

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 10/01/11**Expiration Date:** 09/30/20**Master Agreement Description:** Water Test Kits and Supplies**Buyer Information**

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

Issuer Information

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

Requestor Information

Lisa Robbins 207-287-1709 ext. Lisa.Robbins@maine.gov

Authorized Departments06A 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

William Dungey

800-321-0207 ext.

william-dungey@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 PO Terms and Contract Terms and Conditions.

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

Free on Board

FOB Dest, Freight Prepaid

Contract Amount

\$0.00

Service Start Date

Service End Date

Catalog Name

water test kits

Discount

0.0000 %

Discount Start Date

10/01/11

Discount End Date

09/30/20

Commodity Terms and Conditions

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

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 two (2) additional one year periods, 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	WQT-2K	IDEXX Distribution, Inc	IDEXX Distribution, Inc	98-21675-00	88595	QUANTI-TRAY 2000 DISPOSABLE	97-Well Quanti-Tray 100 Pack	BOX	\$119.54	7
VC1000037190	WQT2KC	IDEXX Distribution, Inc	IDEXX Distribution, Inc	98-09227-00	88595	Colilert Comparators	Colilert/Colilert-18 Comparator predispensed in a Quanti-Tray/2000	EA	\$24.80	7
VC1000037190	WP104	IDEXX Distribution, Inc	IDEXX Distribution, Inc	98-11682-00	88595	Colilert Comparators	IDEXX vessel filled with 100ml Colilert/Colilert-18 Comparator	EA	\$12.99	7
VC1000037190	WV150SBST-200	IDEXX Distribution, Inc	IDEXX Distribution, Inc	98-09223-00	88595	VESSELS W/ Shrink Band AND Sodium Thiosulfate	150ml/ Vessel, 200/Pack	BOX	\$118.50	7
VC1000037190	WCLS200I	IDEXX Distribution, Inc	IDEXX Distribution, Inc	98-13174-00	88595	COLISURE IRRADIATED	Colisure 200 Pack	BOX	\$603.66	7
VC1000037190	WP200I	IDEXX Distribution, Inc	IDEXX Distribution, Inc	98-12973-00	88595	GAMMA IRRAD COLILERT 100ML	Colilert 200 Pack	BOX	\$558.80	7
VC1000037190	WP200I-18	IDEXX Distribution, Inc	IDEXX Distribution, Inc	98-08877-00	88595	GAMMA IRAD COLILERT-18	Colilert-18, 200 Pack	BOX	\$603.66	7
VC1000037190	WENT200	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WENT200	88595	ENTEROLERT 100ML	Enterolert 200 Pack	BOX	\$669.94	7
VC1000037190	WV120-200	IDEXX Distribution, Inc	IDEXX Distribution, Inc	98-06160-00	88595	VESSELS W/ Paper Label and No Sodium Thiosulfate	120ml / Vessel, 200/Box	BOX	\$112.27	7
VC1000037190	WDPD10TR-2	IDEXX Distribution, Inc	IDEXX Distribution, Inc	98-09411-01	88595	Two EZ DPD refill vials for Total Chlorine	5 ml and 10 ml, 400 tests	BOX	\$38.75	7
VC1000037190	WENT020	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WENT020	88595	Enterolert 20-Pack	Enterolert 20-Pack	BOX	\$149.90	7
VC1000037190	WL161	IDEXX Distribution, Inc	IDEXX Distribution, Inc	98-20960-01	88595	UV Lamp Replacement Bulb	6 watt replacement UV bulb (9")	EA	\$35.43	7
VC1000037190	95-21376-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc	95-21376-00	88595	Sealer Extended Maintenance Agreement Renewal (1 Yr.)	Maintenance Agreement Renewal (1 Yr.)	EVNT	\$400.00	7
VC1000037190	WDPD10TD	IDEXX Distribution, Inc	IDEXX Distribution, Inc	98-09409-01	88595	EZ DPD Dispenser Total Chlorine	for 5 ml and 10 ml, 200 tests	EA	\$32.63	7
VC1000037190	WQT100	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WQT100	88595	Quanti-Tray Disposable	51-Well Quanti-Tray 100 Pack	BOX	\$114.35	7
VC1000037190	WCMB24-200-2K	IDEXX Distribution, Inc	IDEXX Distribution, Inc	99-27072	88595	Colilert/97-Well Quanti-tray 200-pack combo	N/A	PK	\$790.27	7
VC1000037190	WCMB18-200-2K	IDEXX Distribution, Inc	IDEXX Distribution, Inc	99-27074	88595	Colilert-18/97-Well Quanti-tray 200-pack combo	N/A	PK	\$834.11	7
VC1000037190	WCMBCLS-200-2K	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WCMBCLS-200-2K	88595	Colisure/97-Well Quanti-tray 200-pack combo	N/A	PK	\$834.11	7
VC1000037190	WCMBENT-20-2K	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WCMBENT-20-2K	88595	Enterolert/97-Well Quanti-tray 20-pack combo	N/A	PK	\$176.41	7
VC1000037190	WCMBENT-200-2K	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WCMBENT-200-2K	88595	Enterolert/97-Well Quanti-tray 200-pack combo	N/A	PK	\$901.41	7
VC1000037190	WCMBPA-20-2K	IDEXX Distribution, Inc	IDEXX Distribution, Inc	99-27054	88595	Pseudalert/97-Well Quanti-tray 20-pack combo	N/A	PK	\$176.41	7
VC1000037190	WCMBPA-200-2K	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WCMBPA-200-2K	88595	Pseudalert/97-Well Quanti-tray 200-pack combo	N/A	PK	\$901.41	7
VC1000037190	WP100I	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WP100I	88595	Colilert for 100ml 100-Pack	N/A	BOX	\$335.48	7
VC1000037190	WP100I-18	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WP100I-18	88595	Colilert-18 for 100ml 100-Pack	N/A	BOX	\$376.27	7
VC1000037190	WPSE-020	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WPSE-020	88595	Pseudalert for 100ml 20-Pack	N/A	BOX	\$149.90	7
VC1000037190	WPSE-200	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WPSE-200	88595	Pseudalert for 100ml 200-Pack	N/A	BOX	\$677.08	7
VC1000037190	WCMB24-100	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WCMB24-100	88595	Colilert/51-Well Quanti-tray 100-pack combo	N/A	PK	\$446.63	7
VC1000037190	WCMB24-100-2K	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WCMB24-100-2K	88595	Colilert/97-Well Quanti-tray 100-pack combo	N/A	PK	\$451.73	7
VC1000037190	WCMB24-200	IDEXX Distribution, Inc	IDEXX Distribution, Inc	99-27071	88595	Colilert/51-Well Quanti-tray 200-pack combo	N/A	PK	\$788.23	7
VC1000037190	WCMB18-100	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WCMB18-100	88595	Colilert-18/51-Well Quanti-tray 100-pack combo	N/A	PK	\$487.42	7
VC1000037190	WCMB18-100-2K	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WCMB18-100-2K	88595	Colilert-18/97-Well Quanti-tray 100-pack combo	N/A	PK	\$492.52	7
VC1000037190	WCMB18-200	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WCMB18-200	88595	Colilert-18/51-Well Quanti-tray 200-pack combo	N/A	PK	\$832.08	7
VC1000037190	WCMBCLS-200	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WCMBCLS-200	88595	Colisure/51-Well Quanti-tray 200-pack combo	N/A	PK	\$832.08	7
VC1000037190	WCMBENT-200	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WCMBENT-200	88595	Enterolert/51-Well Quanti-tray 200-pack combo	N/A	PK	\$901.41	7
VC1000037190	WCMBPA-200	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WCMBPA-200	88595	Pseudalert/51-Well Quanti-tray 200-pack combo	N/A	PK	\$901.41	7
VC1000037190	WP020I	IDEXX Distribution, Inc	IDEXX Distribution, Inc	WP020I	88595	Colilert 100ml sample 20 pack	Colilert 100ml sample 20 pack	PK	\$125.42	7
VC1000037190	WQC-ENT	IDEXX Distribution, Inc	IDEXX Distribution, Inc	98-29002-00	88595	IDEXX-QC Enterococci	3 - E. faecalis, 3 - E.coli, 3 - S. bovis	EA	\$182.36	7
VC1000037190	WQC-FC	IDEXX Distribution, Inc	IDEXX Distribution, Inc	98-29001-00	88595	IDEXX-QC Fecal Coliform	3 - E. coli, 3 - P. aeruginosa	EA	\$133.66	7
VC1000037190	WQC HPC	IDEXX Distribution, Inc	IDEXX Distribution, Inc	98-29006-00	88595	IDEXX-QC HPC (3 - E. faecalis)	Added 5/9/2016	EA	\$58.32	7

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:

Product	Sole Manufacturer	Sole Supplier in US Water Testing Market
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.

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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

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GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER

1. **WARRANTY:** Contractor warrants:
 - a That all articles and services to be supplied by it under this agreement are fit and sufficient for the purpose intended and
 - b That all articles and services covered by this contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, 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 1 year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.
 2. **TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state or local sales, or use the 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 Division 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 Division 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 Division.
 3. **PACKING & 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 with 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.
 4. **DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, The Division, 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 Division'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 Division'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 Division. 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.
 5. **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. Division of Purchases 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 Division 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 Division 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 Division.
 6. **INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing purchase order 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 also errors and 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 Division of Purchases.
 7. **ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required to be provided 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 validating 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.
 8. **DEFAULT:** The Division 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.
- In the event that the Division terminates this agreement in whole or in part pursuant to this paragraph, the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.
9. **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).
 10. **INTERPRETATION:** This agreement shall be governed by the laws of the State of Maine as to interpretation and performance.
 11. **DISPUTES:** The Division 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 Division 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.
 12. **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 Division'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.
 13. **HOLD HARMLESS:** The Contractor agrees to indemnify, defend and save harmless the Bureau of General Services, its divisions, 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.
 14. **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 Division 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.
 15. **WAIVER:** The failure of the Division 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.
 16. 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 for any hazardous chemical to their direct purchasers of that chemical.
 17. By accepting this Purchase order, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly has occurred in connection with any contract awarded by the Division of Purchases.

Betty M. Lamoreau
Director of Division
of Purchases

Revised 2/9/2004

Division of Purchases
Burton M. Cross Bldg.
9 State House Station
Augusta, ME 04333-0009
Tel. (207) 624-7337
Fax # (207) 624-6578

Contract Number
MA 110907*58

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Med/Lab/Sci, Water Testing Kits & Supp.

Contractor: IDEXX DISTRIBUTION CORP

Contract Period Extended To: 09/30/2013

New Lower Pricing: Please adjust attached spreadsheet

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 110907*58 until September 30, 2013 with all terms, conditions remaining as shown in the original contract.


Copy of which is acknowledged on this date.

Contractor: IDEXX Distribution, Inc.

By: Chun-Ming Chen

E-mail Address: water@idexx.com

Date: 10/1/12


Senior Director / General Manager

Please provide dollar value the State has spent on this contract from 09/30/2011 to present: \$51,746

MANUFACTURER PART NUMBER	MANUFACTURER NAME	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	DESCRIPTION	UNIT	PRICE
VC1000037190	IDEXX Distribution, Inc	WQT-2K	IDEXX Distribution, Inc	88595	QUANTI-TRAY 2000 DISPOSABLE	BOX	\$115.00
VC1000037190	IDEXX Distribution, Inc	WQT2KC	IDEXX Distribution, Inc	88595	PRE-DISP. Quanti Tray 2000 COMPARATOR	EA	\$10.00
VC1000037190	IDEXX Distribution, Inc	WP104	IDEXX Distribution, Inc	88595	COL P/A COMPARATOR	EA	\$6.00
VC1000037190	IDEXX Distribution, Inc	WV150SBSST-200	IDEXX Distribution, Inc	88595	VESSELS W/ Shrink Band AND Sodium Thiosulfate	BOX	\$114.00
VC1000037190	IDEXX Distribution, Inc	WCLS200L	IDEXX Distribution, Inc	88595	COLSURE IRRADIATED	BOX	\$64.00
VC1000037190	IDEXX Distribution, Inc	WP200L	IDEXX Distribution, Inc	88595	GAMMA IRRAD COLILERT 100ML	BOX	\$550.00
VC1000037190	IDEXX Distribution, Inc	WP200J-18	IDEXX Distribution, Inc	88595	GAMMA IRRAD COLILERT-18	BOX	\$594.00
VC1000037190	IDEXX Distribution, Inc	WENT200	IDEXX Distribution, Inc	88595	ENTEROLERT 200 Pack	BOX	\$860.00
VC1000037190	IDEXX Distribution, Inc	WV120-200	IDEXX Distribution, Inc	88595	VESSELS W/ Paper Label and No Sodium Thiosulfate	BOX	\$108.00
VC1000037190	IDEXX Distribution, Inc	WQT52X-115	IDEXX Distribution, Inc	88595	QUANTI-TRAY SEALER, 2X	EA	\$4,000.00
VC1000037190	IDEXX Distribution, Inc	WDPD10TR-2	IDEXX Distribution, Inc	88595	EZDPD for Total Chlorine Refill (400 Tests)	BOX	\$38.00
VC1000037190	IDEXX Distribution, Inc	WENT020	IDEXX Distribution, Inc	88595	Enterolert 20-Pack	BOX	\$147.00
VC1000037190	IDEXX Distribution, Inc	WL 161	IDEXX Distribution, Inc	88595	UV Replacement Bulb	EA	\$29.00
VC1000037190	IDEXX Distribution, Inc	95-21376-00	IDEXX Distribution, Inc	88595	Sealer Extended Maintenance Agreement Renewal (1 Yr.)	EA	\$400.00
VC1000037190	IDEXX Distribution, Inc	WDPD10TD	IDEXX Distribution, Inc	88595	EZDPD for Total Chlorine Dispenser Kit (200 Tests)	EA	\$32.00
VC1000037190	IDEXX Distribution, Inc	WQT100	IDEXX Distribution, Inc	88595	Quantit-Tray Disposable	BOX	\$110.00
VC1000037190	IDEXX Distribution, Inc	WCMB24-200-2K	IDEXX Distribution, Inc	88595	Collert/67-Well Quanti-tray 200-pack combo	PK	\$778.00
VC1000037190	IDEXX Distribution, Inc	WCMB18-200-2K	IDEXX Distribution, Inc	88595	Collert-18/97-Well Quanti-tray 200-pack combo	PK	\$822.00
VC1000037190	IDEXX Distribution, Inc	WCMBCLS-200-2K	IDEXX Distribution, Inc	88595	Collsure/67-Well Quanti-tray 200-pack combo	PK	\$822.00
VC1000037190	IDEXX Distribution, Inc	WCMBCENT-20-2K	IDEXX Distribution, Inc	88595	Enterolert/67-Well Quanti-tray 20-pack combo	PK	\$173.00
VC1000037190	IDEXX Distribution, Inc	WCMBCENT-200-2K	IDEXX Distribution, Inc	88595	Enterolert/67-Well Quanti-tray 200-pack combo	PK	\$888.00
VC1000037190	IDEXX Distribution, Inc	WCMBPA-20-2K	IDEXX Distribution, Inc	88595	Pseudalert/67-Well Quanti-tray 20-pack combo	PK	\$173.00
VC1000037190	IDEXX Distribution, Inc	WCMBPA-200-2K	IDEXX Distribution, Inc	88595	Pseudalert/67-Well Quanti-tray 200-pack combo	PK	\$888.00
VC1000037190	IDEXX Distribution, Inc	WP100L	IDEXX Distribution, Inc	88595	Collert for 100ml 100-Pack	BOX	\$330.00
VC1000037190	IDEXX Distribution, Inc	WP100J-18	IDEXX Distribution, Inc	88595	Collert-18 for 100ml 100-Pack	BOX	\$370.00
VC1000037190	IDEXX Distribution, Inc	WCLS100L	IDEXX Distribution, Inc	88595	Collsure for 100ml 100-Pack	BOX	\$370.00
VC1000037190	IDEXX Distribution, Inc	WENT100	IDEXX Distribution, Inc	88595	Enterolert for 100ml 100-Pack	BOX	\$382.00
VC1000037190	IDEXX Distribution, Inc	WPSE-020	IDEXX Distribution, Inc	88595	Pseudalert for 100ml 20-Pack	BOX	\$147.00
VC1000037190	IDEXX Distribution, Inc	WPSE-100	IDEXX Distribution, Inc	88595	Pseudalert for 100ml 100-Pack	BOX	\$82.00
VC1000037190	IDEXX Distribution, Inc	WPSE-200	IDEXX Distribution, Inc	88595	Pseudalert for 100ml 200-Pack	BOX	\$67.00
VC1000037190	IDEXX Distribution, Inc	WCMB24-100	IDEXX Distribution, Inc	88595	Collert/51-Well Quanti-tray 100-pack combo	PK	\$445.00
VC1000037190	IDEXX Distribution, Inc	WCMB24-100-2K	IDEXX Distribution, Inc	88595	Collert/67-Well Quanti-tray 100-pack combo	PK	\$776.00
VC1000037190	IDEXX Distribution, Inc	WCMB18-100	IDEXX Distribution, Inc	88595	Collert-18/51-Well Quanti-tray 100-pack combo	PK	\$480.00
VC1000037190	IDEXX Distribution, Inc	WCMB18-100-2K	IDEXX Distribution, Inc	88595	Collert-18/97-Well Quanti-tray 100-pack combo	PK	\$485.00
VC1000037190	IDEXX Distribution, Inc	WCMB18-200	IDEXX Distribution, Inc	88595	Collert-18/51-Well Quanti-tray 200-pack combo	PK	\$820.00
VC1000037190	IDEXX Distribution, Inc	WCMBCLS-100	IDEXX Distribution, Inc	88595	Collsure/51-Well Quanti-tray 100-pack combo	PK	\$480.00
VC1000037190	IDEXX Distribution, Inc	WCMBCLS-100-2K	IDEXX Distribution, Inc	88595	Collsure/67-Well Quanti-tray 100-pack combo	PK	\$485.00
VC1000037190	IDEXX Distribution, Inc	WCMBCENT-100	IDEXX Distribution, Inc	88595	Enterolert/51-Well Quanti-tray 100-pack combo	PK	\$502.00
VC1000037190	IDEXX Distribution, Inc	WCMBCENT-100-2K	IDEXX Distribution, Inc	88595	Enterolert/67-Well Quanti-tray 100-pack combo	PK	\$607.00
VC1000037190	IDEXX Distribution, Inc	WCMBCENT-200	IDEXX Distribution, Inc	88595	Enterolert/67-Well Quanti-tray 100-pack combo	PK	\$607.00
VC1000037190	IDEXX Distribution, Inc	WCMBCENT-200	IDEXX Distribution, Inc	88595	Enterolert/67-Well Quanti-tray 100-pack combo	PK	\$607.00
VC1000037190	IDEXX Distribution, Inc	WCMBCPA-100	IDEXX Distribution, Inc	88595	Pseudalert/51-Well Quanti-tray 100-pack combo	PK	\$502.00
VC1000037190	IDEXX Distribution, Inc	WCMBCPA-100-2K	IDEXX Distribution, Inc	88595	Pseudalert/67-Well Quanti-tray 100-pack combo	PK	\$607.00
VC1000037190	IDEXX Distribution, Inc	WCMBCPA-200	IDEXX Distribution, Inc	88595	Pseudalert/67-Well Quanti-tray 200-pack combo	PK	\$607.00
VC1000037190	IDEXX Distribution, Inc	WDP20L	IDEXX Distribution, Inc	88595	Collert 100ml sample 20 pack	PK	\$725.00

Division of Purchases
Burton M Cross Bldg.
9 State House Station
Augusta, ME 04333-0009
Tel. (207) 624-7336
Fax.# (207) 624-5086

Contract Number
MA 110907*58

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Water Test Kits and Supplies

Contractor: IDEXX Laboratories Corp.

Contract Period Extended To: 09/30/17 with price increase exemption

Current Pricing: See Attached Spreadsheet

New Lower Pricing: Current pricing held as stated below

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 110907*58 until Sept 30, 2017 with all terms, conditions remaining as shown in the original contract. IDEXX is also willing to exempt the State of Maine from the customer wide upcoming price increase for the period of 2 years, to end 9/30/2017.

Copy of which is acknowledged on this date.

Contractor: IDEXX Distribution, Inc.

By: (R) 

E-mail Address: water@idexx.com

Date: 8/28/15

Dollar value the State has spent on this contract from 10/1/14 to present: S

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.

Requesting Department's Contract Administrator:	Christopher Montagna Chemist III for Inorganic Potable Water Programs	Office/Division/Program of Contract Administrator:	DHHS/MeCDC/Health & Environmental Testing Lab
Est. Contract Amount:	\$33,000 (based on SFY17) Contract Expires 9-30-17	Contract or RQS Number:	To continue an ongoing Master Agreement through the Bureau of Purchases for another year
Proposed Start Date:	10-1-17		ongoing
Vendor/Provider Name, City, State	IDEXX Water One IDEXX Drive Westbrook, Maine 04092 USA		
Short Description of Good or Service:	Idexx will provide reagents and test kits for the analysis of water samples for microbiological agents.		
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.		To be completed by the Division of Purchases Posting dates on Division of Purchases' website: From: <u>09/29/2017</u> To: <u>10/05/2017</u>	
Notice of Intent to Waive Competitive Bidding Number:		NOI# <u>0920171585</u>	
1. Statutory Justification			
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.			
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;		
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>	
		Signature:	
		Printed Name:	Date:
x	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;		
	D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;		
	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: http://www.maine.gov/purchases/info/forms/govcoop.doc.</i>		
	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;		

State of Maine Waiver of Competitive Bidding Request Form

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.

If a different authorization specifically allows for this non-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 HETL conducts testing of public and private drinking and recreational water supplies for the presence of microbiological agents which may pose significant health risks to the citizens of Maine. Idexx is the sole supplier in the US water testing market for test kits and reagents necessary to conduct this testing.

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.

The HETL staff does not have the resources or ability to synthesize and certify these test kits and reagents in house.

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 HETL determined the costs of the Idexx kits and reagents too be fair and reasonable since no other producer is available in the United States.

5. Future Competition

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

No other commercial vendor of these products is available in the United States.

State of Maine Waiver of Competitive Bidding Request Form

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.

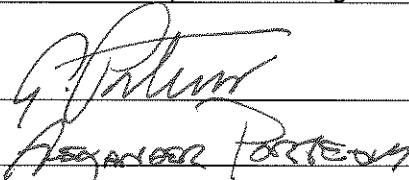
These kits and reagents are unique in that no other entity commercially produces these products.

7. Timeframe (Complete only if B. is the Statutory Justification marked on Page 1)

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.

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:

Alexander Fortson

Date:

6-7-17

Burton M Cross Bldg.
9 State House Station
Augusta, ME 04333-0009
Tel. (207) 624-7336
Fax.# (207) 624-5086

MA 110907 58

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Water Test Kits and Supplies

Contractor: IDEXX Laboratories Corp.

Contract Period Extended To: 9/30/2020

New Pricing: See the Attached Spreadsheet with Updated Pricing. Pricing to be firm for the full three (3) year term of this extension.

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 110907*58 until September 30, 2020 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor:

By: Chun-Ming Chen
Printed



[Handwritten Signature]
Signature

E-mail Address: water@idexx.com

Date: 18 Sep 2017

Dollar value the State has spent on this contract from 10/1/15 to present: \$