

MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 09/25/17

**Expiration Date:** 09/24/19

**Master Agreement Description:** GPS Collars & Nanotags - Lotek

**Buyer Information**

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

**Issuer Information**

Brenda Lord 207-941-4463 ext. BRENDA.LORD@MAINE.GOV

**Requestor Information**

Brenda Lord 207-941-4463 ext. BRENDA.LORD@MAINE.GOV

**Authorized Departments**

09A INLAND FISHERIES & WILDLIFE

**Vendor Information**

**Vendor Line #: 1**

**Vendor ID**

VC1000097905

**Vendor Name**

LOTEK WIRELESS INC

**Alias/DBA**

**Vendor Address Information**

115 PONY DR

NEWMARKET, ON L3Y 7B5

CA

**Vendor Contact Information**

Tanya Tycholis

905-836-6680 ext. 3540

ttycholis@lotek.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** LOTEK WIRELESS INC

**Commodity Line #:** 1

**Commodity Code:** 72590

**Commodity Description:** Lotek GPS Collars & Nanotags

**Commodity Specifications:** As per the attached specifications made part of this BPO

**Commodity Extended Description:** See the attached BP54 Contract

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b>	<b>Service End Date</b>
<b>Catalog Name</b> Lotek	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b> 09/25/17	<b>Discount End Date</b> 09/24/19

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** LOTEK WIRELESS INC

**Commodity Line #:** 2

**Commodity Code:** 96100

**Commodity Description:** Lotek Airtime/Satellite Fees or Service

**Commodity Specifications:** As per the attached specifications made part of this BPO

**Commodity Extended Description:** See the attached BP54 Contract

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 09/25/17	<b>Service End Date</b> 09/24/19
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** LOTEK WIRELESS INC

**Commodity Line #:** 3

**Commodity Code:** 96286

**Commodity Description:** Lotek Shipping

**Commodity Specifications:** As per the attached specifications made part of this BPO

**Commodity Extended Description:** See the attached BP54 Contract

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

**Free on Board**

**Contract Amount**

\$0.00

**Service Start Date**

09/25/17

**Service End Date**

09/24/19

**Catalog Name**

**Discount**

0.0000 %

**Discount Start Date**

**Discount End Date**

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** LOTEK WIRELESS INC

**Commodity Line #:** 3

**Commodity Code:** 96286

**Commodity Description:** Lotek Shipping

**Commodity Specifications:** As per the attached specifications made part of this BPO

**Commodity Extended Description:** See the attached BP54 Contract

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

**Free on Board**

**Contract Amount**

\$0.00

**Service Start Date**

09/25/17

**Service End Date**

09/24/19

**Catalog Name**

**Discount**

0.0000 %

**Discount Start Date**

**Discount End Date**

# 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>	Dr. Wally Jakubas Brenda Lord, Secretary	<b>Office/Division/Program of Contract Administrator:</b>	Dept. of Inland Fisheries and Wildlife; Bureau of Resource Management, Wildlife Div.
<b>Est. Contract Amount:</b>	None	<b>Contract or RQS Number:</b>	<b>MA-140924*60</b>
<b>Proposed Start Date:</b>	<b>9/25/2017</b>	<b>Proposed End Date:</b>	<b>9/25/2021</b>
<b>Vendor/Provider Name, City, State</b>	Lotek Wireless, Inc. 115 Pony Drive Newmarket, Ontario L3Y 7B5 CANADA		
<b>Short Description of Good or Service:</b>	Provide GPS collars for Lynx and Bear. Collars and satellite service will be purchased on an as needed basis through a master agreement.		
<b>Please note, for transparency purposes, Waivers of Competitive Bidding will be publicly posted. Public postings are placed on the Division of Purchases' website for a period of seven consecutive calendar days.</b>		<b>To be completed by the Division of Purchases</b> Posting dates on Division of Purchases' website: From: <u>09/12/2017</u> To: <u>09/18/2017</u>	
<b>Notice of Intent to Waive Competitive Bidding Number:</b>		NOI# 0920171426	
<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.			
<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;		
<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>		<i>By signing below, I signify as the Governor's designee there is an emergency that necessitates this non-competitive procurement.</i> <b>Signature:</b> N/A	
		<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;		
<input type="checkbox"/>	D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;		
<input type="checkbox"/>	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: (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; (2) A sharing of project responsibilities and, when appropriate, costs;		
<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 Purchases "GOVCOOP" form, found here: <a href="http://www.maine.gov/purchases/info/forms/govcoop.doc">http://www.maine.gov/purchases/info/forms/govcoop.doc</a>.</i>			
<input type="checkbox"/>	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;		
<input type="checkbox"/>	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.		
<input type="checkbox"/>	If a different authorization specifically allows for this non-		



# State of Maine Waiver of Competitive Bidding Request Form

competitive procurement, please provide that reference here:

**Please note that the following four points below (#2 through 5) all require a response.**

## 2. Description of Specific Need

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.

The Department monitors Canada lynx and black bears. Canada lynx are monitored to document survival rates after trapping, habitat use, and reproduction. This information provides the basis for recommendations to landowners on which forestry techniques provide the best habitat for lynx and for regulatory decisions on limiting the incidental take of lynx. The black bear monitoring program is a long-term monitoring effort by the Department. The objective is to estimate mortality and reproductive rates of female bears in various regions in the state. Information gained from the black bear monitoring effort is used to set harvest regulations and manage bear population levels. For both of these studies, GPS collars are the most efficient way to track animal movements, determine habitat use, and investigate mortalities.

The primary mission, and statutory mandate, of our agency is to ensure that wildlife populations persist in Maine for the enjoyment of Maine's citizens and visitors (Title 12, §10051). The Canada lynx is a federally threatened species and Maine statutes (Title 12 §12802) gives the Commissioner of the Department of Inland Fisheries and Wildlife authority to conduct programs to recover threatened and endangered species. Likewise, given the mission of our agency, bear hunting and trapping needs to be regulated to ensure that harvest rates meet publically derived population objectives. To determine harvest rates, biologists need to understand population trends, which are ultimately determined by reproduction and survival rates.

## 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.

Neither the State of Maine or other government agencies manufactures radiotelemetry equipment.

## 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**.

The Department is currently buying over 100 GPS or VHF collars and is requesting master agreements with two other collar manufacturers. The cost of Lotek collars are within the expected cost range of similar type collars made by other manufacturers.



# State of Maine Waiver of Competitive Bidding Request Form

## 5. Future Competition

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

The Department will evaluate the performance of these GPS collars every year to determine whether they are meeting expectations. We recognize that individual components of the collars may change from year to year, and that Lotek may have little control over these changes. If collar performance declines, we may request bids from other collar manufacturers.

**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.

- The Lotek collar (Litetrack Iridium Basic 330) is the only GPS collar that is light enough to deploy on Canada lynx.
- The bear project has been using Lotek small animal collars for cubs for a number of years. Sound experimental design strives to limit variability; especially in the methods used to collect data. If the Department were to use collars from multiple manufacturers it would add another source of variability to this portion of the bear project. We know from previous experience that deploying collars from multiple manufacturers causes problems in the field. For example, VHF transmission rates differ among manufacturers when the collar goes on mortality mode. Variable transmission rates from collars can confuse searchers looking for an animal that has supposedly died. Therefore, we are striving to limit the different types of collars we are using on bear cubs.

## 7. Timeframe

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.

Often a 12-week lead time is needed for manufacturing GPS collars. These collars need to be ordered now to be ready for deployment in December.

**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:**

*Chandler Woodcock*

**Date:**

*9-8-17*

STATE OF MAINE  
DEPARTMENT OF INLAND FISHERIES AND WILDLIFE  
Agreement to Purchase Services

THIS AGREEMENT, made this 23rd day of October, 2017, is by and between the State of Maine, Department of Inland Fisheries and Wildlife, hereinafter called "Department," and Lotek Wireless, Inc., located at 115 Pony Drive, Newmarket, ON L3Y 7B5, telephone number 905-836-2910, hereinafter called "Provider", for the period of Start Date: 9/25/2017 End Date: 09/24/2019

Contract renewal: Following the initial term of the contract, as shown in Rider A, the Department may opt to renew the contract for two (2), one (1) year renewals, and subject to continued available funding and satisfactory performance.

The AdvantageME Vendor/Customer number of the Provider is VC1000097905

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider D - Lotek Satellite Airtime Prepayment/Indemnification Confirmation
- Rider E - Lotek Pricing
- Rider G - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

Provider: Lotek Wireless, Inc.  
 By: TANWA TUCHOLIS *T. Tucholis*  
ACCOUNT MANAGER  
 (Name and Title, Provider Representative)  
 Date: OCT 27 2017

and

Department of Inland Fisheries and Wildlife  
 By: Judith A. Camuso  
 Judith A. Camuso, Wildlife Division Director  
 Date: 10/31/17

Total Agreement Amount: \$Unencumbered-Agency will order as needed and complete encumbered Delivery Order (DO)

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by an Approval Cover Page from the Division of Purchases.



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AdvantageME ACCOUNT CODING

AdvantageMe Commodity Line 1

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.
VC1000097905		013	09A	7508		01		5595	Bear, Lynx, Bird - 75%PR GPS Collars or Nanotags for Birds

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.	PROGRAM
VC1000097905		014	09A	7508		05		5595		Bear (25% match) GPS Collars

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.
VC1000097905		010	09A	7508		01		5595	Lynx, Bird (25% match) GPS Collars or Nanotags for Birds

AdvantageMe Commodity Line 2

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.
VC1000097905		013	09A	7508		01		5385	Bear, Lynx - 75%PR Airtime

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.	PROGRAM
VC1000097905		014	09A	7508		05		5385		Bear (25% match) Airtime

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.
VC1000097905		010	09A	7508		01		5385	Lynx (25% match) Airtime

AdvantageMe Commodity Line 3

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.
VC1000097905		013	09A	7508		01		4903	Bear, Lynx, Bird - 75%PR Shipping

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.	PROGRAM
VC1000097905		014	09A	7508		05		4903		Bear (25% match) Shipping

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ	JOB NO.
VC1000097905		010	09A	7508		01		4903	Lynx, Bird (25% match) Shipping

RIDER A  
SPECIFICATIONS OF WORK TO BE PERFORMED

The Provider will supply Global Star GPS collars for black bear and lynx at the cost schedule referenced in their Solicitation Package (Rider D) for the duration of this contract. These collars will conform to the specifications described in Rider D including operating software, battery life, the frequency of GPS transmissions per day, email mortality alerts, VHF transmissions, and warranty and service. The Provider will charge the Department Globalstar Satellite Airtime Fees including activation and reactivation charges, subscription fees, and GPS position transfer fees according to the terms and conditions outlined in Rider D. For any prepayment of satellite airtime fees made to the Provider, the Provider will (1) allow the Department to apply any remaining balance of airtime fees beyond the original, contracted, prepayment period; (2) upon request, reimburse the Department for any unused satellite transmission fees at the end of the project; (3) insure that the Department will be indemnified for unpaid satellite fees, should the Provider not pay the fee to the satellite company, and (4) deactivate the airtime fees for any collar after the Department notifies the Provider that a collar was not able to be deployed, a mortality event occurred, or the collar ceased to function in the field. The Department acknowledges its responsibility to notify the Provider when a collar's airtime fees need to be deactivated.

Digitally coded Nanotags for birds are also a provided commodity.

RIDER B  
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$Unencumbered-Agency will order as needed and complete encumbered Delivery Order (DO)

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Payments will be made upon receipt of an accurate and approved invoice. (See Rider A. Prepayment for Airtime is approved)

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Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Walter Jakubas, Mammal Group Leader  
Address: 650 State Street, Bangor, Maine 04401

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.



8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement 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 Provider shall take affirmative action to ensure that applicants are employed and employees are treated during 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, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall 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 Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, 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 Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such

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subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **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 Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.



21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **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.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department 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 Department 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.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

October 23rd, 2017

**Maine Department of Inland Fisheries and Wildlife**

## To whom it may concern:

### Confirmation for the prepayment of satellite airtime fees in advance

For any prepayment of satellite airtimes fee made to Lotek Wireless Inc. located in Newmarket, Canada, we assure the following:

1. If the airtime fee prepayment is not consumed within the original offered prepayment period, the remaining balance can be applied to any airtime fees and credit can be used beyond the original contracted prepayment period.
2. The Maine Department of Inland Fisheries and Wildlife will be reimbursed for any unused satellite transmissions fees at the end of the project, on request.
3. The Maine Department of Inland Fisheries and Wildlife will be indemnified for unpaid satellite fees, should Lotek Wireless Inc. not pay the fee to the satellite company.
4. It will be the responsibility of The Maine Department of Inland Fisheries and Wildlife to notify Lotek Wireless Inc. about deactivating the airtime fees for any individual collar as a result of the following: not being able to deploy a collar, a mortality event or non-function collar on an animal in the field.



**Tanya Tycholis**  
**Terrestrial Telemetry Specialist**

115 Pony Drive  
Newmarket, ON L3Y 7B5  
Ph: 905-836-6680 x3540  
Fx: 905-836-6455  
e-mail: [ttycholis@lotek.com](mailto:ttycholis@lotek.com)

## RIDER D

Revised pricing per September 14, 2018 email from Tanya Tycholis.

SUPPLIER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
AAA000547	VHF Bear Collars - Small (yearling)	V5C 176C 310-500mm	EA	\$350.00	60
LMRT-3	VHF Bear Collars - Large Mammal (adult)	N/A	EA	\$301.00	60
BBB000013	Yearling Bear ZV6C XXXX	N/A	EA	\$227.00	60
GPS-Globalstar Satellite	GPS-Globalstar Satellite Bear Collars	N/A	EA	\$1,500.00	60
NTQB2-1	Nanotag for Birds	Digitally coded radio transmitter	EA	\$175.00	60
NTQB2-2	Nanotag for Birds	Digitally coded radio transmitter	EA	\$175.00	60
3B53 battery pack	replacement pack for GPS3300SL collars	N/A	EA	\$325.00	60
3B52 battery pack	replacement pack for GPS3300S collars	N/A	EA	\$375.00	60
3B74 battery pack	replacement pack for Globalstar S collar	N/A	EA	\$350.00	60
MEC000007	Col Clamp 13mm Stud Length X	N/A	EA	\$9.00	60
LBL000031	UG V% VHF Std Collars V1.0	N/A	EA	\$5.00	60
4-000403-MAG	Magnet Ferrite Round 15mm x 8mm	N/A	EA	\$1.00	60
5-000010-GEN	Screwdriver 5.5mm Nut Driver	N/A	EA	\$19.00	60
LiteTrack330 Basic	Lynx Collar	N/A	EA	\$1,290.00	60
LITETRACK IRI	Lynx Collar w/ 2 way communication	N/A	EA	\$1,390.00	60
Throughput charge	Fix or fix attempt (12 months)	Assuming 6 GPS locations a day for 12 months (365 days)	EA	\$54.75	60
DLC2	Collar/PC interface cable	Used for programming and data download	EA	\$290.00	60
GPS3300S REB	GPS3300 Collar Small Rebuild	N/A	EA	\$695.00	60



## Allen, WJE

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**From:** Vashon, Jennifer  
**Sent:** Friday, September 14, 2018 12:35 PM  
**To:** Allen, WJE  
**Cc:** Crockett, Donny; Lord, Brenda  
**Subject:** FW: Master Agreement Question  
**Attachments:** Copy of LOTEK 2017 Catalog 091418\_TT.xls

Hi Bill,

See attached update.

**Jennifer Vashon**  
**Black Bear and Canada Lynx Biologist**  
Maine Dept of Inland Fisheries & Wildlife  
Wildlife Division  
650 State St.  
Bangor, ME 04401  
(207) 941-4238  
[mefishwildlife.com](http://mefishwildlife.com) | [facebook](https://www.facebook.com) | [twitter](https://twitter.com)

*Correspondence to and from this office is considered a public record and may be subject to a request under the Maine Freedom of Access Act. Information that you wish to keep confidential should not be included in email correspondence.*

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**From:** Tanya Tycholis [mailto:[ttycholis@lotek.com](mailto:ttycholis@lotek.com)]  
**Sent:** Friday, September 14, 2018 12:15 PM  
**To:** Vashon, Jennifer <[Jennifer.Vashon@maine.gov](mailto:Jennifer.Vashon@maine.gov)>  
**Subject:** RE: Master Agreement Question

Hi Jen,

I have updated the prices accordingly.

Regards,  
Tanya

**Tanya Tycholis, M.Sc.**  
Telemetry Specialist- Terrestrial Segment  
Lotek Wireless Inc.

Phone: 905-836-6680 ext.3540 | email: [ttycholis@lotek.com](mailto:ttycholis@lotek.com)  
115 Pony Drive, Newmarket, ON L3Y 7B5 | Fax: 905-836-6455

For new product updates please register at: [www.lotek.com/update.htm](http://www.lotek.com/update.htm)



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**From:** Vashon, Jennifer <[Jennifer.Vashon@maine.gov](mailto:Jennifer.Vashon@maine.gov)>  
**Sent:** September 14, 2018 9:02 AM  
**To:** Tanya Tycholis <[ttycholis@lotek.com](mailto:ttycholis@lotek.com)>  
**Subject:** FW: Master Agreement Question

Tanya,

See email below.

Thanks!

**Jennifer Vashon**  
**Black Bear and Canada Lynx Biologist**  
Maine Dept of Inland Fisheries & Wildlife  
Wildlife Division  
650 State St.  
Bangor, ME 04401  
(207) 941-4238  
[mefishwildlife.com](http://mefishwildlife.com) | [facebook](https://www.facebook.com/mefishwildlife) | [twitter](https://twitter.com/mefishwildlife)

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**From:** Crockett, Donny  
**Sent:** Friday, September 14, 2018 7:43 AM  
**To:** Vashon, Jennifer <[Jennifer.Vashon@maine.gov](mailto:Jennifer.Vashon@maine.gov)>  
**Cc:** Lord, Brenda <[Brenda.Lord@maine.gov](mailto:Brenda.Lord@maine.gov)>; Allen, WJE <[WJE.Allen@maine.gov](mailto:WJE.Allen@maine.gov)>  
**Subject:** RE: Master Agreement Question

Hi Jennifer,

We should take advantage of the cheaper pricing, so updated pricing would be good. See the attached for what we have currently. If they could update it and return to us, we'll make the changes to the master agreement.

Bill Allen now handles these commodities, so I've copied him as well.

*Thank You,*  
*Donny*

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**From:** Vashon, Jennifer  
**Sent:** Thursday, September 13, 2018 4:58 PM  
**To:** Crockett, Donny <[Donny.Crockett@maine.gov](mailto:Donny.Crockett@maine.gov)>  
**Cc:** Lord, Brenda <[Brenda.Lord@maine.gov](mailto:Brenda.Lord@maine.gov)>  
**Subject:** Master Agreement Question

Hi Donny,

I'm working with Lotek on ordering collars for lynx that are part of our Master Agreement. They posed this question to me.

**On a different note, the pricing of the collars have dropped since the Master Agreement (which is effective until September 24<sup>th</sup>, 2019). Would you like the pricing of the collars updated? Or should we keep the pricing the same for this order?**

**Jennifer Vashon**  
**Black Bear and Canada Lynx Biologist**  
Maine Dept of Inland Fisheries & Wildlife  
Wildlife Division  
650 State St.  
Bangor, ME 04401  
(207) 941-4238  
[mefishwildlife.com](http://mefishwildlife.com) | [facebook](#) | [twitter](#)

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RIDER G  
IDENTIFICATION OF COUNTRY  
IN WHICH CONTRACTED WORK WILL BE PERFORMED

**Please identify the country in which the services purchased through this contract will be performed:**

**United States. Please identify state: \_\_\_\_\_**

**Other. Please identify country: CANADA**

**Notification of Changes to the Information**

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.