SINGLE SOURCE AWARD **BID # SS-0615-19**

Subject: Gemini S5 Chemical Detection System

Department: Sheriff's Office

Description of Purchase: Recommend approval to amend award dated August 8, 2019 with Thermo Scientific Portable Analytical Instruments to authorize the Office of General Counsel to review and process the Addendum to Agreement. Total not to exceed expenditure remains the same amount at $95,988.90.

Single Source Award To: Thermo Scientific Portable Analytical Instruments

Price Justification: See attachment

Total Award: $95,988.90 **Requisition #:** 260001

Attachments: Purchase Order, Addendum (for OGC review and execution), Previous Award

Certification as to Single Source: Bill Clement, Chief of Budget

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Taryn Manser

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-113, Revised 12/2007

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

From: Bill Clement, CPA
Chief of Budget

Subject: Award Request – Thermo Scientific Portable Analytical

Date: September 18, 2019

The Jacksonville Sheriff's Office is requesting an award in order to authorize the Office of General Counsel to review and process the Addendum to Agreement for Products and/or Services from Thermo Scientific Portable Analytical. A copy of purchase order number PO9A11517 that was issued to Thermo Scientific Portable Analytical in the amount of $95,988.90 is included along with the copy of the addendum that needs to be processed by the Office of General Counsel.

Please let me know if you require any additional information. Thank you for your assistance.

Purchase Order

City of Jacksonville
214 N Hogan St
Jacksonville, FL 32202

VENDOR

Vendor Number: 00003895
Thermo Scientific Portable Analytical
2 Radcliff Rd.
DBA AHURA Scientific Inc
Tewksbury, MA 01876

PO Date: 08/14/2019
Buyer: Mitchell, Pearl
Phone #: (904) 255 - 8812
FOB: F.O.B., Destination
Terms: Net 30

Purchase Order Number
PO9A11517
Sole Source Purchase Order
ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.

SHIP TO

Office of the Sheriff
Grants
501 East Bay St. - Catherine St. Loading Dock
Duval, FL 32202

Contact Hemmingway, T.L. # 7441 at (904)630-1209

INVOICE

Finance and Administration
Accounts Payable
117 W. Duval Street, Suite 375
Kale Newsome, Accounts Payable Supervisor
Jacksonville, FL 32202

Department	Bid Number	Requisition Number	Delivery Date
SH - Office of the Sheriff		REQ260001	08/30/2019

Item #	Item Description	Quantity	Unit	Unit Price	Total
1	Part Number # 800-05015-01 Description: Gemini S5, English Gray Boot Gemini rugged handheld system integrating Raman and FTIR spectroscopy for identification of unknown solid and liquid chemicals and explosives. Includes 5 year warranty, 5 year support, and on-site training within the continental United States (CONUS: One 4-hour course per instrument per instrument for up to 12 students. Expires 9 months after date of purchase).	1.00	EA	$129,000.00	$129,000.00
2	Part Number # 820-00280-01 Description: Promotion, PAI instrument trade-in S/N RM4265 city number 193454	1.00	EA	$-16,505.55	$-16,505.55
3	Part Number # 820-00280-01 Description: Promotion, PAI instrument trade-in S/N FT2259 city number 188814	1.00	EA	$-16,505.55	$-16,505.55
4	Estimated shipping	1.00	EA	$0.00	$0.00

Purchase Order

City of Jacksonville
214 N Hogan St
Jacksonville, FL 32202

VENDOR

Vendor Number: 00003895
Thermo Scientific Portable Analytical
2 Radcliff Rd
DBA AHURA Scientific Inc
Tewksbury, MA 01876

PO Date: 08/14/2019
Buyer: Mitchell, Pearl
Phone #: (904) 255 - 8812
FOB: F.O.B., Destination
Terms: Net 30

Purchase Order Number
PO9A11517
Sole Source Purchase Order
ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.

SHIP TO

Office of the Sheriff
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501 East Bay St. - Catherine St. Loading Dock
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Contact Hemmingway, T.L. # 7441 at (904)630-1209

INVOICE

Finance and Administration
Accounts Payable
117 W. Duval Street, Suite 375
Kale Newsome, Accounts Payable Supervisor
Jacksonville, FL 32202

Department	Bid Number	Requisition Number	Delivery Date
SH - Office of the Sheriff		REQ260001	08/30/2019

Item #	Item Description	Quantity	Unit	Unit Price	Total
				Subtotal:	$95,988.90
				Freight:	$0.00
				Discount:	$0.00
				TOTAL:	**$95,988.90**

THIS ORDER IS SUBJECT TO THE GENERAL CONDITIONS ATTACHED HERETO

MANUFACTURER'S FEDERAL EXCISE TAX EXEMPT NO: 59-89-0120K

FLORIDA STATE SALES AND USE TAX EXEMPTION NO: 85-8012821607C-8

Approved By Gregory Pease, Chief
Procurement Division

GENERAL CONDITIONS

1. RESERVATIONS: The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville. The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned this bid. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds if required under the conditions of this bid. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID THEY SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No other will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. **IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCUREMENT DIVISION.**

3. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C, (b) Manufacturer's Federal Excise Tax Registration No59-n000 344

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name of brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment: may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specification is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked **"Sample for the Procurement Division"** and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in facts who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, bi City agencies, to City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

15. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's - 14

16. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed City contracts, transactions, accounts, and records, require the production of records, and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

17. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

18. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissable factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

19. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville/Duval County, Florida; and

b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

20. LICENSES REQUIREMENT: Bidders/vendors responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

21. ELECTRONIC PAYMENTS: Bidders/vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

ADDENDUM TO AGREEMENT FOR PRODUCTS AND/OR SERVICES
BETWEEN
Thermo Scientific Portable Analytical Instruments Inc (Seller) AND City of Jacksonville (Buyer)

Buyer PO No.: PO9A11517 Seller Quotation No.: SF-00182025

Notwithstanding anything contained in the above-referenced agreement(s) for products ("*Products*") and/or services ("*Services*") to the contrary (including without limitation any terms and conditions contained in, attached to or referenced in the Buyer's purchase order) (taken together, the "*Agreement*"), this Addendum shall govern the rights and obligations of the parties hereto and shall prevail in the event of a conflict between this Addendum and the Agreement.

1. *Certain Business Terms* - Unless otherwise set forth in Seller's quotation for the Products and/or Services, (i) shipping terms are FOB Origin, with shipping charges prepaid and added to the invoice, with title and risk of loss of the Products passing to Buyer when the Products are transferred to carrier at Seller's facility; (ii) pricing excludes all applicable taxes, duties, shipping and handling; (iii) payment terms are Net 30 from date of invoice; (iv) the order may not be changed or cancelled without Seller's consent; and (v) no acceptance, inspection, right of rejection or right of return terms shall apply.

2. *Indemnification* – (a) In lieu of any other obligation of Seller contained in the Agreement to indemnify any person, Seller agrees to indemnify, defend and save Buyer, its officers, directors, employees, agents and representatives harmless from all third-party losses, expenses, demands and claims made against Buyer, its officers, directors, employees, or representatives arising from any bodily injury, death or tangible property damage to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives in connection with the performance of Seller's obligations under this Agreement.

   (b) Further, in the event of any action (and all prior related claims) brought against Buyer based on a claim that any Products or Services provided by Seller to Buyer under this Agreement infringe any valid U.S. patent, copyright or trade secret, Seller shall defend such action at Seller's expense and pay all costs and damages finally awarded in such action or settlement attributable to such claim. In no event shall Seller have any liability to Buyer to the extent that any claim for indemnification hereunder is based upon (i) use of a Product or Services in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (ii) compliance with Buyer's designs, specifications or instructions, (iii) use of a Product or Services in an application or environment for which they were not designed or (iv) modifications of a Product or Services by anyone other than Seller without Seller's prior written approval. Notwithstanding the above, Seller may, at its discretion and at its own expense, (a) procure for Buyer the right, at no additional expense to Buyer, to continue using the Product or Services; (b) replace or modify the Product or Services so that they become non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product or Services; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY AND BUYER'S SOLE REMEDY WITH RESPECT TO THE MATTERS DESCRIBED THEREIN.

   (c) With respect to the claims described in (a) and (b) above for which Seller has agreed to indemnify, defend and hold harmless Buyer (the "Claim(s)"), (i) Buyer shall promptly notify Seller of such Claims; (ii) Seller shall have the option to assume sole control of the defense, settlement or compromise of any such Claims; and (iii) Buyer shall cooperate fully with Seller in the defense, settlement or compromise of any such Claims.

3. *Limitation of Liability* – IN LIEU OF ANY OTHER PROVISION CONTAINED IN THE AGREEMENT LIMITING SELLER'S LIABILITY, NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT OR THIS ADDENDUM TO THE CONTRARY, THE PARTIES AGREE THAT THE TOTAL LIABILITY OF SELLER UNDER THE AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS OR SERVICES GIVING RISE TO SUCH LIABILITY. IN LIEU OF ANY OTHER PROVISION CONTAINED IN THE AGREEMENT RELATING TO SELLER'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT OR THIS ADDENDUM THE CONTRARY, THE PARTIES AGREE THAT SELLER WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS, OR LOSS OF

GOODWILL), REGARDLESS WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

4. *Limited Warranty* - In lieu of any other Seller warranty set forth in the Agreement regarding the Services or Products, Seller warrants that (i) the Products will operate substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts and (ii) Seller shall retain qualified personnel to perform the Services in a professional and workmanlike manner. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for Products and ninety (90) days for Services (the "*Warranty Period*"). Seller agrees during the Warranty Period, to (i) repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications and/or (ii) re-perform Services in a manner that complies with the limited warranty set forth herein. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT AND/OR REPERFORM SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT OR SERVICES THAT FAIL TO COMPLY WITH THE LIMITED WARRANTY SET FORTH HEREIN. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND NONINFRINGEMENT. Seller have no obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of, or by, Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products (including without limitation power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with, the products performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void all warranties with respect to the affected Products.

BUYER: City of Jacksonville

By: _____

Name: _____

Title: _____

Date: _____

SELLER: Thermo Scientific Portable Analytical Instruments Inc

By: _____

Name: _____

Title: _____

Date: _____

SINGLE SOURCE AWARD **BID # SS-0615-19**

Subject: Gemini S5 Chemical Detection System

Department: Sheriff's Office

Description of Purchase: Recommend approval of single source award to Thermo Scientific Portable Analytical Instruments for the purchase of one (1) Gemini S5 chemical detection system, while trading in two (2) outdated units, for down range hazardous operations. Total not to exceed expenditure in the amount of $95,988.90.

Funding Source: SHPO1F7DHS-06429 SHP107-19 – To be encumbered by purchase order

Single Source Award To: Thermo Scientific Portable Analytical Instruments

Price Justification: See attachment

Total Award: $95,988.90 **Requisition #:** N/A

Attachments: Single Source Form, Vendor Letter and Quote

Certification as to Single Source: Nick Burgos, Director of Investigations & Homeland Security

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Taryn Manser

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa R Eilhart
CHAIRMAN

8/08/19
DATE

ACTION OF AWARDING AUTHORITY DATE: 8/8/19

APPROVED ✓ DISAPPROVED _____

OTHER _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

SIGNATURE OF AUTHENTICATION _____

FORM GB-113, Revised 12/2007