

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 06/01/15**Expiration Date:** 05/31/20**Master Agreement Description:** Hazardous Incident Response Equipment-TruNarc**Buyer Information**

Donny Crockett

207-624-7336 **ext.**

Donny.Crockett@maine.gov

Issuer Information

SANDRA MACKIN

207-941-4737 **ext.**

sandra.mackin@maine.gov

Requestor Information

Roy E McKinney

207-626-3852 **ext.**

Roy.E.McKinney@maine.gov

Authorized Departments

16A PUBLIC SAFETY

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

VS0000006568

Vendor Name

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS

Alias/DBA**Vendor Address Information**

2 RADCLIFF ROAD

TEWKSBURY, MA 01876

US

Vendor Contact Information

Irene Skutul

800-875-1578 **ext.** 210365

Irene.skutul@thermofisher.com

Commodity Information

Vendor Line #: 1

Vendor Name: THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS

Commodity Line #: 1

Commodity Code: 49000

Commodity Description: Hazardous Incident Response Equipment-TruNarc

Commodity Specifications: TruNarc Kit, Training, and Warranty. HIRE Contract #PC66822

Commodity Extended Description: Order by DO in Advantage, see attached catalog file for pricing.

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 Trunarc	Discount 0.0000 %	
	Discount Start Date 06/01/15	Discount End Date 05/31/20

Commodity Information

Vendor Line #: 1

Vendor Name: THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS

Commodity Line #: 2

Commodity Code: 49000

Commodity Description: Hazardous Incident Response Equipment-TruNarc

Commodity Specifications: This line is for discounted and non catalog items only!

Commodity Extended Description: Order by DO in Advantage, see attached catalog file for pricing.

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days	Free on Board	
Contract Amount \$0.00	Service Start Date 06/01/15	Service End Date 05/31/20
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30



Participating Addendum
Hazardous Incident Response Equipment (HIRE)
Award #22872

Participation in the HIRE Contract

This Participating Addendum form is supplied on the HIRE contract website for use by other states interested in participating in the contract.

States requiring the addition of significant terms and conditions to those already accepted by the contractors should attach them to the Participating Addendum and submit to each contractor they wish to purchase from their review, approval and signature. If no additional terms are needed Participating States should have the Participating Addendum signed by the contractor(s) under the resulting Contract Number (i.e. PCxxxxx) and forward a copy of the signed agreement to the NYS OGS Contract Administrator at: melissa.gretten@ogs.ny.gov

The following is a listing of current Participating States as of October 19, 2015:

Table with 4 columns: State, Contact Person Name, Contact Phone No., Email. Rows include Alaska, Arkansas, California, Connecticut, Delaware, Massachusetts, Virginia, Vermont, Maine, and South Dakota.

Participating Addendum Agreement

HIRE Award No. 22872

PURPOSE

The purpose of this Agreement is to provide other States with the opportunity to participate in the NYS OGS HIRE contracts. The Participating Addendum identifies the interested parties who intend to order from each contract.

I. EFFECTIVE DATES OF THIS INTENT TO CONTRACT

This agreement shall remain in effect until the term of the contract, stated within the Contract Award Notification Document, has ended or has been terminated for cause.

II. SCOPE OF THE CONTRACT

The State of New York is authorized by agreement of the participants to act as the Lead State in this Contract to provide Authorized Users, (including other participating States) with a means of acquiring various types of Hazardous Incident Response Equipment as per, but not limited to, the Department of Homeland Security (DHS) Authorized Equipment List (AEL). Products provided within the contract must be within the general scope of a specific AEL category. Submissions for any equipment not specifically listed in the DHS Authorized Equipment List categories will be evaluated on a case by case basis as to eligibility for inclusion on the NYS HIRE contract. OGS reserves the right to exclude any item(s) deemed to be out of scope of the Contract.

Multiple Contracts were awarded to responsive and responsible Bidders who are able to meet the terms and conditions of the IFB, and whose product offerings met the scope of the IFB.

III. GOVERNING LAW

This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state of New York (the state sponsoring and administering the procurement). The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

ENTITY PARTICIPATION (outside NYS): Use of this cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

IV. ADMINISTRATIVE AND REPORTING REQUIREMENTS

Contractor shall furnish a report of purchases made from the awarded contract on the fifteenth day of the month following the end of each six month period. For example, sales for January thru June would due by July 15th (a contract start date of June 1st would require sales reports for June 1st thru November 30th be submitted no later than December 15th).

Reports of New York State sales and total contract sales including other state purchases are to be submitted to OGS NYS Procurement (NYSPRO), to the attention of the Contract Administrator, as shown on the front page of the Contract Award Notification document. The report must be completed in its entirety. NYSPRO reserves the right to request additional information if needed.

Participating State reports should be submitted to the participating state as required by the State.

Administrative Fee:

An administrative fee of one-half of one percent (0.5%) will be collected from each contractor for purchases under the contract.

V. **TERM OF THE CONTRACT**

The contract will be established for five (5) years.

VI. **PARTIES TO THIS AGREEMENT**

The parties to this Agreement have affixed their signatures below in witness and in execution of this Participating Addendum, this 5TH day of February, 2016.

Printed Name and Title (Participating State)

MARK LUTTE, DIRECTOR, MAINE DIVISION OF PURCHASES

Signature



State

MAINE

Printed Name and Title (Participating HIRE Contractor)

Jason Wagstaff

Signature

Jason P Wagstaff

Digitally signed by Jason P Wagstaff
DN: c=US, o=IdenTrust ACES Business Representative, ou=THERMO SCIENTIFIC
PORTABLE ANALYTICAL INSTRUMENTS INC, cn=Jason P Wagstaff,
e=jason.p.wagstaff@thermo.com, o=Thermo Scientific, ou=Thermo Scientific,
Date: 2016.02.05 11:33:15 -0500

HIRE Contractor

Thermo Scientific Portable Analytical Instruments Inc.

Participating State information- Please provide the following information for your state:

Participating State	State of Maine
Contact Name	Donny Crockett
Phone Number	207-624-7336
Fax Number	207-287-6578
Email	Donny.Crockett@Maine.Gov
Mailing Address	9 State House Sta. Augusta, ME 04333-0009
HIRE Contract Number	PC66822
HIRE Contractor Name	Thermo Scientific PAI, Inc.
Additional Terms/Conditions (Yes/No) If yes, please attach	
Date	2/5/16

Please send the completed form to:

Melissa Gretten
NYS Office of General Services
Procurement Services
38th Floor, Tower
Empire State Plaza
Albany, New York 12242
Phone 518-473-2010
Email: melissa.gretten@ogs.ny.gov

State of Maine Participating Addendum Additional Terms

- i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.
 - A. The Contractor will not discriminate against any employee or applicant for employment 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 Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their 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, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will 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 Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
 - D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
 - E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.
- ii. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- iii. **STATE HELD HARMLESS.** With regard to indemnification, the State of Maine's Participating Addendum shall refer to the same language found in New York State contract #PC66822, under sections 61 ("Indemnification") and 62 ("Indemnification Relating to Third Party"), but any reference to "New York State" in those sections shall be construed to mean "Maine State".
- iv. **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.

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
VS0000006568	800-01011-01				49000	TruNarc Kit (Single unit 3% Disc)	Unlimited 1 Year Warranty	EA	\$21,243.00	90
VS0000006568	800-01011-01 Multiple				49000	TruNarc Kit (2 or more 5% Disc)	Unlimited 1 Year Warranty	EA	\$20,805.00	90
VS0000006568	810-01461-01				49000	TruNarc Solution Kit (Type H) - 20, English	For identification of Heroin and other special narcotics. Kit includes 20 Test Sticks and 20 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment.	EA	\$90.00	90
VS0000006568	820-01031-01				49000	TruNarc Training (On-Site up to 12 Students)	N/A	EA	\$2,696.60	90
VS0000006568	820-01051-01				49000	TruNarc, Unlimited, Warranty Renewal - 1 yr	N/A	EA	\$1,513.20	90
VS0000006568	820-01052-01				49000	TruNarc, Unlimited, Warranty Renewal - 2 yr	N/A	EA	\$2,929.40	90
VS0000006568	820-01053-01				49000	TruNarc, Unlimited, Warranty Renewal - 3 yr	N/A	EA	\$4,384.40	90