

MA 18P 1112120000000000142  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 12/28/12

**Expiration Date:** 12/31/20

**Master Agreement Description:** Defibtech AEDs and Accessories

**Buyer Information**

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

**Issuer Information**

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

**Requestor Information**

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

**Agreement Reporting Categories**

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC1000054153

**Vendor Name**

LIFESAVERS INC

**Alias/DBA**

**Vendor Address Information**

39 Plymouth Street

Fairfield, NJ 07004

US

**Vendor Contact Information**

ROBERT STICKEL  
866-641-1200 ext.  
Bob@lifesaversinc.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** LIFESAVERS INC

**Commodity Line #:** 1

**Commodity Code:** 47537

**Commodity Description:** Defibtech Automatic External Defibrillators and Accessories

**Commodity Specifications:** AEDs and cases purchased separately.

**Commodity Extended Description:** Contract pricing available to Municipalities, Political Subdivisions & Schools. See catalog for complete list of accessories available through this contract.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
0	FOB Dest, Freight Prepaid	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00		
<b>Catalog Name</b>	<b>Discount</b>	
AEDs	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>
	12/28/12	12/31/20

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
*Jaime Schorr* 1/15/2020  
Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:  
*Bob Stichel* 1/15/2020  
Signature Date

Bob Stichel President

Print Representative Name and Title

**RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input type="checkbox"/>	Bid Cover Page and Debarment Form
<input type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input checked="" type="checkbox"/>	Other – Included at Department's Discretion

**RIDER A**  
**Scope of Work and/or Specifications**

This master agreement is for Automated External Defibrillators (AEDs) and accessories included in the price list made part of this agreement. The vendor agrees to supply all commodities in the Price Sheet at the agreed upon prices as needed until the expiration date. All Delivery Orders shall be subject to the prices, terms, and conditions of this master agreement. Prices shall remain firm until the expiration date of 12/31/2020.

**RIDER B  
TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “Division” shall refer to the State of Maine Division of Purchases.
  - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
  
- 2. WARRANTY:** The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

**3. TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

**4. PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

**6. FORCE MAJEURE:** The State 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 State 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.

**7. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by the Division.

**8. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

**9. ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

**11. 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.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United



States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor 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 Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

RIDER C

EXCEPTIONS

Enter the exceptions here if applicable. If not applicable enter NA– make sure Rider C is not checked in the Rider section

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
DCF-100	Lifesavers, Inc	Defibtech		47537	Lifeline AED	Lifeline AED, 5 year battery with Lithium 9v, Adult pads	EA	\$670.00	7
DDU-2300	Lifesavers, Inc	Defibtech		47537	Lifeline View AED	Lifeline View AED, 4 year battery, Adult Pads, User ma	EA	\$1,090.00	14
DDP-100A	Lifesavers, Inc	Defibtech		47537	Adult Pads - Up to 5 Pairs - <b>Lifeline AED only</b>	This package contains one pair of adult defibrillation p	EA	\$34.20	2
DDP-100B	Lifesavers, Inc	Defibtech		47537	Adult Pads - 6 to 10 Pairs - <b>Lifeline AED only</b>	This package contains one pair of adult defibrillation p	EA	\$32.30	2
DDP-100C	Lifesavers, Inc	Defibtech		47537	Adult Pads - 10 or More Pairs - <b>Lifeline AED only</b>	This package contains one pair of adult defibrillation p	EA	\$30.10	2
DDP-200PA	Lifesavers, Inc	Defibtech		47537	Pediatric Pads - Up to 5 Pairs - <b>Lifeline AED only</b>	This package contains one pair of child/infant defibrilla	EA	\$89.10	2
DDP-200PB	Lifesavers, Inc	Defibtech		47537	Pediatric Pads - 6 to 10 Pairs - <b>Lifeline AED only</b>	This package contains one pair of child/infant defibrilla	EA	\$83.31	2
DDP-200C	Lifesavers, Inc	Defibtech		47537	Pediatric Pads - 10 or More Pairs - <b>Lifeline AED only</b>	This package contains one pair of child/infant defibrilla	EA	\$78.40	2
DDP-2001A	Lifesavers, Inc	Defibtech		47537	Adult Pads - Up to 5 Pairs - <b>Lifeline View AED only</b>	This package contains one pair of adult defibrillation p	EA	\$53.00	7
DDP-2001B	Lifesavers, Inc	Defibtech		47537	Adult Pads - 6 to 10 Pairs - <b>Lifeline View AED only</b>	This package contains one pair of adult defibrillation p	EA	\$50.00	7
DDP-2001C	Lifesavers, Inc	Defibtech		47537	Adult Pads - 10 or More Pairs - <b>Lifeline View AED only</b>	This package contains one pair of adult defibrillation p	EA	\$46.50	7
DDP-2002A	Lifesavers, Inc	Defibtech		47537	Pediatric Pads - Up to 5 Pairs - <b>Lifeline View AED only</b>	This package contains one pair of child/infant defibrilla	EA	\$89.10	7
DDP-2002B	Lifesavers, Inc	Defibtech		47537	Pediatric Pads - 6 to 10 Pairs - <b>Lifeline View AED only</b>	This package contains one pair of child/infant defibrilla	EA	\$83.31	7
DDP-2002C	Lifesavers, Inc	Defibtech		47537	Pediatric Pads - 10 or More Pairs - <b>Lifeline View AED only</b>	This package contains one pair of child/infant defibrilla	EA	\$78.40	7
DCF-200	Lifesavers, Inc	Defibtech		47537	5 year Battery Pack 9V lithium Battery - <b>Lifeline AED only</b>	This replacement battery pack has a standby life (insta	EA	\$132.76	2
DCF-210	Lifesavers, Inc	Defibtech		47537	7 year Battery Pack 9V lithium Battery - <b>Lifeline AED only</b>	This replacement battery pack has a standby life (insta	EA	\$173.00	2
DAC-410	Lifesavers, Inc	Defibtech		47537	9V Litium Battery - <b>Lifeline AED only</b>	The Lithium 9-volt battery is used to power the Active S	EA	\$8.99	2
DCF-2003	Lifesavers, Inc	Defibtech		47537	4 year Battery Pack - <b>Lifeline View AED only</b>	This replacement battery pack has a standby life (insta	EA	\$144.00	7
DDC-6	Lifesavers, Inc	Defibtech		47537	Medium Capacity Data Card - Lifeline AED / Lifeline View AED	The DDC-6-AA Data Card provides up to 6 hours of E	EA	\$60.39	2
DDC50AE	Lifesavers, Inc	Defibtech		47537	Medium Capacity Data Card - Lifeline AED / Lifeline View AED	The DDC-50AE-AA provides up to 50 minutes of even	EA	\$60.39	7
DAC-610	Lifesavers, Inc	Defibtech		47537	Defibview Software	Free Download at Defibtech.com	EA	\$0.00	1
DDC-CR	Lifesavers, Inc	Defibtech		47537	Data Card Reader - Lifeline AED or Lifeline View AED	This Card reader plugs into the USB port of any windo	EA	\$37.62	2
DAC-200	Lifesavers, Inc	Defibtech		47537	Soft Carrying Case	The carrying case is designed to hold a lifeline AED, E	EA	\$66.33	2
DAC-2100	Lifesavers, Inc	Defibtech		47537	Soft Carrying Case - <b>Lifeline View AED only</b>	This carrying case is designed to hold a Lifeline VIEW	EA	\$66.33	7
HC-200	Lifesavers, Inc	Defibtech		47537	Standard Hard Carrying Case - Black	This case is made of tough high impact ABS plastic. T	EA	\$131.67	2
HC-205	Lifesavers, Inc	Defibtech		47537	Standard Hard Carrying Case - Yellow	This case is made of tough high impact ABS plastic. T	EA	\$131.67	2
HC-5000	Lifesavers, Inc	Defibtech		47537	Hard Carrying Case - <b>Lifeline View AED only</b>	This case is made of tough high impact ABS plastic. T	EA	\$131.67	7
DSG-300	Lifesavers, Inc	Defibtech		47537	Wall Mount Cabinet	This cabinet allows a Lifeline AED to be mounted on a	EA	\$93.06	2
DSG-300A	Lifesavers, Inc	Defibtech		47537	Wall Mount Cabinet with Alarm	This cabinet allows a Lifeline AED to be mounted on a	EA	\$131.67	2
DSG-300S	Lifesavers, Inc	Defibtech		47537	Wall Mount Cabinet with Alarm & Strobe	This cabinet allows a Lifeline AED to be mounted on a	EA	\$189.09	2
DB-100	Lifesavers, Inc	Defibtech		47537	Wall Mount Bracket	This bracket is made of black metal designed to be m	EA	\$39.60	2
DS-100	Lifesavers, Inc	Defibtech		47537	Three-way wall sign	AED 3 way wall sign for placement near your lifeline A	EA	\$11.88	2
DS-200	Lifesavers, Inc	Defibtech		47537	Two-way wall sign	AED 2 Way wall sign for placement near your lifeline A	EA	\$11.88	2
DEC-200	Lifesavers, Inc	Defibtech		47537	Vehicle Decal	Let others know that there is an AED in your vehicle. T	EA	\$1.45	2
DEC-100	Lifesavers, Inc	Defibtech		47537	Facility Decal	Let others know there is an AED on site. This high qua	EA	\$1.45	2
TAG-100	Lifesavers, Inc	Defibtech		47537	Inspection Tag	Stay on track with your AED maintenance schedule by	EA	\$0.80	2
DCF-350T	Lifesavers, Inc	Defibtech		47537	Standalone Trainer	The Standalone AED Trainer can be used to instruct s	EA	\$331.65	2
DAC-200T	Lifesavers, Inc	Defibtech		47537	Soft Carrying Case For Trainer	This carrying case matches the color of the Trainer AE	EA	\$64.35	2
DDP-101T	Lifesavers, Inc	Defibtech		47537	Adult training Pad Package (1set)	This training pad package includes one set of training	EA	\$27.75	2
DDP-105T	Lifesavers, Inc	Defibtech		47537	Adult Replacement Training Pad Package (5 sets)	These replacement training pads can be used to repla	EA	\$27.75	2
DDP-201T	Lifesavers, Inc	Defibtech		47537	Pediatric Training Pad Package (1set)	This training pad package includes one set of training	EA	\$27.75	2
DDP-205T	Lifesavers, Inc	Defibtech		47537	Pediatric Replacement Training Pad Package (5 Sets)	These replacement training pads can be used to repla	EA	\$27.75	2
DBP-RC2	Lifesavers, Inc	Defibtech		47537	Training Battery Pack	This is a replacement training battery pack for packs	EA	\$48.00	2
DTR-201	Lifesavers, Inc	Defibtech		47537	Training Battery Pack Charger	This 110V/60HZ wall charger with a standard US plug	EA	\$147.00	2
DTR-400	Lifesavers, Inc	Defibtech		47537	Training Remote Control	This remote control can be used to control up to four s	EA	\$48.00	2
DAC-520	Lifesavers, Inc	Defibtech		47537	In-Service Training Video	N/A	EA	\$9.00	2

**EXTENSION OF ANNUAL CONTRACT**

**Commodity Item:** Defibtech AEDs and Accessories

**Contractor:** Lifesavers Inc.

**Contract Period Extended To:** 12/31/2020

**Extension Clause:** The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

**Agreement to Extend Contract:**

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract # MA 1112120000000000142 until December 31<sup>st</sup>, 2020 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor: *Lifesavers Inc*

By: *Robert Stickel Robert Stickel*

E-mail Address: *bob@lifesaversinc.com*

Date: *12-18-2019*

Dollar value the State has spent on this contract from 12/31/2018 to present:

*\$ 186,209.71*

## 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.

<b>Requesting Department's Contract Administrator:</b>	Jonathan Sam Hurley	<b>Office/Division/Program of Contract Administrator:</b>	Maine EMS
<b>Est. Contract Amount:</b>	\$ N/A	<b>Contract or RQS Number:</b>	MA 18P 111212*142
<b>Proposed Start Date:</b>	1/1/20	<b>Proposed End Date:</b>	12/31/20
<b>Vendor/Provider Name, City, State:</b>		LifeSavers INC 39 Plymouth Street Fairfield, NJ 07004 VC: VC1000054153	
<b>Short Description of Good or Service:</b>		AED purchasing agreement at discounted cost	
<p>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.</p>		<p><b>To be completed by the Division of Procurement Services</b> Posting dates on Division of <b>Procurement Services</b> website: From: <u>12/6/2019</u> To: <u>12/12/2019</u></p>	
<b>Notice of Intent to Waive Competitive Bidding Number:</b>		NOI# 1220191994	
<p><b>1. Statutory Justification</b> 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.</p>			
<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"/>	<p><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></p>	<p><i>By signing below, I signify as the Governor's designee there is an emergency that necessitates this non-competitive procurement.</i></p> <p><b>Signature:</b></p>	
<input type="checkbox"/>		<b>Printed Name:</b>	<b>Date:</b>
<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;		

## State of Maine Waiver of Competitive Bidding Request Form

	D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;
	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: <ol style="list-style-type: none"> <li>(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;</li> <li>(2) A sharing of project responsibilities and, when appropriate, costs;</li> </ol> <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: <a href="http://www.maine.gov/purchases/info/forms/qovcoop.doc">http://www.maine.gov/purchases/info/forms/qovcoop.doc</a>.</i></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.
	If a different authorization specifically allows for this non-competitive procurement, please provide that reference here:
<b>Please note that the following four points below (#2 through 5) <u>all</u> require a response.</b>	
<b>2. Description of Specific Need</b>	
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.	
<p><b>Automated External Defibrillators (AEDs) are critical in the situation of an out-of-hospital cardiac arrest. Early chest compressions and defibrillation are readily associated with increased survivability of these types of events and so access to quality AEDs throughout the state is vital for promoting survival rates. This agreement will allow municipalities, political subdivisions, and schools the ability to acquire AEDs for a discounted price.</b></p>	

## 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.

There are currently no publicly held resources that manufacture or sell AEDs.

### 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**.

Discounted pricing per item was negotiated previously with the vendor.

### 5. Future Competition

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

Maine EMS anticipates submitting a Request for Proposals during calendar year 2020 for additional vendors to be able to compete for this reduced pricing contract.

**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.

There are a limited number of vendors for AED products. Additionally, the State of Maine, municipalities, political subdivisions, and schools have used LifeSavers to specifically purchase Lifeline AEDs. This further reduces the number of companies that can provide these specific AEDs and accompanying supplies because they are manufacturer specific. If certain supplies cannot be acquired to outfit these AEDs, organizations within Maine Government may be forced to replace all of their AEDs.



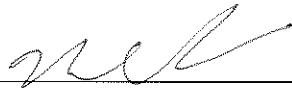
## State of Maine Waiver of Competitive Bidding Request Form

**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.

**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:**

Michael J. Sauschuck

**Date:**

12-5-19