



Amendment No. 4
to
Contract No. NS130000027
for
Maintenance Agreement for Nicolet 6700 Optical Spectrometer Mainframe
between
Thermo Electron North America
dba Thermo Electron North America, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 27, 2017 through June 26, 2018. No options will remain.
- 2.0 The total contract amount is increased by \$11,333.70 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/27/2013 – 06/26/2014	\$10,794.00	\$10,794.00
Amendment No. 1: Option 1 – Extension 06/27/2014 – 06/26/2015	\$10,794.00	\$21,588.00
Amendment No. 2: Option 2 – Extension 06/27/2015 – 06/26/2016	\$10,794.00	\$32,382.00
Amendment No. 3: Option 3 – Extension 06/27/2016 – 06/26/2017	\$10,794.00	\$43,176.00
Amendment No. 4: Option 4 – Extension 06/27/2017 – 06/26/2018	\$11,333.70	\$54,509.70

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Carla Richardson 4/3/17

Printed Name: Carla Richardson
Authorized Representative

Thermo Electron North America
P.O. Box 742775
Atlanta, Georgia 30374-2775
(800) 532-4752
douglas.olson@thermofisher.com

Sign/Date: Mike Zambrano Jr 6-6-17

Mike Zambrano, Jr.
Contract Management Specialist III
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 3
to
Contract No. NS130000027
for
Maintenance Agreement for Nicolet 6700 Optical Spectrometer Mainframe
between
Thermo Electron North America
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective June 27, 2016 through June 26, 2017. One option will remain.
- 2.0 The total contract amount is increased by \$10,794.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/27/2013 – 06/26/2014	\$10,794.00	\$10,794.00
Amendment No. 1: Option 1 – Extension 06/27/2014 – 06/26/2015	\$10,794.00	\$21,588.00
Amendment No. 2: Option 2 – Extension 06/27/2015 – 06/26/2016	\$10,794.00	\$32,382.00
Amendment No. 3: Option 3 – Extension 06/27/2016 – 06/26/2017	\$10,794.00	\$43,176.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Joanne Eisenzimmer

Digitally signed by Joanne Eisenzimmer
DN: cn=Joanne Eisenzimmer, o=Thermo Electron North
America LLC, ou,
email=joanne.eisenzimmer@thermofisher.com, c=US
Date: 2016.06.08 11:46:37 -0500

Printed Name: Joanne Eisenzimmer
Or other Authorized Representative
Thermo Electron North America
P.O. Box 712102
Cincinnati, Ohio 45271-2102

Douglas.olson@thermofisher.com
608-276-6275
800-532-4752

Sign/Date: [Signature]

Joe Barrios
Contract Compliance Specialist Senior
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. NS130000027
for
Maintenance Agreement for Nicolet 6700 Optical Spectrometer Mainframe
between
Thermo Electron North America
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective June 27, 2015 through June 26, 2016. Two options will remain.
- 2.0 The total contract amount is increased by \$10,794.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/27/2013 – 06/26/2014	\$10,794.00	\$10,794.00
Amendment No. 1: Option 1 – Extension 06/27/2014 – 06/26/2015	\$10,794.00	\$21,588.00
Amendment No. 2: Option 2 – Extension 06/27/2015 – 06/26/2016	\$10,794.00	\$32,382.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Joanne

Sign/Date: Eisenzimmer

Printed Name: Joanne Eisenzimmer

Authorized Representative

Thermo Electron North America
P.O. Box 712102
Cincinnati, Ohio 45271-2102

Douglas.olson@thermofisher.com

608-276-6275

800-532-4752

Digitally signed by Joanne Eisenzimmer
DN: cn=Joanne Eisenzimmer, o=Thermo Electron North
America LLC, ou,
email=joanne.eisenzimmer@thermofisher.com, c=US
Date: 2015.05.14 12:54:17 -0500

Sign/Date:


Joe Barrios
Contract Compliance Specialist Senior
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

5/18/15



Amendment No. 1
of
Contract No. NS13000027
for
Maintenance Agreement for Nicolet 6700 Optical Spectrometer Mainframe
between
Thermo Electron North America
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective June 27, 2014, the term for the extension option will be June 27, 2014 to June 26, 2015 and there are three remaining options.
- 2.0 The total contract amount is increased by \$10,794.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 6/27/2013 - 6/28/2014	\$10,794.00	\$10,794.00
Amendment No. 1: Option 1 6/27/2014 - 6/26/2015	\$10,794.00	\$21,588.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Rosa Ferguson 4/29/14
Printed Name: Rosa Ferguson
Authorized Representative

Signature & Date: Debbie DePaul 7/7/14
Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office

Thermo Electron North America
PO Box 712102
Cincinnati, OH 45271-2102



Financial and Administrative Service Department
Purchasing Office
P.O. Box 1088, Austin, TX 78767

June 25, 2013

Thermo Electron North America
Attn: Jacqueline Hendrix
1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407

Dear Jacqueline:

The City of Austin approved the execution of a contract with your company for a Renewal Maintenance Agreement for Nicolet 6700 Optical Spectrometer Mainframe in accordance with the referenced solicitation.

Responsible Department:	Austin Police Department
Department Contact Person:	Gloria Rodriguez
Department Contact Email Address:	gloria.rodriguez@austintexas.gov
Department Contact Telephone:	512-974-5107
Project Name:	Renewal Maintenance Agreement for Nicolet 6700 Optical Spectrometer Mainframe
Contractor Name:	Thermo Electron North America
Contract Number:	NS130000027
Contract Period:	06/27/13 - 06/26/2014
Dollar Amount	\$10,794.00
Extension Options:	Four 12-Month Options
Requisition Number:	RQM 8700 13041100324
Solicitation Number:	N/A
Agenda Item Number:	N/A
Council Approval Date:	N/A

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Alberto Banda, Contract Manager at 512-974-5273.

Sincerely,

Israel Espinoza
Buyer I
Purchasing Office
Finance and Administrative
Service Department

cc: Gloria Rodriguez, APD
Alberto Banda, APD

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Thermo Electron North America ("Contractor")
for
Renewal Maintenance Agreement for Nicolet 6700 Optical Spectrometer Mainframe
MA 8700 NS130000027**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Thermo Electron North America having offices at West Palm Beach, FL 33407 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Standard Purchase Terms & Conditions, (Section 0300) incorporated by reference with the same force and effect as if they were incorporated by full text (The full text version of this Section is available, on the Internet at the following online address: <http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-terms-conditions.pdf>)
- 1.1.3 Thermo Electron North America's support plan quotation #20328127/-3 including subsequent clarifications.

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Standard Purchase Terms & Conditions, (Section 0300) as referenced in Section 1.1.2
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. Contract start date is 6/27/13.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$10,794.00 for the initial Contract term and \$10,794.00 for the next three extension options, and \$11,333.70 for the final extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

- 1.6.1 Support Plan Terms and Conditions, Paragraph 12, subparagraph e is deleted in its entirety.
- 1.6.2 Support Plan Terms and Conditions, Paragraph 12, subparagraph g is deleted in its entirety.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Thermo Electron North America

CITY OF AUSTIN

Sarah Danish
Printed Name of Authorized Person

Erin D'Vincent Israel Espinoza
Printed Name of Authorized Person

Sarah Danish
Signature

[Signature]
Signature

Senior Support Specialist
Title:

Buyer II Buyer I
Title:

6/21/13
Date:

6/21/13
Date:

Exhibit A Thermo Electron North America's support plan quotation #20328127/-3
Exhibit B Indemnification, Limitation of Liability, and Insurance Addendum
Exhibit C Thermo Electron North America Sole Source Letter

Exhibit A

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

GLORIA RODRIGUEZ
AUSTIN POLICE DEPARTMENT
812 SPRINGDALE RD
AUSTIN TX 78701

Phone: 512-974-5107
Fax: 512-974-6648
Email: GLORIA.RODRIGUEZ@AUSTINTEXAS.GOV

SUPPORT PLAN QUOTATION	
QUOTATION Number:	20328127 / -3
Coverage Start Date:	June 27, 2013
Coverage End Date:	June 26, 2014
Quotation Expires:	June 26, 2013

Customer agrees to make full payment within thirty days of invoice. Alternative payments are available at an additional finance fee. Prices shown on this sheet are exclusive of all state, local, use, excise and/or other taxes.

Material	Description	Serial Number	Price	
912A0581	Nicolet 6700 Optical Spectrometer Mainfr	AHR0700751		
	Coverage: UNITY ESSENTIAL PLAN - NICOLET FT-IR		4,995.00	USD
0039-199	Diamond Swivel Slip Clutch Device	805001		
	Coverage: Nicolet FT-IR Options		402.00	USD
912A0581	Nicolet 6700 Optical Spectrometer Mainfr	AHR0801592		
	Coverage: UNITY ESSENTIAL PLAN - NICOLET FT-IR		4,995.00	USD
0039-199	Diamond Swivel Slip Clutch Device	705002		
	Coverage: Nicolet FT-IR Options		402.00	USD

UNITY ESSENTIAL SUPPORT PLAN FT-IR

Essential Support Plan Features:

- ~ Unlimited number of demand on-site service visits with a maximum 72-hour response
- ~ Engineer labor and travel is included
- ~ Priority status for technical support inquiries
- ~ One (1) scheduled Preventative Maintenance visit
- ~ Kit of basic consumables required for routine Preventive Maintenance
- ~ Factory-certified replacement parts included
- ~ Software updates and notifications
- ~ 10% discount on Institute based or on-site Trainings purchased during the contract validity period. Application or method development courses are excluded.
- ~ 20% discount on Software Upgrades

Base Coverage Exclusions:

Computers not provided by Thermo Scientific or computers with operating systems older than Windows XP. Buy-in parts and engineering specials. Consumable items such as cassettes, diskettes, external cables, gas cells, gaskets, grease, ink, light bulbs, o-rings, ribbons, temperature controllers and paper. Unless covered by a specific contract option, third party accessories, GC ovens, autosamplers, mapping stages, multiple Raman lasers, 960 Raman lasers and sampling accessories (including Spectra-Tech and Smart Accessories). Complete system replacement is not covered under contract.

OPTION YEAR PRICING:

YEAR 1: 6/27/14 TO 6/26/15 = \$10,794.00
 YEAR 2: 6/27/15 TO 6/26/16 = \$10,794.00
 YEAR 3: 6/27/16 TO 6/26/17 = \$10,794.00
 YEAR 4: 6/27/17 TO 6/26/18 = \$11,333.70

Exhibit A

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

SUPPORT PLAN QUOTATION	
QUOTATION Number:	20328127 / -3
Coverage Start Date:	June 27, 2013
Coverage End Date:	June 26, 2014
Quotation Expires:	June 26, 2013

GLORIA RODRIGUEZ
AUSTIN POLICE DEPARTMENT
812 SPRINGDALE RD
AUSTIN TX 78701

Phone: 512-974-5107
Fax: 512-974-6648

Support Plan Sub-Total	10,794.00	USD
Support Plan Total	10,794.00	USD

Thermo Fisher Scientific looks forward to providing service on those instruments specified above subject to the terms and conditions stated on the attached document. If you have questions, please call 800-532-4752 to contact your support plan specialist MIKE THOMAS.

ACCEPTANCE OF SUPPORT PLAN

AUSTIN POLICE DEPARTMENT

Thermo Electron North America, LLC

Signature

Date

Signature

Date

PO Number

Support Plan Specialist

EXHIBIT B

INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE ADDENDUM TO AGREEMENT FOR PRODUCTS/SERVICES

BETWEEN

Thermo Electron North America LLC (Seller)

AND

City of Austin (Buyer)

Notwithstanding anything contained in the above-referenced Agreement for Products/Services (the "Agreement") to the contrary, the terms and conditions of this Addendum shall govern the rights and obligations of the parties hereto and in the event of a conflict between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall prevail.

INDEMNIFICATION AND LIMITATION OF LIABILITY

Seller agrees to indemnify, defend and save Buyer, its officers, directors, employees, agents and representatives harmless from all losses, expenses, demands and claims made against Buyer, its officers, directors, employees, agents or representatives because of any personal injury, death or 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; provided, however, that in no event shall Seller be liable for any indirect, special, consequential or incidental damages, regardless of whether Seller (a) has been informed of the possibility of such damages or (b) is negligent. The Buyer shall provide prompt written notice of any third party claim covered hereunder to the Seller. The Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. The Buyer agrees to cooperate reasonably with the Indemnifying Party in connection with the performance by the Seller of its obligations under this Addendum. Notwithstanding the above, Seller's liability for indemnification and damages, in the aggregate, shall be limited to an amount equal to the lesser of (a) the total purchase price theretofore paid by Buyer to Seller with respect to the product(s) giving rise to such liability or (b) one million dollars (\$1,000,000).

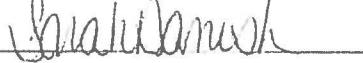
INSURANCE

Seller will maintain and carry liability insurance which includes but is not limited to employer's liability, workmen's compensation, general liability, public liability, property damage liability, product liability, completed operations liability and contractual liability in amounts set forth below with insurance companies rated A or better by "A.M. BEST" rating services. Insurance includes (a) Commercial General Liability (CGL) insurance for a limit of \$2,000,000 (two million) for each occurrence and \$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 (one million), (c) Automobile liability of \$2,000,000 (two million) and (d) Excess/Umbrella Liability. Seller's CGL and Automobile Liability policies will name the Buyer as an additional insured to the extent of Seller's negligence. No policy will include a waiver of subrogation. Insurance coverage shall not be materially changed without thirty-(30) day advance notification to Buyer from carrier and if requested by Buyer, certificates of insurance shall be furnished from its carrier evidencing the foregoing coverage. Such evidence of insurance shall be provided by using the standard ACORD form.

Buyer: City of Austin

Seller: Thermo Electron North America LLC

Israel Espinoza 
Name:


Name:

6/21/13
Date

6/21/13
Date

Exhibit C

Albert Banda

Contract Compliance Specialist Sr.

APD Procurement & Contract Compliance Services

Phone 512-974-5273

Fax 512-974-5960

2/27/2013

Dear Alberta,

Thermo Electron North America is the sole source equipment manufacturer and service provider for all Thermo Electron North America spectrometers, parts, training, technical support, field service support, and software.

The systems and any attached peripherals use a technologically advanced method to analyze chemicals and to identify unknown samples. Thermo Electron North America has proprietary rights to the design and software utilized in this instrumentation. Thermo Electron North America is the only company with access to performance verified component parts, spare parts, software, technical support, upgrades and engineering resources to maintain the original operating specifications for your Thermo Electron North America system. Thermo Electron North America Field Service Engineers (FSE's) for this instrumentation are the only certified and factory trained engineers available. Thermo Electron North America FSE's are part of an organization that is ISO certified.

The prices listed on the support plan are those as charged to any other customer with the same model, age of instrument, instrument configuration, and like contract type.

We appreciate the opportunity to continue the valued service relationship with you. If you have any questions regarding this information please call me at (608) 273-6823 or by e-mail at Michael.I.Thomas@ThermoFisher.com

Sincerely,

Mike Thomas

Sales Specialist

Thermo Electron North America, LLC

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. N/A**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 25th day of June, 2013

CONTRACTOR

Theemo Fisher Scientific
Lisa Hampton

Authorized Signature

Lisa Hampton

Title

Manager, Human Resources



MEMORANDUM

Austin Police Department *Administrative Bureau*

TO: Art Acevedo, Chief of Police

FROM: Albert Banda, Contract Compliance Specialist Sr.

DATE: April 11, 2013

SUBJ: Signature on sole source memo – for Thermo Electron North America, Renewal Maintenance Agreement for Nicolet 6700 Optical Spectrometer Mainframe, S/N AHR0700751, Essential Plan Nicolet FT-IR, Diamond Swivel Slip Clutch Device, Nicolet FT-IR Options, Nicolet 6700 Optical Spectrometer Mainframe S/N AHR0801592, Essential Plan Nicolet FT-IR Diamond Slip Clutch, Nicolet FT-IR options. The annual maintenance cost is \$10,794.00 for the first year and \$10,794.00 for the next three extension options and \$11,333.70 for the final extension option for a total cost of \$54,509.70.
These instruments are used at the Austin Police Department Chemical/Crime Lab.

Chief or Assistant Director Alice Suter, attached for your review and signature is a sole source memo to facilitate the Renewal Maintenance Agreement for the Nicolet 6700 Optical Spectrometer's S/N's AHR0700751 & AHR0801592. Above referenced equipment is used at the Austin Police Department Chemical/Crime Lab. I have attached a copy of the quote, PRF and sole source documentation.

Please call me when ready.

If you have any questions, please contact me at 974-5273.

AB/ab



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 04/11/2013

DEPT: Austin Police Department

TO: Purchasing Officer or Designee

FROM: Albert Banda

BUYER: Jeffery Dilbert

PHONE: (512) 974-5273

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☐ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- services performed by blind or severely disabled persons
- goods purchased by a municipality for subsequent retail sale by the municipality
- electricity
- advertising, other than legal notices
- Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

The Austin Police Department Chemical/Crime Lab owns a couple of Thermo Electron spectrometers used in the analysis of evidence. The lab will continue to operate using these instruments in the processing of evidence. Therefore, it is necessary for the Department to enter into a maintenance agreement for these instruments. Thermo Electron is the sole equipment manufacturer and service provider for all Thermo Electron spectrometers and software. Thermo Electron has proprietary rights to the design and software utilized in the instrumentation. No other company has access to software, parts, or engineering resources necessary to maintain the original operating specifications for the Thermo Electron system.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex (valuation of other firms, knowledge of market, etc).

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Thermo Electron North America LLC which will cost approximately \$54,509.70 (Provide estimate and/or breakdown of cost).

Recommended
Certification

Albert Banda 4-11-13
Originator Date

Approved
Certification

Alicia 5-21-13
Department Director or designee Date

[Signature] 5/21/13
Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

ladiri 5-31-13 SA
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee Date

02/26/2013