

CS-22-042

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM3241

GENERAL INFORMATION

Requesting Department: Facilities Maintenance
Contact Person: Evelyn Burton
Telephone: 904-530-6125 Fax: (904) 879-3751 Email: eburton@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Smiths Detection Inc.
Address: 2202 Lakeside Blvd Edgewood Maryland 21040
City State Zip
Contractor's Administrator Name: Kelli O'Reilly Title: Aftermarket Sr.Key Account Manager
Telephone: 862-222-6789 Fax: (410) 510-9500 Email: Kelli.OReilly@smiths-detection.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Rick Beers
Authorized Signatory Email: Rick.Beers@smiths-detection.com

CONTRACT INFORMATION

Contract Name: Historic Courthouse - X-Ray Hi-Scan Detection Machine
Description: 2-yr maintenance agreement on the X-ray Hi-Scan Detection Machine Model 6030DI Serial 63359
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.
Total Amount of Contract: \$8,764.00 (\$4,382 per year) - FY2023
APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other Account: 01074712-546020
Budget transfer to this account once FY2023 funds available

Authorized Signatory: Taco E. Pope, AICP
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 6/12/2024 Termination/Cancellation: 30 days

Status: New Renew Amend# WA/Task Order Supplemental Agreement

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other _____

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____
New Contract Dates: _____ to _____ Total or Amended Amount: _____

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. *Doug Padick* 12/6/2022
Department Head/Contract Manager Date
2. *James Adams* 12/8/2022
Procurement Date
3. *Chris Lacambra* 12/7/2022 *JP*
Office of Mgmt & Budget Date 12/7/2022
4. *Denise C. May* 12/13/2022
County Attorney Date

AJ
12/13/2022

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. *Tao E. Pope AICP* 12/13/2022
County Manager Date

CONTRACT FOR ON-SITE SERVICES

THIS CONTRACT entered into on 12/13/2022, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as the “County”, and **SMITHS DETECTION INC.**, located at 2202 Lakeside Blvd, Edgewood, MD 21040, hereinafter referred to as the “Vendor”.

WHEREAS, Vendor has provided maintenance and support services to the County; and

WHEREAS, the County desires to continue Vendor’s services from June 13, 2022, through June 12, 2024. A copy of the Vendor’s Service Quotation inclusive of the On-Site Service Agreement Renewal is attached hereto as Attachment “A” and made a part hereof; and

WHEREAS, the County received a Service Quotation for an On-Site Service Agreement Renewal on October 18, 2022;

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services and/or Materials to be Provided

The County does hereby retain the Vendor to provide the services and replacement parts further described in the Service Quotation. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written Notice to Proceed for services and/or materials issued by the County.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for services and/or materials without proper County authorization and approval. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida’s Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to Public Works for payment to invoices@nassaucountyfl.com and jkirkland@nassaucountyfl.com Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment will be accomplished by

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submission of an invoice, with the contract number referenced thereon. Payment in advance of receipt of services and/or materials by the County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance.

SECTION 3. Acceptance of Services and/or Materials

Receipt of services and/or materials shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager’s Office may authorize the recipient to refuse final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

SECTION 4. Firm Prices

Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Attachment “A”; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

SECTION 5. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards may be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 6. Expenses

Vendor shall be responsible for all expenses incurred while performing the services under this Contract. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Vendor’s agents, if any, hired by Vendor to complete the work under this Contract.

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SECTION 7. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 8. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

SECTION 9. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 10. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the Contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 11. Assignment & Subcontracting

The Vendor will not be permitted to assign its Contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 12. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 13. Termination for DefaultInitials: RBInitials: TP

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the requirements as outlined in this Contract.

SECTION 14. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor.

SECTION 15. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 16. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County’s or the Clerk’s cost, upon five (5) days’ written notice.

SECTION 17. Vendor Responsibilities

The Vendor will provide the services and materials agreed upon in a timely and professional manner in accordance with specifications referenced herein and in accordance with the Vendor’s On-Site Service Agreement.

SECTION 18. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a “First Priority” for services and

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materials. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to sell all materials to and perform all services for the County or governmental entities on a “First Priority” basis. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 19. Period of Contract/Option to Extend or Renew

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate on June 12, 2024. The performance period of this Contract may be extended in one (1) year increments, unless otherwise agreed to by the parties, for up to two (2) additional years maximum upon mutual written agreement between the Vendor and the County with no change in terms or conditions. Any extensions shall be signed and approved by both parties. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 20. Probationary Period

The first ninety (90) days of this Contract are to be considered a “probationary” period. At the County’s election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 21. Independent Vendor Status

Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 22. Indemnification and Insurance

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Vendor shall indemnify and hold harmless County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed or utilized by Vendor, in the performance of the Contract.

Vendor shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit “1” and as is appropriate for the goods or services being performed hereunder by Vendor, its employees or agents.

SECTION 23. Dispute Resolution

The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County’s interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may 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 Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

SECTION 24. E-Verify System

Vendor must comply with F.S. 448.095 and use the United States Department of Homeland Security’s E-Verify system (“E-Verify”) to verify the employment eligibility of all persons hired by Vendor during the term of this Agreement to work in Florida. Additionally, if Vendor uses subcontractors to perform any portion of the Work (under this Agreement), Vendor must include a requirement in the subcontractor’s contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

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SECTION 25. Public Records

The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6100, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 26. Request for Records; Noncompliance

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A request to inspect or copy public records relating to a public agency’s contract for materials must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Vendor does not comply with the public agency’s request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

SECTION 27. Civil Action

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

A notice complies with subparagraph (b) if it is sent to the public agency’s custodian of public records and to the Vendor at the Vendor’s address listed on its Contract with the public agency or to the Vendor’s registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Vendor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the

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existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Entire Agreement

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

Taco E. Pope, AICP
TACO E. POPE AICP
Its: Designee
Date: 12/13/2022

Approved as to form and legality by the
Nassau County Attorney

Denise C. May
DENISE C. MAY
Date: 12/13/2022

SMITHS DETECTION INC.

Rick Beers
By: Rick Beers
Its: VP of Finance
Date: 12/13/2022

Initials: RB

Initials: TP

Service Quotation**smiths detection**

bringing technology to life

Smiths Detection
 2202 Lakeside Blvd
 Edgewood Maryland 21040
 USA
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Valid from	04-01-2022	Valid to	01-01-2023	Quotation No.	20129518		
Date	11-30-2022			Smiths Contact Person	Kelli O'Reilly		
Sold to No.	309859			Phone No.	862-222-6789		
Sold to name	NASSAU CNTY BOCC ATTN: FACILITIES MAINTENANCE DEPT.			Fax No.	410-510-9500		
Sold to address	45195 MUSSELWHITE ROAD CALLAHAN Florida 32011 USA						
Phone No.							
Fax No.							
Ship to No.	617410			Terms of Delivery			
Ship to name	NASSAU COUNTY NASSAU COUNTY HISTORIC CRT HOUSE			Payment Terms	Z010 Net 45		
Ship to address	416 CENTRE STREET FERNANDINA BEACH Florida 32034 USA						
Phone No.							
Fax No.							
Email	lburnsed@nassaucountyfl.com						
Equipment				Planned Service	-		
Material				Warranty	-		
Serial No.				Service Contract	-		
Quantity	1						
Item No.	Material Information		Qty	UoM	Unit Price	Total Unit Price	Curr
10	Material No.	6030DI-1PMCM	1.000	EA	8764.00	8764.00	USD
	Material Description	2 YEAR 36HR ON-SITE W/PMI					

Total Unit Price	8764.00
Grand Total	8764.00

The grand total price of our quotation does not include pricing for alternatives and/or options

Service Quotation

smiths detection

bringing technology to life

Smiths Detection
 2202 Lakeside Blvd
 Edgewood Maryland 21040
 USA
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Valid from	04-01-2022 Valid to 01-01-2023	Quotation No	20129518
Date	11-30-2022	Customer Reference No.	
Sold to No.	309859	Customer Reference Date	
Sold to name	NASSAU CNTY BOCC ATTN: FACILITIES	RMA No.	
Sold to address	45195 MUSSELWHITE ROAD CALLAHAN Florida 32011 USA		
Equipment		Planned Service	-
Material		Warranty Details	-
Serial No.			-
Quantity	1	Contract Details	-

Additional Remarks	<p>On-Site Service Agreement Renewal HS 6030DI - SN 63359 Term: 6/13/2022 - 6/12/2024</p> <p>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 Reachbacktm-ReachbackIDtm # 24 hour by 7 day Call Center Support One Annual Preventive Maintenance check. Complete operational and calibration procedure performed</p>
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Standard Terms and Conditions	<p>This sale is subject to Smiths Detection Terms and Conditions of service and sale. All other terms and conditions are hereby expressly rejected.</p> <p>Smiths Detection terms and conditions are available on our website: https://www.smithsdetection.com/terms-conditions/terms-conditions-us/</p>
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Customer acknowledge (sign):

Date:

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Smiths Detection Inc. (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Smiths Detection Inc. (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Erica Ramos

Print Name: Erica Ramos

Date: May 5, 2022

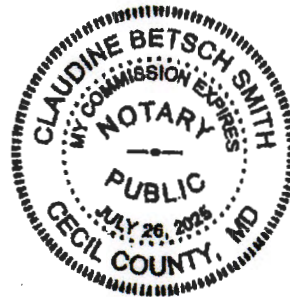
STATE OF ~~FLORIDA~~ MARYLAND
COUNTY OF Cecil

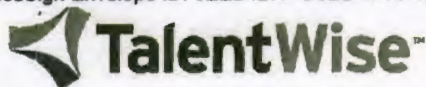
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5/5/2022 (Date) by ERICA RAMOS (Name of Officer or Agent, Title of Officer or Agent) of Smiths Detection, Inc. (Name of Contractor Company Acknowledging), a Nevada (State or Place of Incorporation) Corporation, on behalf of the Corporation. He She is personally known to me or has produced _____ as identification.

Claudine B. Smith
Notary Public

Claudine B. Smith
Printed Name

My Commission Expires: 7/26/2025





To Whom It May Concern,

RE: Smiths Group (including John Crane, Smiths Detection and Smiths Interconnect companies)

TalentWise, Inc. is a 3rd party Consumer Reporting Agency (CRA) in contract with Smiths Group to serve as a Designated Agent for the E-Verify Employment Eligibility Verification program. Smiths Group's E-Verify account through TalentWise is Client ID Number **498019**. Under Client Company Name: **John Crane**.

As an E-Verify Designated Agent, TalentWise is able to run multiple companies through a single Client ID so long as the companies are owned by a sole entity regardless of multiple, Employer ID Numbers (EIN). In this case John Crane, Smiths Detection and Smiths Interconnect companies are all owned by Smiths Group.

Thank you,

A handwritten signature in black ink, appearing to read 'Nick Litz', written over a faint circular stamp or watermark.

Nick Litz
Account Manager
TalentWise

AGENCY CUSTOMER ID: CN102995789

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED SMITHS DETECTION INC. - EDGEWOOD 2202 LAKESIDE BLVD. EDGEWOOD, MD 21040	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Excess Liability placement was brokered by Marsh Limited (London, UK). Marsh USA Inc. has only acted in the role as consultant to the client with respect to this placement, which is indicated here for your convenience.

Requisition Form

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS
Smiths Detection Inc. 2202 Lakeside Blvd Edgewood, MD 21040

DEPARTMENT
Facilities Maintenance

REQUESTED BY
Evelyn Burton / Les Burnsed

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE			STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	HCH X-ray Machine Service	01074712-546020				Encumber Contract	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT			
1	X-Ray Machine Service Agreement	4.00	\$ 1,095.50	\$ 4,382.00		Quarterly Payments:\$1095.50	
	X-Ray: Hi-Scan Model# 6030DI; Serial# 63359			\$ 0.00		(Invoiced quarterly)	
	Fiscal year: 10/1/22 - 9/30/2023			\$ 0.00		Total Annual Payment: \$4382.00	
				\$ 0.00		Total 2 yr Agreement: \$8764.00	
				\$ 0.00			
				\$ 0.00			
	Automatic encumber through contract term			\$ 0.00			
				\$ 0.00			
	Contract Term: Execution - 6/12/2024			\$ 0.00			
	Purchasing Policy 4.2			\$ 0.00			
	Sole Source documentation included			\$ 0.00			
				\$ 0.00			
	FY2023 Funds			\$ 0.00			
	Budget transfer for referenced account will take			\$ 0.00			
	place as soon as FY2023 funds available			\$ 0.00			
				\$ 0.00			
				\$ 0.00			
				\$ 0.00			
				\$ 0.00			

ORIGINAL - FINANCE
COPY - DEPARTMENT

Shipping \$ 0.00
Total \$ 4,382.00

Department Head

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Doug Podiak 12/6/2022

Office of Management and Budget

I attest that, to the best of my knowledge, funds are available for payment.

Chris Lacambra 12/7/2022 12/7/2022

Procurement Director

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

Russell Adams 12/8/2022

County Manager

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Taco E. Pope AICP 12/13/2022

Clerk: _____
Date: _____

Exemptions / Sole Source / Single Source Certification Form

Date: September 20, 2022 Project: X-Ray Machine Maintenance
Vendor Name: Smiths Detection FY Cost: \$4,3282.00
Address: 2202 Lakeside Blvd Total Cost: \$8,764 / 2yr Agreement
Phone: 862-222-6789 Account: 01074712-546020
Contact Name: Kelli O'Reilly

Description of Goods and/or Services:
2-year service agreement for the X-Ray Machine HI-SCAN 6030DI-1PMCM at the Historic Courthouse

Source of Funds: [X] County [] State [] Federal [] Other

Check one (1) of the following choices:

- [] Exempt purchase: [] Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
[] Professional Services: Nassau County Purchasing Policy (Chapter 1, Article VII, Section 1-141) - Purchasing policy Section (e) Purchases exempt from competitive or alternative methods.
[] Communications (5.2 - Nassau County Purchasing Policy Exemption)
[] Publications (5.3 - Nassau County Purchasing Policy Exemption)
[] Lodging and Transportation (5.5 - Nassau County Purchasing Policy Exemption)
[] Other Professional Services (5.8 - Nassau County Purchasing Policy Exemption)

- [] Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase. (Attach letter from the vendor)
[X] Sole Source: The goods or services can be legally purchased from only one source. (Attach letter from the vendor). Were alternatives evaluated? Yes [] (If yes, explain why alternatives are unacceptable) No [X] (If no, explain why no alternatives were evaluated)

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

The Smiths Detection X-ray machine can only be serviced by Smiths Detection

Department Head/Managing Agent - I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.

Doug Podiak

Procurement Director - I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

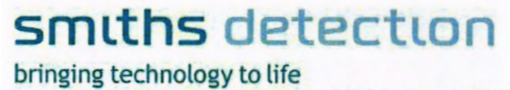
Russell Adams

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.

Chris Lacambra

County Manager - I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Taco E. Popey AICP



2202 Lakeside Blvd.
Edgewood, MD 21040
Danyel DeVoe
Phone: (410) 612-4000
danyel.devoe@smiths-detection.com

April 1, 2022

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 provider for replacement parts in the United States for all Smiths Detection manufactured equipment. Additionally, Smiths Detection is the only service provider that carries a Safety Act Certification in the United States for Smiths Detection manufactured equipment. Smiths Detection uses OEM Certified Field Service Techs to perform services.

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

Sincerely,

Danyel DeVoe
Service Sales Manager

Certificate Of Completion

Envelope Id: 0EEB427FCC2E449990B0F9032067873B	Status: Completed
Subject: Please DocuSign: CM3241 - Smiths-Detection - HCH X-Ray Detection Machine Maintenance - \$8764.00	
Source Envelope:	
Document Pages: 20	Signatures: 16
Certificate Pages: 6	Initials: 21
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Evelyn Burton
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	eburton@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Evelyn Burton	Location: DocuSign
12/2/2022 9:50:33 AM	eburton@nassaucountyfl.com	
Status: Original	Holder: Marshall Eyerman	Location: DocuSign
12/13/2022 2:13:18 PM	MEyerman@nassaucountyfl.com	


Signer Events

Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 12/2/2022 10:07:16 AM Viewed: 12/6/2022 2:29:32 PM Signed: 12/6/2022 2:29:46 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 12/6/2022 2:29:50 PM Viewed: 12/7/2022 8:34:07 AM Signed: 12/7/2022 8:35:31 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 12/7/2022 8:35:36 AM Viewed: 12/7/2022 8:39:22 AM Signed: 12/7/2022 8:39:29 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 12/7/2022 8:39:33 AM Viewed: 12/8/2022 4:09:26 PM Signed: 12/8/2022 4:09:36 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p>	<p><i>AJ</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 12/8/2022 4:09:42 PM Viewed: 12/13/2022 8:51:34 AM Signed: 12/13/2022 8:51:38 AM</p>
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

<p>Rick Beers Rick.Beers@smiths-detection.com VP of Finance Security Level: Email, Account Authentication (None)</p>	<p><i>Rick Beers</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 136.226.49.110</p>	<p>Sent: 12/13/2022 8:51:43 AM Viewed: 12/13/2022 9:31:55 AM Signed: 12/13/2022 9:34:32 AM</p>
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Electronic Record and Signature Disclosure:
 Accepted: 12/13/2022 9:31:55 AM
 ID: 9cc068ee-d5ea-4258-a7c3-471843dbe125

<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 12/13/2022 9:34:39 AM Viewed: 12/13/2022 9:40:58 AM Signed: 12/13/2022 9:41:07 AM</p>
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 12/13/2022 9:41:13 AM Viewed: 12/13/2022 2:12:35 PM Signed: 12/13/2022 2:12:51 PM</p>
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Evelyn Burton eburton@nassaucountyfl.com Procurement Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/13/2022 2:13:18 PM Viewed: 12/13/2022 2:13:18 PM Signed: 12/13/2022 2:13:18 PM</p>
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Electronic Record and Signature Disclosure:
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Carbon Copy Events	Status	Timestamp
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/13/2022 2:12:57 PM Viewed: 12/13/2022 2:22:44 PM
Procurement Staff BOCCProcurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/13/2022 2:13:00 PM
Jennifer Kirkland jkirkland@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/13/2022 2:13:03 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/2/2022 10:07:16 AM
Certified Delivered	Security Checked	12/13/2022 2:12:35 PM
Signing Complete	Security Checked	12/13/2022 2:12:51 PM
Completed	Security Checked	12/13/2022 2:13:03 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.