service. Thereafter the units will only be useable after all outstanding charges as per the agreement have been met in full. VECTRONIC Aerospace GmbH reserve the right to suspend the service at any time, upon the discovery of either of the above two breaches.

3. Alteration of IRIDIUM Contract

It is possible to switch between IRIDIUM Unlimited account and IRIDIUM 3 kByte account once per calendar year. For changing from IRIDIUM Unlimited account to IRIDIUM 3 kByte account activation fee will be charged. Switching from IRIDIUM 3 kByte account to IRIDIUM Unlimited account is free of charge.

4. Deactivation and Reactivation

The IRIDIUM or GLOBALSTAR account can be deactivated free of charge at any time. An IRIDIUM Unlimited account can be reactivated free of charge 3 months after deactivation date. A reactivated IRIDIUM Unlimited account within 3 months of the deactivation date will be charged with a reactivation charge. A reactivated GLOBALSTAR or IRIDIUM 3 kByte account will be charged with a new activation charge.

5. Monthly Subscription

Monthly subscription will be charged as per agreement irrespective of use of the collar.

6. Period of Notice

The customer may terminate this Agreement at any time by giving written notice at least 30 days.

7. Production and Test charges

The user is responsible for airtime charges while VECTRONIC Aerospace GmbH is producing and testing the collars, however VECTRONIC Aerospace GmbH will try to minimise the charges.

8. Disclaimer

No liability or consequential loss will be accepted by VECTRONIC Aerospace GmbH for any, or all, failure of the system provided.

9. Value Added Tax

VAT is charged at the current rate and added to the charges quoted herein where applicable. 19% VAT is added to the total price for customers in Germany. VAT (19%) is also charged for customers without VAT registration number within the EU.

10. Jurisdiction

This agreement is subject to German law and is not transferable without consent from VECTRONIC Aerospace GmbH.

11. Exchange Rates

VECTRONIC Aerospace GmbH pays the charges in US Dollars, hence the exchange rate at the time of invoicing will apply.

12. Contract

This contract is with VECTRONIC Aerospace GmbH, Carl-Scheele-Str. 12, 12489 Berlin, Germany

13. License Arrangements

It is the users' responsibility to understand and ensure conformation with the license arrangements in the country of use. VECTRONIC Aerospace GmbH will accept no liability for any loss associated with unlicensed usage.

14. Variation of Charges and Terms

VECTRONIC Aerospace GmbH reserves the right to amend our charges during the contract period. Prior notice will be given when possible. We reserve the right to make changes to these terms and conditions if there are any changes to the law or amendments to the Network / Service Providers terms and conditions (as applicable). In the unlikely event that we have to change ID numbers prior notice will be given when possible.



Agreement to Terms and Conditions

I hereby agree to the Terms and Conditions of this Agreement as stated above.

Company / Organization :
European VAT ID
(only for customer inside the EU) :
Last Name :
First Name :
Mailing Address (Street) :
City :
State / Province (USA, CA only) :
ZIP Code :
Country :
Phone :
Fax :
Email :

All fields are required!

Signature of Authorized Representative

Title

Date

Please send this form by fax (+49 30 6789 5230) or by email to wildlife@vectronic-aerospace.com



Example of calculation for IRIDIUM Unlimited Plan vs. 3 kByte Plan (Regardless activation charge for 3 kByte Plan)

Monthly charges for 5 locations per day & prepayment

	Unlimited Plan	3 kByte Plan*
Monthly Subscription fee	15.00 US\$	7.50 US\$
Price for transmitted GPS locations	3.60 US\$	0.00 US\$
Total per month	18.60 US\$	7.50* US\$

Breaking Point: 15 / 16 locations per day

Monthly charges for 24 locations per day & prepayment

	Unlimited Plan	3 kByte Plan*
Monthly Subscription fee	15.00 US\$	7.50 US\$
Price for transmitted GPS locations	17.28 US\$	34.20 US\$
Total per month	32.28 US\$	41.70* US\$

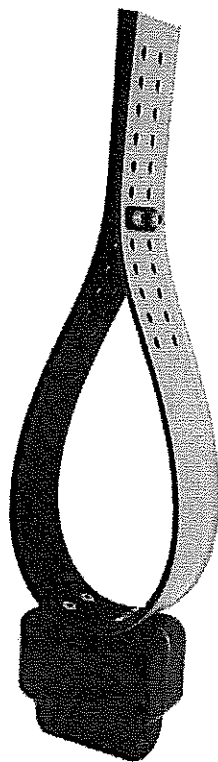
*) plus once only 30 US\$ activation charge for 3 kByte Plan

This calculation is for GPS locations only! Please keep in mind that notifications (e.g. mortality event, virtual fence event, separation messages) will cause extra charges.

Survey Globalstar

Economical GPS Globalstar satellite collar with VHF beacon

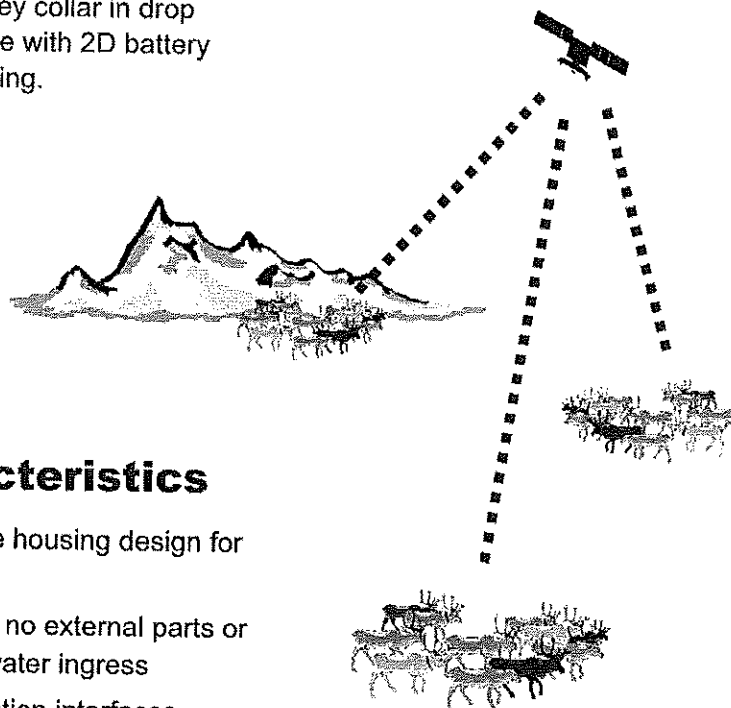
The Survey Globalstar collar is engineered and designed for long-term survival and monitoring studies. The collar replaces conventional VHF tracking collars and provides the added benefits of highly accurate spatial GPS data with regular daily samples. The data is transmitted using the Globalstar satellite system which is not dependent on weather or access to the study site.



Survey collar in drop shape with 2D battery housing.

The Survey Globalstar collar takes up to two GPS fixes per day and sends you daily updates about your study animals location, if it is still alive and data about ambient temperature.

The collar is also equipped with a powerful VHF beacon for field observations.



Collar Characteristics

- Unique German engineered one housing design for improved field reliability
- Completely sealed housing with no external parts or connections to protect against water ingress
- Completely wireless communication interfaces
- 1-way Globalstar satellite communication
- Large belt adjustment range (fits almost any neck size)
- 3 models starting at 325g
- Upgrades: UHF ID Tag for interaction studies
- comes with a 2 year warranty on all electronic parts

Basic settings allows up to one decade of migration observation with one Survey Globalstar collar.

GPS Collars made in Germany since 2000

VHF Beacon & Mortality Sensor

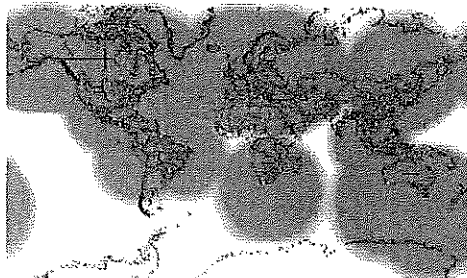
The Survey Globalstar collar is equipped with a mortality sensor. When no activity or movement is detected for a user-defined period of time, the collar will:

- send an alert message using Globalstar satellite network to your email address
- send an alert SMS text message to your mobile device
- switch VHF beacon to mortality pattern
- switch to mortality GPS mode by recording positions every 30 minutes for 6 hours and return to regular GPS schedule after



Round Survey collars with small 1C and 2D battery housing.

GLOBALSTAR Satellite Communication



Globalstar coverage map (May 2015)

The Survey Globalstar collar uses the Globalstar Simplex 1-way service for remote data download. GPS and mortality data is sent repeatedly to increase probability that the message is received by the satellites. The data is transferred to your computer as email or can be downloaded automatically using the HTTP Collector with GPS Plus X.

Technical Specifications

Collar battery type	1C	1D	2D
est. lifetime in No. of GPS positions (worst case)*	1538	3090	6488
est. lifetime in No. of GPS positions (average case)*	1422	3556	7470
est. lifetime in No. of GPS positions (best case)*	2136	3848	8080
"minimum" weight	325g	450g	670g
Dimensions [mm] (w x h x d)	80 x 51 x 50	98 x 53 x 61	98 x 85 x 61
Programming options	VHF beacon & GPS schedule, Globalstar communication settings, VHF beacon settings incl. VHF frequency		
VHF beacon frequency	130 – 400 MHz (factory setting)		
Temperature range	-40°C to +70°C		
Belt size	50 – 120cm		
Belt width	25, 32, 38, 50, 63 or 75mm		
Belt thickness	3.3, 4.3, 5.2 or 7.0mm		
Belt color	black per default (other colors, labels and reflective stripes at extra cost)		

*Lifetime estimation as number of GPS Fixes based on the following terms: 0°C ambient temperature, 2 positions per day, 1 position per Globalstar message, VHF beacon switched on for 6 hours per day, Pulse length 20ms, Period length 1500ms, Output power +10 dBm

GPS Collars made in Germany since 2000

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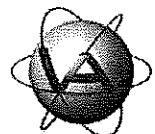
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RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

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



United States. Please identify state:



Other. Please identify country: Germany

Notification of Changes to the Information

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

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC0000192053	SURVEY-1C/D 1-19			13602	72590	Globalstar GPS Collars	Quantity of 1-19	EA	\$699.00	60
VC0000192053	SURVEY-1C/D 20-49				72590	Globalstar GPS Collars	Quantity of 20-49	EA	\$664.05	60
VC0000192053	SURVEY-1C/D 50-99				72590	Globalstar GPS Collars	Quantity of 50-99	EA	\$629.10	60
VC0000192053	SURVEY-1C/D 100+				72590	Globalstar GPS Collars	Quantity of 100+	EA	\$594.15	60
VC0000192053	SURVEY-2D 1-19			13604	72590	Globalstar GPS Collars-Double Life	Quantity of 1-19	EA	\$750.00	60
VC0000192053	SURVEY-2D 20-49				72590	Globalstar GPS Collars-Double Life	Quantity of 20-49	EA	\$712.50	60
VC0000192053	SURVEY-2D 50-99				72590	Globalstar GPS Collars-Double Life	Quantity of 50-99	EA	\$675.00	60
VC0000192053	SURVEY-2D 100 +				72590	Globalstar GPS Collars-Double Life	Quantity of 100+	EA	\$637.50	60
VC0000192053	USB Remote Stick				72590	GPS Collars (Deer, Elk, Moose)	N/A	EA	\$90.00	60