



DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF STATE PROCUREMENT SERVICES
 STATE OF MAINE

PROCUREMENT JUSTIFICATION FORM (PJF)

This form must accompany all contract requests and sole source requisitions (RQS) over \$10,000 submitted to the Office of State Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Procurement Services intranet site (Forms page) for additional instructions.

PART I: OVERVIEW				
Department Office/Division/Program:		DHHS / MeCDC / HETL		
Department Contract Administrator or Grant Coordinator:		Chris Moiles/Nicole Mitchell		
(If applicable) Department Reference #:		CD0-26-54SA58		
Agency Department Code:	10A	Advantage CT / RQS #:	RQS 10A 20251201000000000904	
Amount: (Contract/Amendment/Grant)		\$49,436.51		
CONTRACT	Proposed/Original Start Date:	9/29/2025	Proposed/Most Recent End Date:	9/28/2027
AMENDMENT	New Effective Date:		New End Date (if Applicable):	
GRANT	Project Start Date:		Grant Start Date:	
	Project End Date:		Grant End Date:	
Vendor/Provider/Grantee Name, City, State:		Agilent Technologies, Wilmington DE		
Brief Description of Goods/Services/Grant:		Multiple software maintenance agreements for HETL analytical equipment for a 2-year duration		

PART II: JUSTIFICATION FOR VENDOR SELECTION			
Check the box below for the justification(s) that applies to this request. (Check all that apply.)			
<input type="checkbox"/>	A. Competitive Process	<input type="checkbox"/>	G. Grant
<input type="checkbox"/>	B. Amendment	<input type="checkbox"/>	H. State Statute/Agency Directed
<input checked="" type="checkbox"/>	C. Single Source/Unique Vendor	<input type="checkbox"/>	I. Federal Agency Directed
<input checked="" type="checkbox"/>	D. Proprietary/Copyright/Patents	<input type="checkbox"/>	J. Willing and Qualified
<input type="checkbox"/>	E. Emergency	<input type="checkbox"/>	K. Client Choice
<input type="checkbox"/>	F. Higher Education Cooperative Project	<input type="checkbox"/>	L. Other Authorization

Please respond to ALL of the questions in the following sections.

PART III: SUPPLEMENTAL INFORMATION

1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.

This is a collection of software maintenance agreements for 19 different pieces of analytical equipment used at the Health & Environmental Testing Laboratory. An effort was made to improve HETL's efficiency and maximize vendor discounts by aligning the anniversary dates for these 19 pieces of equipment.

This agreement includes:

- Fast response to ensure that the equipment is up and running quickly in the event of a breakdown or malfunction.
- Required or beneficial software upgrades, so there are no surprise costs.
- Required security upgrades, to best protect our equipment and data integrity.

The instruments covered by this agreement are used for the analyses of both drinking water and environmental water samples, forensic samples, and to maintain HETL's compliance with the US Centers for Disease Control and Protection Laboratory Response Network requirements, as highlighted in the Public Health Emergency Preparedness (PHEP) Notice of Funding Opportunity (NOFO).

The Health and Environmental Testing Laboratory (HETL) must meet specific regulations set forth by the Maine Drinking Water Program, the Federal Safe Drinking Water Act (SDWA) and associated accrediting agencies for performing analyses.

This agreement supports the equipment for lead testing and remediation efforts for the Maine Childhood Lead Poisoning Prevention Program, along with software agreements for analytical equipment used for forensics analysis, as required through accreditation by the ANAB (ANSI National Accreditation Board.)

2. Provide a brief justification for the selected vendor to supplement the response in Part II. Reference the solicitation (RFP/RFA/RFQ) number and the date of award notification, if applicable.

The Agilent instrumentation covered by this agreement is comprised of sophisticated proprietary mechanical, electronic & computer components that require servicing and repair by certified Agilent service engineers. Due to the specificity of the Agilent equipment and the extreme sensitivity of many of its components, it is essential that HETL have Agilent software engineers assess any needed software maintenance or repairs.

Further, in the event of a software failure, expedient and expert service is essential to ensure the equipment is expeditiously and appropriately repaired, while sustaining limited downtime.

Prolonged downtime of any of these instruments would require either 1) the HETL to outsource incoming samples to an external contracted laboratory, which could have a damaging effect on the

PART III: SUPPLEMENTAL INFORMATION

lab's budget due to unforeseen costs, or 2) delay analytical or forensic results, which could delay court cases or jeopardize the health and/or environment.

3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

For the 19 instruments included in this agreement, the Department considers the cost of this software agreement to be both fair and reasonable, given the special proprietary nature of the software. Agilent has proposed an 8.75% discount from the list price.

4. Describe the plan for future competition for the goods or services.

A review of Agilent contract options and other competitive software maintenance options will be conducted in 2027.

PART IV: AMERICAN RESCUE PLAN ACT (ARPA) / MAINE JOBS & RECOVERY PLAN (MJRP)

Does this request utilize ARPA/MJRP funds?

Yes, MJRP funds (023) – If Yes, please attach the approved Business Case(s).

Yes, ARPA funds (025) or (026) – If Yes, please be aware of the requirements from awarding federal agencies.

No – If No, proceed to Part V.

PART V: CONFLICTS OF INTEREST (COI); CONTRACT WITH THE STATE

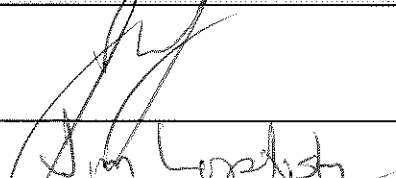
Maine law contains Conflict of Interest statutes directed to State Departments, State Officers, and Employees Generally under MRS Title 5, §18 and §18-A, in harmony with MRS Title 17, §3104.

The requesting department's signatory affirms, understands, and acknowledges Maine's Conflict of Interest statutes and, in accordance with those statutes and to the best of their knowledge, has determined that no conflict of interest exists at the time of this contract, renewal, or amendment.

PART VI: APPROVALS

Governor/Department Commissioner or Designee

1. The signature below indicates approval of this procurement request.

Signature of requesting Department's Commissioner (or designee):			
Typed Name:		Date:	22-Dec-25

2. Additional signature required **ONLY if box E (Emergency) is selected in PART II.** The signature below indicates approval by the Department's Commissioner, or the designee specifically authorized to approve emergency procurement requests.

Signature of requesting Department's Commissioner (or designee):			
Typed Name:		Date:	

****OSPS Section Only****

Signature of DAFS Procurement Official:	<small>Signed by:</small> <i>Katie Boynton</i> <small>AE2C4DD1C5434E9...</small>		
Typed Name:	Katie Boynton, Systems Analyst	Date:	2/2/2026