

NEW

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

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

**Issuer Information**

TODD CUMMINGS 207-624-7357 ext. Todd.Cummings@maine.gov

**Requestor Information**

Todd Cummings 207-624-7336 ext. Todd.Cummings@maine.gov

**Authorized Departments**

15A DEFENSE VETERANS & EMERG MGMT  
 16A PUBLIC SAFETY  
 03B ME STATE PRISON  
 ALL

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

VS0000010348

**Vendor Name**

Safeware Inc.

**Alias/DBA****Vendor Address Information**

3200 Hubbard Road

Landover, MD 20785

US

**Vendor Contact Information**

Anne Petrenko

301-683-1234 ext. 1028

apetrenko@safewareinc.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** Safeware Inc.

**Commodity Line #:** 1

**Commodity Code:** 92645

**Commodity Description:** Hazardous Material and Waste Services (Including Emergency R

**Commodity Specifications:** Price list is too large to attach, please e-mail donny.crockett@maine.gov for prices. Pay as a Service and attach invoice to DO.

**Commodity Extended Description:** MISC. EMERGENCY RESPONSE EQUIPMENT AND SUPPLIES AS PER NYS OGS HIRE CONTRACT NUMBER, PC66812. PARTICIPATING DOCUMENTS HAVE BEEN SUBMITTED TO THE STATE OF NEW YORK IN ORDER FOR THE STATE OF MAINE TO PARTICIPATE IN THE CONTRACTUAL AGREEMENT WITH Safeware, Inc.\*\*\*\* 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 \$5000.00 or less will be e-mailed by the using agency to the Vendor as a .pdf file. Delivery Orders in amounts greater than \$5000.00 will workflow to the Division of Purchases

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

## 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](mailto:melissa.gretten@ogs.ny.gov)

The following is a listing of current Participating States as of June 1, 2015:

State	Contact Person Name	Contact Phone No.	Email
Alaska	Jason Soza	907-465-5684	Jason.soza@alaska.gov
Arkansas	Judy Shirley	501-324-9316	Judy.shirley@dfa.arkansas.gov
California	Ricardo G. Martinez	N/A	Ricardo.martinez@dgs.ca.gov
Connecticut	Carol Wilson	860-713-5093	Carol.wilson@ct.gov
Delaware	William W. Pickrum	302-857-4501	William.Pickrum@state.de.us
Massachusetts	Sara Urato	617-720-3319	Sara.urato@massmail.state.ma.us
Virginia	Robert Gleason	804-786-3846	Robert.gleason@dgs.virginia.gov
Vermont	Steve Smith	802-828-4681	Steven.smith@state.vt.us
Maine	Donny Crockett	207-624-7336	Donny.Crockett@maine.gov
South Dakota	Steven Berg	605-773-5270	Steven.berg@state.sd.us

## 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 be 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 26<sup>th</sup> day of June, 2015.

Printed Name and Title (Participating State)

MARK LUTTE, DIRECTOR, DIVISION OF PURCHASES

Signature



State

MAINE

Printed Name and Title (Participating HIRE Contractor)

MARY ANNE PETRENKO

Signature



HIRE Contractor

SAFEWARE 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	PC66812
HIRE Contractor Name	SafeWare, Inc.
Additional Terms/Conditions (Yes/No) If yes, please attach	State of Maine standard Terms
Date	6/26/2015

Please send the completed form to:

Melissa Gretten  
NYS Office of General Services  
Procurement Services  
38<sup>th</sup> Floor, Tower  
Empire State Plaza  
Albany, New York 12242  
Phone 518-473-2010  
Email: [melissa.gretten@ogs.ny.gov](mailto: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.** The contractor shall release, protect, indemnify and hold WSCA-NASPO and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.
  
- 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.