

MA 18P 11090700000000000058  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 10/01/11

**Expiration Date:** 09/30/25

**Master Agreement Description:** Water Test Kits and Supplies

**Buyer Information**

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

**Issuer Information**

Samantha Blanche 207-287-1701 ext. Samantha.Blanche@Maine.gov

**Requestor Information**

Samantha Blanche 207-287-1701 ext. Samantha.Blanche@Maine.gov

**Agreement Reporting Categories**

**Reason For Modification:** Extension through 9/30/2025 with the same prices, terms, and conditions. Added one new product.

**Authorized Departments**

06A ENVIRONMENTAL PROTECTION  
10A DEPT OF HUMAN SERVICES

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC1000037190

**Vendor Name**

IDEXX LABORATORIES INC

**Alias/DBA**

DBA IDEXX DISTRIBUTION CORP

**Vendor Address Information**

ONE IDEXX DRIVE

WESTBROOK, ME 04092

US

**Vendor Contact Information**

Jennifer Novicki  
800-321-0207 ext.  
water@idexx.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** IDEXX LABORATORIES INC

**Commodity Line #:** 1

**Commodity Code:** 88595

**Commodity Description:** Annual Contract for Water Test Kits

**Commodity Specifications:** Idexx brand

**Commodity Extended Description:** As per attached contract terms and conditions.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
	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>	
water test kits	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>
	10/01/11	09/30/25

**Commodity Terms and Conditions**

**Vendor Line #:** 1

**Commodity Line #:** 1

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:** Net 30

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
*David Morris* 9/24/2024  
2A644AE5681E482

---

Signature Date

David Morris, Acting Chief Procurement Officer

Vendor

DocuSigned by:  
*Chun-Ming Chen* 9/24/2024  
A51E4A524ABB4A4...

---

Signature Date

Chun-Ming Chen Vice President and General Manager, Water Business

Print Representative Name and Title

## **Contract Terms and Conditions “Water Test Kits and Supplies”**

**COMMODITY:** Water Test Kit Supplies

**SCOPE:** To furnish the normal requirements to cover the quantities ordered by the State of Maine, Department of Health and Human Services, Health and Environmental Testing Laboratory.

**CONTRACT PERIOD:** This contract is to be for a period of one year beginning at the time of award.

**ESTIMATED VALUE:** The estimated annual dollar value of this contract is approximately \$55,000. Contract items will be ordered on an “as needed” basis. It is understood and agreed, however, that the contract shall cover all the quantities ordered under this contract, by the Health and Environmental Testing Laboratory, whether more or less than the estimated amounts indicated.

**CONTRACT PRICES:** Prices shall remain firm for the duration of the contract. Prices must include all transaction charges F.O.B. destination.

**PRICING EXCEL SPREADSHEET:** Please complete the attached Excel spreadsheet and attach to your response. Fill out only the columns with headings highlighted in yellow.

**ORDERING PROCEDURE:** Delivery Orders (DO) will be created in AdvantageME for all orders against Master Agreements (MA), unless the State of Maine Procurement Card is used for payment. Orders in the amount of \$5,000.00 or less will be e-mailed by the using agency to the Vendor as a .pdf file. Delivery Orders in amounts greater than \$5,000.00 will workflow to the Division of Purchases’ Buyers for approval and encumbrance. The Division of Purchases will e-mail the .pdf order to the Vendor.

**PROCUREMENT CARD:** State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other contractor compensation will be allowed. The State of Maine reserves the right to cancel this contract if is unwilling to accept this condition.

**DELIVERY:** Contractor will be responsible for delivery of materials in first-class condition at the point of delivery, and in accordance to good commercial practice. All deliveries will be delivered to the stated destination in a timely manner.

**INVOICES:** Invoice must reference the Delivery Order number and Contract number. Failure to do so could cause lengthy delay of payment of invoices.

**TAXES:** The State is exempt from the payment of federal excise taxes and state sales taxes. Exemption certificates may be furnished upon request from the Division of Purchases.

**REPORT OF PURCHASES:** Contractor will be required to furnish the Director of Purchases with a detailed summary of total Purchases made under this contract. This summary may be requested annually or at any time during the contract period and will be required for any extension of the contract.

**EXTENSION OF CONTRACT:** The Director of Purchases may, with the consent of the contractor, extend the contract for one (1) additional one year period, providing pricing and the terms of the contract are in the best interest of the State.

**CANCELLATION:** The Director of the Division of Purchases reserves the right to cancel this contract upon a thirty (30) day written notice, or to cancel this contract immediately if the contractor fails to conform to the terms and conditions of this contract.

**QUESTIONS & ANSWERS:**

If you have a question regarding this RFQ, you must submit your questions thru the Question and Answer link on the Solicitation Details View page. Your answer will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted there. Questions and Answers obtained any other way will not be valid for this RFQ.

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
VC1000037190	98-05760-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WHPC-25 HPC, SIMPLATE UNIT DOSE 1.5	n/a	EA	\$113.80	7
VC1000037190	98-06160-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WV120-200 120ML VESSEL 200-PACK	n/a	EA	\$122.94	7
VC1000037190	98-08877-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WP200I-18 GAMMA IRAD COLILERT-18 200PA	n/a	EA	\$661.01	7
VC1000037190	98-09223-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WV150SBST-200, VESSELS W/SB AND ST, 200	n/a	EA	\$129.76	7
VC1000037190	98-09227-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WQT2KC, PRE-DISP. QT 2000 COMPARATOR	n/a	EA	\$27.16	7
VC1000037190	98-09409-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WDPD10TD, TOTAL CI, 5 OR 10ML, 200 W/DISP	n/a	EA	\$35.73	7
VC1000037190	98-09411-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WDPD10TR-2 TOTAL CI, 5 OR 10ML, 2X200T	n/a	EA	\$42.43	7
VC1000037190	98-11682-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WP104 COLI P/A COMPARATOR	n/a	EA	\$14.22	7
VC1000037190	98-12972-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WP020I GAMMA IRRAD COLILERT 100ML 20P	n/a	EA	\$137.33	7
VC1000037190	98-12973-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WP200I GAMMA IRRAD COLILERT 100ML 200P	n/a	EA	\$611.89	7
VC1000037190	98-13174-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WCLS200I COLISURE 200T IRRADIATED	n/a	EA	\$661.01	7
VC1000037190	98-14269-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WV290SB-100, 290 ML VESSEL W/O NA, 100P	n/a	EA	\$196.59	7
VC1000037190	98-18076-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WPSE020I GAMMA IR PSEUDALERT 100ML 2C	n/a	EA	\$164.14	7
VC1000037190	98-18078-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WPSE200I GAMMA IR PSEUDALERT 100ML 2C	n/a	EA	\$741.40	7
VC1000037190	98-20960-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WL161, 6 WATT UV TUBE 9	n/a	EA	\$38.80	7
VC1000037190	98-21374-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WENT020 ENTEROLERT 100ML 20-PACK	n/a	EA	\$164.14	7
VC1000037190	98-21375-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WENT200 ENTEROLERT 100ML 200-PACK	n/a	EA	\$733.58	7
VC1000037190	98-21675-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100	n/a	EA	\$130.90	7
VC1000037190	98-21904-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WAFDB ANTI-FOAM DROPPER BOTTLE	n/a	EA	\$20.70	7
VC1000037190	98-27163-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WP100I IRRADIATED COLILERT 100ML 100PK	n/a	EA	\$367.35	7
VC1000037190	98-27164-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WP100I-18IRRADIATEDCOLILERT-18 100PK	n/a	EA	\$412.02	7
VC1000037190	98-27709-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WCLS100IGAMMA IRAD COLISURE100ML100	n/a	EA	\$412.02	7
VC1000037190	98-29000-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WQC-TCEC IDEXX-QC COLIFORM AND E. CC	n/a	EA	\$199.68	7
VC1000037190	98-29001-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WQC-FC IDEXX-QC FECAL COLIFORM	n/a	EA	\$146.36	7
VC1000037190	98-29002-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WQC-ENT IDEXX-QC ENTEROCOCCI	n/a	EA	\$199.68	7
VC1000037190	98-29004-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WQC-PSE IDEXX-QC PSEUDOMONAS	n/a	EA	\$199.68	7
VC1000037190	98-29006-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WQC-HPC IDEXX-QC HPC/TVC	n/a	EA	\$63.86	7
VC1000037190	99-19156	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	ENTEROLERT/QTRAY2K COMBO 20PK	n/a	EA	\$193.17	7
VC1000037190	99-27054	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	PSEUDALERT 20 PACK COMBO PACK 2K	n/a	EA	\$193.17	7
VC1000037190	99-27058	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	COLILERT 100-PACK COMBO PACK 2K	n/a	EA	\$494.64	7
VC1000037190	99-27060	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	COLILERT-18 100-PACK COMBO PACK 2K	n/a	EA	\$539.31	7
VC1000037190	99-27062	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	COLISURE 100-PACK COMBO PACK 2K	n/a	EA	\$539.31	7
VC1000037190	99-27072	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	COLILERT 200-PACK COMBO PACK 2K	n/a	EA	\$865.35	7
VC1000037190	99-27074	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	COLILERT-18 200-PACK COMBO PACK 2K	n/a	EA	\$913.35	7
VC1000037190	99-27076	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	COLISURE 200-PACK COMBO PACK 2K	n/a	EA	\$913.35	7
VC1000037190	99-27078	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	ENTEROLERT 200-PACK COMBO PACK 2K	n/a	EA	\$987.04	7
VC1000037190	99-27080	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	PSEUDALERT 200-PACK COMBO PACK 2K	n/a	EA	\$987.04	7
VC1000037190	7326908630	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WVR20 VESSEL RACK SEALER PLUS, WQTS	n/a	EA	\$65.81	7
VC1000037190	98-09444-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WSW-10 STERILE WATER (10 PK)	n/a	EA	\$66.00	7



ISO 9001:2008 CERTIFIED

August 28, 2015

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the *sole supplier* of the following products to the Water Market:

<b>Product</b>	<b>Sole Manufacturer</b>	<b>Sole Supplier in US Water Testing Market</b>
Colilert* reagent	Yes	Yes
Colilert* Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
IDEXX Vessel	Yes	Yes
Quanti-Tray* Sealer	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert* Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC		Yes
Colilert* Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
Filta-Max* Automatic Wash Station	Yes	Yes

Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc. because our shipping location moved from Westbrook, Maine to Memphis, Tennessee.

I hope this information is of assistance. If you have any questions, please call Bill Dungey at 1-800-321-0207 ext. 63370.

Sincerely,

William M. Dungey  
Senior Environmental Account Manager

\*Colilert, Colilert-18, Colisure, Enterolert, Quanti-Tray, SimPlate, IDEXX-QC and Filta-Max are trademarks or registered trademarks of IDEXX Laboratories, Inc. or its affiliates in the United States and/or other countries.



ISO 9001:2008 CERTIFIED

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the *sole supplier* of the following products to the Water Market:

<b>Product</b>	<b>Sole Manufacturer</b>	<b>Sole Supplier in US Water Testing Market</b>
Colilert* reagent	Yes	Yes
Colilert* Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
IDEXX Vessel	Yes	Yes
Quanti-Tray* Sealer	Yes	Yes
Quanti-Tray* Sealer Plus	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert* Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC		Yes
Colilert* Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
Filta-Max* Automatic Wash Station	Yes	Yes
Legiolert* reagent and trays	Yes	Yes

Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc. because our shipping location moved from Westbrook, Maine to Memphis, Tennessee.

I hope this information is of assistance. If you have any questions, please call Bill Dungey at 1-800-321-0207 ext. 63370.

Sincerely,

**William M. Dungey**  
**Senior Environmental Account Manager**

\*Colilert, Colilert-18, Colisure, Enterolert, Quanti-Tray, SimPlate, IDEXX-QC and Filta-Max are trademarks or registered trademarks of IDEXX Laboratories, Inc. or its affiliates in the United States and/or other countries.

- 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 “Office” shall refer to the State of Maine Office of State Procurement Services.
  - 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 Office, 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 Office 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 Office 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 Office 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 Office.

**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 Office, 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 Office'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 Office'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 Office. 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 Office, 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 Office 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 Office 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 of work shall be made unless specified by the Office.

**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 any errors or 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 Office.

**9. ALTERATIONS:** The Office reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, 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 Office 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 on account 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 Office terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), the Office may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Office deems appropriate, and Contractor shall be liable to the Office 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 Office 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 Office 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 Office'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 Office 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 Office 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 Office.

**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.

**22. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

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

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

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



# FY QUOTE

Number / Date  
20258887 / 08/03/2023

**Ship to Address**

DHHS AUGUSTA - HEALTH AND ENVIRONMENTAL TESTING LAB  
47 INDEPENDENCE DR  
AUGUSTA ME 04333  
UNITED STATES  
UNITED STATES

**Sold to Address**

DHHS AUGUSTA - STATE STREET - HET  
12 STATE HOUSE STATION  
221 STATE STREET  
AUGUSTA ME 04333  
UNITED STATES  
UNITED STATES

Bill-to Customer 16024

Net weight : 104.684

Pricing valid until 9/30/24

Material ID Commodity/COO	Description Batch	Exp.Date	Quantity Backorder item	UnitPrice	Total Value
98-05760-01 3822190080/US	WHPC-25 HPC, SIMPLATE UNIT DOSE 1.5		1	113.80	113.80
98-06160-00 3926909910/CN	WV120-200 120ML VESSEL 200-PACK		1	122.94	122.94
98-08877-00 3822190080/US	WP200I-18 GAMMA IRAD COLILERT-18 200PACK		1	661.01	661.01
98-09223-00 3926909910/CN	WV150SBST-200, VESSELS W/SB AND ST, 200PK		1	129.76	129.76
98-09227-00 3822190080/US	WQT2KC, PRE-DISP.QT 2000 COMPARATOR		1	27.16	27.16
98-09409-01 3822190030/US	WDPD10TD, TOTAL CI, 5 OR 10ML, 200 W/DISPEN		1	35.73	35.73
98-09411-01 3822190030/US	WDPD10TR-2 TOTAL CI, 5 OR 10ML, 2X200T		1	42.43	42.43
98-11682-00 3822190080/US	WP104 COLI P/A COMPARATOR		1	14.22	14.22
98-12972-00 3822190080/US	WP020I GAMMA IRRAD COLILERT 100ML 20PK		1	137.33	137.33
98-12973-00 3822190080/US	WP200I GAMMA IRRAD COLILERT 100ML 200PK		1	611.89	611.89

**All local taxes at customer charge**



Date  
08/03/2023

Number  
20258887

<i>Material ID Commodity/COO</i>	<i>Description Batch</i>	<i>Exp.Date</i>	<i>Quantity Backorder item</i>	<i>UnitPrice</i>	<i>Total Value</i>
98-13174-00 3822190080/US	WCLS200I COLISURE 200T IRRADIATED		1	661.01	661.01
98-14269-00 3926909910/CN	WV290SB-100, 290 ML VESSEL W/O NA, 100PK		1	196.59	196.59
98-18076-00 3822190080/US	WPSE020I GAMMA IR PSEUDALERT 100ML 20PK		1	164.14	164.14
98-18078-00 3822190080/US	WPSE200I GAMMA IR PSEUDALERT 100ML 200PK		1	741.40	741.40
98-20960-01 8539490080/US	WL161, 6 WATT UV TUBE 9		1	38.80	38.80
98-21374-00 3822190080/US	WENT020 ENTEROLERT 100ML 20-PACK		1	164.14	164.14
98-21375-00 3822190080/US	WENT200 ENTEROLERT 100ML 200-PACK		1	733.58	733.58
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX		1	130.90	130.90
98-21904-00 3402505100/US	WAFDB ANTI-FOAM DROPPER BOTTLE		1	20.70	20.70
98-27163-00 3822190080/US	WP100I IRRADIATED COLILERT 100ML 100PK		1	367.35	367.35
98-27164-00 3822190080/US	WP100I-18IRRADIATEDCOLILERT-18 100PK		1	412.02	412.02
98-27709-00 3822190080/US	WCLS100IGAMMA IRAD COLISURE100ML100 PACK		1	412.02	412.02
98-29000-01 3822190080/US	WQC-TCEC IDEXX-QC_COLIFORM AND E. COLI		1	199.68	199.68
98-29001-01 3822190080/US	WQC-FC IDEXX-QC_FECAL COLIFORM		1	146.36	146.36
98-29002-01 3822190080/US	WQC-ENT IDEXX-QC_ENTEROCOCCI		1	199.68	199.68
98-29004-01 3822190080/US	WQC-PSE IDEXX-QC_PSEUDOMONAS		1	199.68	199.68
98-29006-01 3822190080/US	WQC-HPC IDEXX-QC_HPC/TVC		1	63.86	63.86
99-19156 3822190080/US	ENTEROLERT/QTRAY2K COMBO 20PK		1	193.17	193.17
98-21374-00 3822190080/US	WENT020 ENTEROLERT 100ML 20-PACK		1		
98-14854-00 3926909910/US	WQT2K-20 QUANTI-TRAY 2000 DISP. 20/BOX		1		
99-27054 3822190080/US	PSEUDALERT 20 PACK COMBO PACK 2K		1	193.17	193.17
98-18076-00 3822190080/US	WPSE020I GAMMA IR PSEUDALERT 100ML 20PK		1		

**All local taxes at customer charge**



Date  
08/03/2023

Number  
20258887

<i>Material ID</i> <i>Commodity/COO</i>	<i>Description</i> <i>Batch</i>	<i>Exp.Date</i>	<i>Quantity</i> <i>Backorder item</i>	<i>UnitPrice</i>	<i>Total Value</i>
98-14854-00 3926909910/US	WQT2K-20 QUANTI-TRAY 2000 DISP. 20/BOX		1		
99-27058	COLILERT 100-PACK COMBO PACK 2K		1	494.64	494.64
98-27163-00 3822190080/US	WP100I IRRADIATED COLILERT 100ML 100PK		1		
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX		1		
99-27060	COLILERT-18 100-PACK COMBO PACK 2K		1	539.31	539.31
98-27164-00 3822190080/US	WP100I-18IRRADIATEDCOLILERT-18 100PK		1		
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX		1		
99-27062	COLISURE 100-PACK COMBO PACK 2K		1	539.31	539.31
98-27709-00 3822190080/US	WCLS100IGAMMA IRAD COLISURE100ML100 PACK		1		
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX		1		
99-27072	COLILERT 200-PACK COMBO PACK 2K		1	865.35	865.35
98-12973-00 3822190080/US	WP200I GAMMA IRRAD COLILERT 100ML 200PK		1		
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX		2		
99-27074	COLILERT-18 200-PACK COMBO PACK 2K		1	913.35	913.35
98-08877-00 3822190080/US	WP200I-18 GAMMA IRAD COLILERT-18 200PACK		1		
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX		2		
99-27076	COLISURE 200-PACK COMBO PACK 2K		1	913.35	913.35
98-13174-00 3822190080/US	WCLS200I COLISURE 200T IRRADIATED		1		
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX		2		
99-27078	ENTEROLERT 200-PACK COMBO PACK 2K		1	987.04	987.04
98-21375-00 3822190080/US	WENT200 ENTEROLERT 100ML 200-PACK		1		
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX		2		
99-27080	PSEUDALERT 200-PACK COMBO PACK 2K		1	987.04	987.04
98-18078-00 3822190080/US	WPSE200I GAMMA IR PSEUDALERT 100ML 200PK		1		
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX		2		

**All local taxes at customer charge**



**Date**  
08/03/2023

**Number**  
20258887

<i>Material ID</i>	<i>Description</i>	<i>Quantity</i>	<i>UnitPrice</i>	<i>Total Value</i>
<i>Commodity/COO</i>	<i>Batch</i>	<i>Exp.Date</i>	<i>Backorder item</i>	
98-20745-00	WVR20 VESSEL RACK	1	65.81	65.81
7326908630/US				
98-0002570-00	SEALER PLUS, WQTSPLUS	1	4,650.00	4,650.00
8422309187/US				
<b>Items Total</b>				<b>18,089.72</b>
<b>Total Amount</b>			<b>USD</b>	<b>18,089.72</b>
				<b>=====</b>

**All local taxes at customer charge**



**Quote Number**

00269899

Date of Offer 11/18/2024  
Expiration

Created Date 9/19/2024

Ship To Account 0000016024  
Ship To Name DHHS AUGUSTA - STATE STREET - HETL 12  
STATE HOUSE STATION

Bill To Account 0000016024  
Bill To Name DHHS AUGUSTA - STATE STREET - HETL 12  
STATE HOUSE STATION

Ship To 221 STATE STREET  
AUGUSTA, Maine 04333  
United States

Bill To 221 STATE STREET  
AUGUSTA, Maine 04333  
United States

Additional Notes To be added to contract #MA 18P 110907\*0058

Material Number	Line Description	Quantity	Customer Price	Total Price
98-09444-01	WSW-10 STERILE WATER (10 PK)	1.00	66.00	USD 66.00

Subtotal USD 66.00  
Freight Charges USD 0.00  
Tax USD 0.00  
Grand Total USD 66.00

To place an order, please contact Customer Service at 1-800-321-0207 or email [water@idexx.com](mailto:water@idexx.com) . Online ordering is also available at [order.idexx.com](http://order.idexx.com).

One IDEXX Drive Westbrook, ME 04092  
**All local taxes at customer charge**

**Certificate Of Completion**

Envelope Id: A4214698DF3A4B58AB9296B06A2515E9	Status: Completed
Subject: Complete with DocuSign: Master Agreement Contract.pdf	
Source Envelope:	
Document Pages: 18	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Justin Franzose
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Justin.Franzose@maine.gov
	IP Address: 66.66.228.90

**Record Tracking**

Status: Original 9/23/2024 10:00:05 AM	Holder: Justin Franzose Justin.Franzose@maine.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: State of Maine - Office of Information Technology	Location: DocuSign

**Signer Events**

Chun-Ming Chen  
ChunMing-Chen@idexx.com  
Vice President and General Manager, Water Business  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*Chun-Ming Chen*  
A51E4A524ABB4A4...  
Signature Adoption: Pre-selected Style  
Using IP Address: 107.77.213.215  
Signed using mobile

**Timestamp**

Sent: 9/24/2024 7:01:29 AM  
Viewed: 9/24/2024 9:35:00 AM  
Signed: 9/24/2024 9:35:12 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/24/2024 9:35:00 AM  
ID: 798bf827-dbef-4ea9-8abf-74c076d7ee1c

David Morris  
David.Morris@maine.gov  
Acting Chief Procurement Officer  
State of Maine - Office of Information Technology  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*David Morris*  
2A644AF5681F482...  
Signature Adoption: Pre-selected Style  
Using IP Address: 198.182.163.113

Sent: 9/24/2024 9:35:13 AM  
Viewed: 9/24/2024 11:20:55 AM  
Signed: 9/24/2024 11:21:24 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Chun-Ming Chen  
wlpdsalesupportna@idexx.com  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 9/24/2024 7:01:31 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/24/2024 7:00:47 AM  
ID: a3307744-eb72-46b5-9e73-c7136a637564

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
-----------------------	------------------	------------------

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	9/23/2024 10:03:14 AM
Certified Delivered	Security Checked	9/24/2024 11:20:55 AM
Signing Complete	Security Checked	9/24/2024 11:21:24 AM
Completed	Security Checked	9/24/2024 11:21:24 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
---

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO Maine Office of Information Technology (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO Maine Office of Information Technology:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kendra.l.coates@maine.gov](mailto:kendra.l.coates@maine.gov)

**To advise Carahsoft OBO Maine Office of Information Technology of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kendra.l.coates@maine.gov](mailto:kendra.l.coates@maine.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Carahsoft OBO Maine Office of Information Technology**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kendra.l.coates@maine.gov](mailto:kendra.l.coates@maine.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO Maine Office of Information Technology**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [kendra.l.coates@maine.gov](mailto:kendra.l.coates@maine.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Maine Office of Information Technology as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Maine Office of Information Technology during the course of your relationship with Carahsoft OBO Maine Office of Information Technology.