

CS-11-153

# CONTRACT APPROVAL FORM

RECEIVED  
CONTRACT MANAGEMENT

(Contract Management Use only)

CONTRACT  
TRACKING NO.

2012 FEB 13 AM 9:31

Cm 1832

## CONTRACTOR INFORMATION

Name: Smiths Detection

Address: 60A Columbia Road Morristown, New Jersey 07960

City State Zip

Contractor's Administrator Name: Kelli O'Reilly Title: Major Accounts Representative

Tel#: 973-496-9200 Fax#: 904-496-9300 Email: kelli.oreilly@smithsdetection.com

## CONTRACT INFORMATION

Contract Name: X-Ray Hi-Scan Detection Machine 5 Year Service Agreement Contract Value: \$18,384.00  
(5Year Agreement)

Brief Description: 5 Year Maintenance Agreement on X-Ray Hi-Scan Detection Model # 6030DI Serial 63359.

Contract Dates 6/13/12 to 6/12/17 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase NONE

New Contract Dates: June 13, 2012 to June 13, 2017 TOTAL OR AMENDMENT AMOUNT: \$ 18,384.00

## APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. Danese Miller 2-10-2012 01189712-546020  
Department Head Signature Date Funding Source/Acct #
2. Charlotte Young 2-13-12  
Contract Management Date
3. [Signature] 2-16-12  
County Attorney (approved as to form only) Date
4. [Signature] 2-23-12  
Office of Management & Budget Date

Comments: \_\_\_\_\_

MANAGER  
COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL

[Signature] 2/23/12  
Ted Selby, County Manager Date

## RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

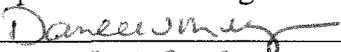
- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

2012 FEB 24 AM 10:28  
RECEIVED  
CONTRACT MANAGEMENT

12 FEB 21 12 FEB 27 PM 1:27  
 RECEIVED  
 OFFICE OF CLERK OF COURTS  
 NASSAU COUNTY FLORIDA

## Sole Source/Single Source Certification Form

Vendor Name: Smiths Detection  
Address: 60A Columbia Road  
Morristown, New Jersey 07960  
Phone: 973-496-9200  
Contact Name: Kelli O'Reilly

Department: Facilities Maintenance  
Department Head Signature:   
Date: 2-22-2012  
Account: 01192712-546020

Description of Commodity:  
Service agreement for the X-Ray Machine at the Historic Courthouse.  
\_\_\_\_\_  
\_\_\_\_\_

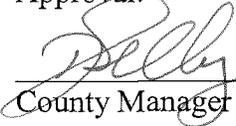
Check one (1) of the following two (2) choices:

- Sole Source: The required goods or services can only be procured from one vendor.
- Single Source: The required goods or services can be purchased from multiple vendors, but in order to meet certain functional or performance requirements only one economically feasible source exists.

Please check all of the following that apply:

- Purchase can only be obtained from original manufacturer-not available through distributors.
- Only authorized area distributor of the original manufacturer.
- Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- This is the only known source that will meet the specialized needs of this department or perform the intended function.
- This source must be used to meet warranty or service maintenance requirements.
- This source is required for standardization.
- None of the above apply.

Comments/Explanations: (required)  
The Smiths Detection X-ray machine can only be serviced by Smiths Detection.

Approval:  
 2/23/12  
County Manager Date

February 3, 2012

## **SMITHS DETECTION SOLE SOURCE DOCUMENT**

This letter serves as a sole source confirmation document for authorized maintenance and repair parts for equipment manufactured by Smiths Detection as well as the following companies, which are part of Smiths Detection, Inc.

- Barringer Instruments
- Heimann Systems

The following combined company names may also be found and are considered part of Smiths Detection, Inc.

- Smiths – Barringer
- Smiths – Heimann

Smiths Detection Service Organization, as an integral part of Smiths Detection, is uniquely qualified to perform all service activities in support of Smiths Detection equipment.

Smiths Detection equipment is comprised of assemblies, subassemblies, and parts specifically designed, developed, and used in Smiths Detection products. As such, we are the sole source for Smiths Detection repair parts in the United States.

For additional information or for suppliers outside of the United States, please contact us at your convenience.



**SERVICE AGREEMENT TYPES**

**PRIORITY ON-SITE SERVICE AGREEMENT**

- ✓ On-Site Service Coverage – Extended Hours, evenings and weekends
- ✓ Typical Response Time; within 24 hours
- ✓ Includes all Labor, Travel Time and Travel Expenses
- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ One Annual Preventative Maintenance check. Complete operational and calibration procedure performed
- ✓ Preferred Customer Status – 25% Discount on Instructor Led Training

**ON-SITE SERVICE AGREEMENT**

- ✓ On-Site Service Coverage – 8:00a.m. – 5:00p.m., Monday-Friday excluding holidays
- ✓ Typical Response Time; within 36 hours
- ✓ Includes all Labor, Travel Time and Travel Expenses
- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ One Annual Preventative Maintenance check, Complete operational and calibration procedure performed
- ✓ Valued Customer Status – 15% Discount on Instructor Led Training

**PARTS-ONLY SERVICE AGREEMENT**

- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Same day shipment of most parts needed
- ✓ Freight out expense included (freight in to be covered by the customer)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 10% Discount on Instructor Led Training

**PAYMENT**

- **Payment terms are Net 45 Days from the date of receipt of the invoice.** Applicable state and local taxes are included in the price specified on this Agreement and will be added to all invoices. *Please make all checks payable to: Smiths Detection or contact your representative for electronic transfer details.*

**MISCELLANEOUS**

- All service shall be performed between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, exclusive of Smiths' published holidays, unless work outside these hours is approved in advance by Smiths or where the customer will be responsible for payment at the then-current Smiths billable rates.
- Unless otherwise noted, the prices specified are for equipment coverage for 12 months.
- If the equipment is not currently covered by a Smiths Service Agreement, equipment must be inspected by an authorized Service representative and must be deemed in good working condition. We will only offer coverage to units which are in good working order.
- Replacement parts may be new or refurbished and carry a ninety (90) day warranty or the remainder of the coverage of the Service Agreement, whichever is longer.
- SMITHS DETECTION reserves the right to refuse coverage of any unit for any reason.
- Service Agreements which have been priced at the Multi-System or Multi-Year discount shall revert to the full, non-discounted price should an interruption of the Agreement occur.
- Cancellation Policy; 1) If this Service Agreement is cancelled by the customer, without cause, a 25% cancellation fee will be charged. 2) If no service has been provided, a refund will be prorated from the cancellation notification date and will **not** be subject to the 25% cancellation fee. 3) If service has been provided, the greater of the following amounts shall be the customer's responsibility; (a) The prorated amount of the contract or (b) The value of all service rendered to include all parts, labor, travel and expenses during contract term. The prices for parts and labor are calculated using Smiths standard T&M rates while the prices for travel and expenses are calculated at actual cost. A 25% cancellation fee applies to both 3a and 3b. This cancellation policy only applies to prepaid services and does not apply to Fixed Rate Repairs.
- Any on-site vendor, authority or other location fees shall be borne by Buyer.
- This Service Agreement does not cover products that have been highly contaminated by foreign substances. Products returned to Smiths Detection for repair are assumed to be free of contamination. If any product is believed to be contaminated, it is the customer's responsibility to have the product decontaminated prior to returning the product to Smiths.
- Buyer agrees to accept all responsibility for ensuring the safe and timely return of any loaner equipment provided under this agreement. The Products must be returned to Smiths Detection as of the date specified in the agreement or immediately upon request from Smiths Detection. Customer shall be charged current pricing in effect for Products not received at Smiths Detection's designated facility within ten (10) days of the date agreed to. Customer shall be responsible for any damage or loss to the Products, normal wear and tear excepted. The Products must be returned to Smiths Detection in the proper packaging to avoid damage during shipping.
- Smiths Detection sales terms and conditions are hereby incorporated in this agreement and any purchase order that may result from this agreement will be in accordance with these terms and conditions. These terms and conditions can be located at the following Smiths Detection Website: [www.smithsdetection.com/eng/US\\_terms\\_conditions.php](http://www.smithsdetection.com/eng/US_terms_conditions.php)

**DEPOT REPAIR SERVICE AGREEMENT**

- ✓ Repairs performed at Service Depot
- ✓ Freight out expense included (freight in to be covered by the customer)
- ✓ Includes all Labor required
- ✓ Covers all parts
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 20% Discount on Instructor Led Training
- ✓ Loaner option available at additional cost

**SHARED-SERVICE AGREEMENT**

- ✓ On-Site Service Coverage – 8:00a.m. – 5:00p.m., Monday-Friday excluding holidays
- ✓ Lower up-front cost since each service occurrence is subject to a deductible
- ✓ After the deductible, includes all Labor, Travel Time & Expenses and Replacement Parts required (x-ray tube/generator included)
- ✓ One Annual Preventative Maintenance check (subject to deductible)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 15% Discount on Instructor Led Training

**FIXED RATE REPAIRS**

- ✓ On-Site Service Coverage – 8:00am – 5:00pm, Monday-Friday excluding holidays
- ✓ Typical Response Time; within 36 hours
- ✓ Includes all Labor, Travel Time and Travel Expenses
- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 10% Discount on Instructor Led Training

MISCELLANEOUS (continued)

- Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of county Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

- **DISPUTES:**

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

Consultant (Initial):

*[Handwritten Signature]*  
2/23/12

Nassau County (Initial):

*[Handwritten Signature]*  
2/23/12

60A Columbia Road  
 Morristown, NJ 07960  
 Kelli O'Reilly  
 Direct Phone: 973-496-9354  
 Main Fax: 973-496-9300  
[Kelli.OReilly@smithsdetection.com](mailto:Kelli.OReilly@smithsdetection.com)

***Service Agreement Acceptance Form***

|                 |   |                    |   |
|-----------------|---|--------------------|---|
| <b>Email</b>    | <u>ServiceSales@smithsdetection.com</u> | <b># of Pages:</b> | 1 |
| <b>Fax</b>      | 973-496-9300                            |                    |   |
| <b>To:</b>      | <b>Kelli O'Reilly</b>                   | <b>From:</b>       |   |
| <b>Company:</b> | Smiths Detection                        | <b>Company:</b>    |   |
| <b>Date:</b>    |   |                    |   |
| <b>Subject:</b> | On-Site Service Agreement Renewal       |                    |   |



We are interested in renewing our Service Agreement with Smiths Detection, Inc. My contact information is as follows:

**Contact Name:** Tim Milligan **Tel:** (904) 548-4688  
**Company:** Nassau County Board of County Commissioner's  
**Address 1:** 96135 Nassau Place Suite 1  
**Address 2:** \_\_\_\_\_  
**City, State, Zip:** Yulee, Florida 32097  
**Signature:** Daneen [Signature]

MODEL NUMBER  
 HI-SCAN 6030DI

SERIAL NUMBER  
 63359

| <b>5 YEAR ON-SITE SERVICE AGREEMENT PRICE BREAKDOWN</b> |                    |
|---|--------------------|
| <b>Payment Type</b>                                     | <b>Price</b>       |
| <i>Quarterly Payment (20)</i>                           | <b>\$919.20</b>    |
| <i>Annual Payment (5)</i>                               | <b>\$3,676.80</b>  |
| <b>TOTAL PRICE</b>                                      | <b>\$18,384.00</b> |

Applicable state sales tax is not included in this quote and will be added to your invoice. If you are tax-exempt, please provide an exemption certificate and sales tax will be omitted.

THIS DOCUMENT CONTAINS SMITHS DETECTION PROPRIETARY INFORMATION THAT IS CONFIDENTIAL. IT SHALL BE MAINTAINED IN CONFIDENCE AND SHALL NOT BE DISCLOSED TO OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF SMITHS DETECTION.

February 7, 2012

Suzie Fontes  
Nassau County  
45195 Musselwhite Road  
Callahan, FL 32011

Dear Ms. Fontes:

As a valued customer of Smiths Detection, we want to continue to provide the service and support to keep your equipment maintained and in peak operating condition at all times. We are committed to providing the service that will ensure your investment in our products is protected.

Our records indicate that your existing On-Site Service Agreement will be expiring on your Smiths Detection\* x-ray equipment on **June 12, 2012**. As you know, your Service Agreement provides you with a cost effective solution to assure trouble-free operation of your Smiths Detection products. Service Agreements also allow you to budget one fixed expense through the Agreement period. Any unplanned corrective maintenance expense is eliminated.

Our On-Site Service Agreement offers the following:

**ON-SITE SERVICE AGREEMENT**

- ✓ On-Site Service Coverage – 8:00 a.m. – 5:00 p.m., Monday – Friday excluding holidays
- ✓ Typical Response Time; within 36 hours
- ✓ Includes all Labor, Travel Time and Travel Expenses
- ✓ Includes all Replacement Parts required
- ✓ Unlimited Access to our 24 hour by 7 day Technical Support Help Desk
- ✓ One Annual Preventive Maintenance check. Complete operational and calibration procedure performed
- ✓ One Annual Radiation Survey
- ✓ Valued Customer Status – 15% Discount on Instructor Led Training

According to our records, the following equipment is in need of extended coverage. For your convenience, I have included a pricing matrix which summarizes your cost for the On-Site Service Agreement.

MODEL NUMBER  
HI-SCAN 6030DI

SERIAL NUMBER  
63359

| <b>5 YEAR ON-SITE<br/>SERVICE AGREEMENT<br/>PRICE BREAKDOWN</b> |                    |
|---|--------------------|
| <b>Payment Type</b>   | <b>Price</b>       |
| <i>Quarterly Payment (20)</i>                                   | <b>\$919.20</b>    |
| <i>Annual Payment (5)</i>                                       | <b>\$3,676.80</b>  |
| <b>TOTAL PRICE</b>  | <b>\$18,384.00</b> |

To renew your coverage, please call me or complete the Service Agreement Acceptance Form, which follows, sign where indicated and return to my attention. I will send to you a formal Service Agreement, which must be executed and returned to us together with payment for the term desired.

Should you need additional clarification on the enclosed or if I could provide you with any other information including information on our various training programs for your Smiths Detection equipment please feel free to contact me at 973-496-9354 or by email at [Kelli.OREilly@smithsdetection.com](mailto:Kelli.OREilly@smithsdetection.com).

Thank you and best regards,

*Kelli O'Reilly*

Kelli O'Reilly  
Major Account Representative

*\*Smiths Detection is a company formed through the acquisitions of Barringer Instruments and Heimann Systems.*