



AGENDA
Committee on Ways and Means
Friday, June 14, 2019 @ 8:30 a.m.
City Council Conference Room, City Hall 10th Floor

Councilmember Spitzley, Chair
Councilmember Spadafore, Vice Chair
Council Member Dunbar, Member

- 1. Call to Order**
- 2. Approval of Minutes**
 - May 24, 2019
- 3. Public Comment on Agenda Items**
- 4. Discussion/Action:**

A.) Sole Source Purchase – Lansing Police Department request for Thermo Scientific Inc. as the vendor for the purchase of the Tru Narc Substance Testing Device

- 5. Other**
- 6. Adjourn**



MINUTES
Committee on Ways and Means
Friday, May 24, 2019 @ 8:30 a.m.
10th Floor Conference Room, City Hall

CALL TO ORDER

The meeting was called to order at 8:30 a.m.

ROLL CALL

Council Member Patricia Spitzley, Chair- excused
Council Member Peter Spadafore, Vice Chairperson
Council Member Kathie Dunbar, Member

OTHERS PRESENT

Sherrie Boak, City Council
Eric Brewer, Council Internal Auditor
Joseph Abood, Chief Deputy City Attorney
Joe McClure, LPD
Angela Bennett, Finance Director
Dean Johnson, Public Service Engineer

Minutes

MOTION BY COUNCIL MEMBER DUNBAR TO APPROVE THE MINUTES FROM APRIL 26, 2019 AS PRESENTED. MOTION CARRIED 2-0.

Public Comment

No public comment

Discussion/Action

RESOLUTION – Grant Acceptance; Michigan Department of Environmental Quality Scrap Tire Grant

Mr. Johnson provided details to the Committee on the grant which is a State incentive to promote the use of an asphalt paving material that will combine old disposed tires in landfills. The grant pays 50% of the project, and the City will be using the material on Mt. Hope from Aurelius to Fidelity, and an easement area from Fidelity to the City limits. There is no difference in the performance or the life of the road material, and the cost, Mr. Johnson noted is higher, with more of a 60/40 match. The State is looking to promote assisting in removing tires from the landfills, so they are providing an incentive to use the asphalt that has the tires in it, but there is no performance incentive in the material. Council Member Spadafore asked if there will be a difference in the process when it comes time to repair that section of street and Mr. Johnson said it would not be any different. Mr. Johnson concluded his outline by stating this section of road in their project will use 2,700 tires, and they plan to begin June, 2019.

MOTION BY COUNCIL MEMBER DUNBAR TO APPROVE THE RESOLUTION FOR THE MDEQ GRANT FOR SCRAP TIRES. MOTION CARRIED 2-0.

RESOLUTION – Grant Acceptance; JAG Grant

Mr. McClure confirmed it was an annual grant and this one will be used for computer equipment for the Real Time Crime Center. The City will obtain \$106,630 of the funds with no match and Ingham County will get \$11,018. Council Member Dunbar asked what the grant will cover. Ms. Bennett first added that there are also funds coming from the funds of the Townsend Ramp sale, and all funds we will use for a program and equipment that assesses crime action in the City via the already stationed cameras.

MOTION BY COUNCIL MEMBER DUNBAR TO APPROVE THE RESOLUTION FOR THE JAG GRANT. MOTION CARRIED 2-0.

OTHER

No other topics of discussion

ADJOURN

Adjourn at 8:40 a.m.

Submitted by,

Sherrie Boak, Office Manager

Lansing City Council

Approved by the Committee on

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson CPPB, Senior Buyer
DATE: May 22, 2019
SUBJECT: Sole Source Purchase – Thermo Scientific Inc.

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Lansing Police Department
Vendor: Thermo Scientific Inc.
Item Purchased: Tru Narc Substance Testing Device
Dollar Amount: \$52,050.00

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

sr

**CITY OF LANSING**

124 W. Michigan Ave
Lansing, MI 48933
(517) 483-4128

TO: THERMO SCIENTIFIC INC
2 RADCLIFF RD
TEWKSBURY, MA 01876

PURCHASE ORDER	
P.O. NUMBER	P086004
DATE	05/22/19
VENDOR I.D.	V004171
DELIVERY DATE	
FOB	
REQUISITION NO	PR014428
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

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PHONE#

FAX#

DELIVER ITEMS TO:

LANSING POLICE - ADMINISTRATIVE SUPPORT
120 W MICHIGAN AVENUE 4TH FLOOR
LANSING, MI 48933

SEND INVOICE TO:

LANSING POLICE - ADMINISTRATIVE SUP
120 W MICHIGAN AVENUE 4TH FLOOR
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	TRUNARC, UNLIMITED, 3-YR WARRANTY, TRAIN 12, ENGLISH	2	EA	25,555.00	51,110.00
002	TRUNARC KIT, TYPE H, 100, ENG	2	EA	470.25	940.50
TAX					0.00
TOTAL					52,050.50

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Chief of Staff

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: May 14, 2019

SUBJECT: Sole Source – Thermo Fisher Scientific - True Narc

The Lansing Police Department requests that Thermo Fisher Scientific be designated as a Sole Source vendor for True Narc Substance Testing Device.

Please see the attached letter from Chief Mike Yankowski regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Thermo Fisher Scientific in the amount of \$ 52,050.50 from Byrne JAG grant per the request of the Lansing Police Department.

Attachment

Date:

5-15-19

Approved X Denied _____



Andy Schor, Mayor



Andy Schor, Mayor

Lansing Police Department

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4600
Fax: (517) 483-6003



Mike Yankowski, Chief

Date: April 18, 2019

The Lansing Police Department is currently using a Thermo-Scientific Tru Narc substance testing device in its daily operations. The device is housed with the Lansing Police Special Operations Section and is used to perform testing on suspected narcotics. This hand held device uses Raman Spectroscopy to identify the substance and, as such, requires no or limited physical manipulation of the substance. This aspect allows for officers to test and identify the substance without risking an exposure. Due to the frequent use, success of the unit, acceptance of results at the 54A court as well as the implementation of the devices at crime labs statewide, Lansing Police sought and received a Byrne JAG grant through the State of Michigan to purchase two additional Thermo-Scientific Tru Narc units. The grant was presented and approved by City Council.

The devices are purchased directly from the manufacturer and they do not allow for State or Local government GSA pricing. As such, the quote (and award) for the two new units is \$52,050.50. A Sole Source purchase would allow the department to train all officers (regardless of whether assigned to narcotics or patrol) with the ability to utilize the same device. The current unit has performed well and the company has been responsive to our needs. Deploying the same equipment also helps with the system updates such as the substance material library. For the reasons outlined above, I am requesting permission to purchase two (2) Thermo-Scientific Tru Narc devices through the Byrne JAG grant for the Lansing Police Department.

Thank you for your assistance with this matter,

A handwritten signature in black ink, appearing to read "Mike Yankowski".

Mike Yankowski, Chief of Police

"Capital City's Finest"

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

A part of: **ThermoFisher**
SCIENTIFIC

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Acceptance of Purchase

Quote: TN x 2 S3

By signing below, you (I) warrant that you are an authorized representative of your company, (II) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (III) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

_____ Signature of authorized company representative	_____ Date	_____ Phone#
_____ Print Name	_____ Title	_____ Email
_____ Model #	_____ Amount + S&H	_____ Purchase Order Number

E-mail to: pai.sales.ops@thermofisher.com

Fax to: 1-877-680-2568

Order Processing Address:

michael.nagle@thermofisher.com

Thermo Scientific Portable Analytical Instruments Inc
2 Radcliff Road
Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc
PO Box 415918
Boston, MA 02241-415918

Payment Details

Method of Payment

- ☐ Net 30 (Attach Credit Application & Credit References)
- ☐ Credit Card
- ☐ Check
- ☐ Wire Transfer

Sales Tax Application

- ☐ Yes Apply Sales Tax
- ☐ No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

****Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)****

Address Verification

Please make corrections if necessary below:

Bill to:

120 W Michigan Avenue
Lansing, Michigan 48933
United States

Ship to:

120 W Michigan Avenue
Lansing, Michigan 48933
United States

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

A part of: **ThermoFisher**
SCIENTIFIC

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised June 2017

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc. ("Seller") hereby offers for sale to the buyer ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, FOB Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time; Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to & risk of loss to the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

7. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace Products and/or provide additional parts or services as reasonably necessary to cause the Products to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Seller further reserves the right, in its sole discretion, to extend any Warranty Period if at the time that the Warranty Period would otherwise expire, there are ongoing concerns regarding a Product's conformance to the warranty stated herein. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefore at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS PROVIDED HEREIN, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR- FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. INDEMNIFICATION.

8.1. **By Seller.** Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. 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. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2. **By Buyer.** Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. **SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Thus, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. **LIMITATION OF LIABILITY.** LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED 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). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

11. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item.

Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

12. HAZARDOUS MATERIALS. Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs.

13. MEDICARE/MEDICAID REPORTING REQUIREMENTS. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

14. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (j) Seller may, in its sole discretion, provide (1) applicable Product training to Buyer or its employees, or (2) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees that any such samples shall be distributed to patients for patient use or, if not so distributed, returned to Seller. Buyer shall not use such samples to provide care to patient and shall not bill patients or third party payers for the provision of such samples. (k) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in this Agreement or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with HIPPA, cGMP or CT-PAT; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any Products or services provided hereunder for any period of time, any right of Buyer, itself or through any third party, to remediate any defects in, replace or reperform, any Products at Seller's cost or expense, any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation, any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market, or any waiver by Seller of any right to enforce any of the terms hereof).

V004171

INVOICE REPRINT

Invoice Number	Create Date	Page
INV96866	3/23/2019	1 of 1
PO#	Sales Order#	Payment Terms
signed quote	SO90367	Net 30
Inco 1	Inco 2	Ship Method
FOB	Tewksbury, MA	FedEx 2nd Day

Thermo Scientific Portable Analytical Instruments Inc.
2 Radcliff Rd.
Tewksbury, MA 01876

Remit Payment by EFT
Thermo Scientific Portable Analytical Instruments Inc.
Bank of America
ACH ABA number 111 000 012 Beneficiary Account
#4426843850

Wire ABA number 026 009 593 Beneficiary Account
#4426843850

Swift Code BOFAUS3N
Lock box: 415918

Remit to: Thermo Scientific Portable Analytical
Instruments Inc. PO Box 415918, Boston, MA 02241-
5918.

EIN number 01-0650031
Duns# 11-289-3131

Bill To : C14815

City of Lansing
Metro Lansing Police,
120 W Michigan Avenue
Lansing, MI 48933
United States

Seller :

Thermo Scientific Portable Analytical Instruments inc.
2 Radcliff Rd.
Tewksbury, MA 01876
T:(800)875-1578 Fax:(877)680-2568

Ship To :

City of Lansing
Metro Lansing Police,
120 W Michigan Avenue
Lansing, MI 48933
United States

Line Nbr	Material No.	Description	Qty	Unit Price	Total Price
1	800-01043-01	TruNarc, Unlimited, 3 Year Warranty, Train 12, English	2.0000 each	\$25,555.0000	\$51,110.00

Serial Numbers

TN5795

TN5796

2	810-01462-01	TruNarc Kit, Type H, 100, ENG	2.0000 each	\$470.2500	\$940.50
---	--------------	-------------------------------	-------------	------------	----------

Net Value for Item : \$51,110.00

Net Value for Item : \$940.50

Subtotal : \$52,050.50

Sales Tax : \$0.00

VAT Tax : \$0.00

Shipping Charges : \$0.00

VAT Freight : \$0.00

Total : \$52,050.50

Vendor No. _____
Voucher # _____
Acct. # _____
PO # _____
Authorization _____

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc terms and conditions shall apply and take precedence.

A part of: **ThermoFisher**
SCIENTIFIC

Sales Quotation

Quote Number	Created Date	Exp. Delivery Terms	Page
00153387	08/29/2018	ARO	1 / 6
Contact:	Phone	Payment Term	Valid To
Michael Nagle		Net 30	12/28/2018
Inco Terms	Shipping Method		
FOB Origin - Tewksbury	Fed Ex 2nd Day		

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Submitted To:

Robert Backus
Lt.
Special Operations
Lansing Police Department
120 w Michigan
Lansing, Michigan 48933
United States

Phone: (517) 483-4821
Email: robert.backus@lansingmi.gov

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:

Contact: Michael Nagle
Phone: (617) 716-9831
Fax:
Email: michael.nagle@thermofisher.com
Additional instructions, terms & conditions on last page

Pos.	Product Code	Product Name	Discount	Sales Price	Quantity	Total Price
10	800-01043-01	TruNarc, Unlimited, Warranty - 3 Yrs, Train-12	5.00%	USD 25,555.00	2	USD 51,110.00
		<i>List Price: USD 26,900.00</i> TruNarc Unlimited Model with 3 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the Instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.				
20	810-01462-01	TruNarc Solution Kit (Type H) - 100, English	5.00%	USD 470.25	2	USD 940.50
		<i>List Price: USD 495.00</i> TruNarc Solution Kit (Type H) for Identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment.				
			Total Discount:	USD 2,739.50	Total:	USD 52,050.50

Additional Comments:

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

A part of: **ThermoFisher**
SCIENTIFIC

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Applicant and Project Information

***Entity Name** City of Lansing

Implementing Agency: Lansing Police Department

Street Address: 120 W. Michigan

City: Lansing **State:** MI **Zip:** 48933

Phone:

***Project Title** Lansing Police Technology
Enhancements

***Program Area** Technology Enhancement Projects (RESTRICTED)

Start Date: 10/01/2018

End Date: 09/30/2019

***Population of geographic area served by this project:** 117,000

***County(ies) in which the project will operate**

State Wide	Alcona	Alger	Allegan	Alpena
Antrim	Arenac	Baraga	Barry	Bay
Benzie	Berrien	Branch	Calhoun	Cass
Charlevoix	Cheboygan	Chippewa	Clare	Clinton
Crawford	Delta	Dickinson	Eaton	Emmet
Genesee	Gladwin	Gogebic	Grand Traverse	Gratiot
Hillsdale	Houghton	Huron	✓ Ingham	Ionia
Iosco	Iron	Isabella	Jackson	Kalamazoo
Kalkaska	Kent	Keweenaw	Lake	Lapeer
Leelanau	Lenawee	Livingston	Luce	Mackinac
Macomb	Manistee	Marquette	Mason	Mecosta
Menominee	Midland	Missaukee	Monroe	Montcalm
Montmorency	Muskegon	Newaygo	Oakland	Oceana
Ogemaw	Ontonagon	Osceola	Oscoda	Otsego
Ottawa	Presque Isle	Roscommon	Saginaw	St. Clair
St. Joseph	Sanilac	Schoolcraft	Shiawassee	Tuscola
Van Buren	Washtenaw	Wayne	Wexford	

NOTE: If the applicant agency has: 1) not registered a DUNS number with the System for Award Management (www.sam.gov), formerly known as Central Contractor Registration; 2) is not current with annual registration; or, 3) does not have documentation identifying that the registration is in process, then the application will not be considered.

***Federal Tax Identification Number:** 38-6004628

***DUNS Number:** 069835882

***DUNS Number expiration date:** 9/10/2020

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Federal Funding Disclosure

Instructions:

- Please answer the following questions below.
- Click Save to save the page.
- *1) Did your jurisdiction receive direct Byrne Justice Assistance (BJA) formula grant funding within the past three years from the United States Department of Justice, Bureau of Justice Assistance?
Yes ✓
No

*Please explain, including:

- The amount of funding your jurisdiction was awarded and how the funds will be used.
- Why the funds you are requesting within this application were not considered to be funded with your direct BJA Grant.

BYRNE JAG 2015-\$86,092 used to upgrade electronics and technology within the department

Byrne JAG 2016 -\$95,900 utilized to upgrade and purchase technology related to computers and computer software

Byrne JAG 2017-\$101,260-Funds were used to purchase protective masks for officers and tactical team members for use during civil disturbances and hazardous operations.

Byrne JAG 2018-\$106,630-funds requested are associated to cost of a Real Time Crime Center. The cost exceeds the amount allocated therefore no excess funds remain.

The requested funds related to technology that accounts for the increased danger associated to unidentified substances as well as technology which would increase the efficiency of the detention center operations. The items were not included in the previous submissions due to the fact that they were not identified as needs several years ago and in the current request (2018), there were no available funds given the cost of the identified project.

- *2) Will the project you are applying for be supported by any other grant or foundation dollars (Federal, State or Private)?
Yes
No ✓

*Please explain:

There are not additional funding sources.

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

0000056-Lansing Police Department-19

Political Districts

***U.S. Congressional District**

State wide	District 1	District 2	District 3
District 4	District 5	District 6	District 7
✓ District 8	District 9	District 10	District 11
District 12	District 13	District 14	District 15

***State House District**

State Wide	District 1	District 2	District 3
District 4	District 5	District 6	District 7
District 8	District 9	District 10	District 11
District 12	District 13	District 14	District 15
District 16	District 17	District 18	District 19
District 20	District 21	District 22	District 23
District 24	District 25	District 26	District 27
District 28	District 29	District 30	District 31
District 32	District 33	District 34	District 35
District 36	District 37	District 38	District 39
District 40	District 41	District 42	District 43
District 44	District 45	District 46	District 47
District 48	District 49	District 50	District 51
District 52	District 53	District 54	District 55
District 56	District 57	District 58	District 59
District 60	District 61	District 62	District 63
District 64	District 65	District 66	District 67
✓ District 68	District 69	District 70	District 71
District 72	District 73	District 74	District 75
District 76	District 77	District 78	District 79
District 80	District 81	District 82	District 83
District 84	District 85	District 86	District 87
District 88	District 89	District 90	District 91
District 92	District 93	District 94	District 95
District 96	District 97	District 98	District 99
District 100	District 101	District 102	District 103
District 104	District 105	District 106	District 107
District 108	District 109	District 110	

***State Senate District**

State Wide	District 1	District 2	District 3
District 4	District 5	District 6	District 7
District 8	District 9	District 10	District 11
District 12	District 13	District 14	District 15
District 16	District 17	District 18	District 19

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Political Districts

District 20	District 21	District 22	✓	District 23
District 24	District 25	District 26		District 27
District 28	District 29	District 30		District 31
District 32	District 33	District 34		District 35
District 36	District 37	District 38		

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Grant Summary

***This brief summary will be used for a short description of your project and for press notification, should you be awarded a grant. Be sure your description accurately presents your project.**

The proposed technology enhancement grant seeks equipment which will assist the department by providing a method for officer safety as well as a new tool to increase department efficiency. This submission includes the purchase of Tru-Narc drug identification units as well as a portable finger print scanner.

Problem Statement

The Lansing Police Department services a population of approximately 117,000. Of the 202 sworn officers in the department, roughly half are assigned to patrol. During their time on patrol, both through dispatched calls and self-initiated activities, officers routinely encounter narcotics. In addition to the officers on patrol, the Lansing Police Department has a Special Operations Section (narcotics) with 9 sworn officers as well as 1 sworn officer assigned to a multi-jurisdictional drug team. In 2017, the Lansing Police Department was responsible for initiating 384 drug related cases. Not included in these cases is the fact Lansing undercover officers were also involved in the purchase of narcotics on 327 occasions. During this time period, the Lansing Police Department also recorded 239 responses for heroin overdoses (19 fatal). This was an increase from 2016 which saw 145 overdoses (21 fatal). As of September 1, 2018, the trend has continued to increase as we have recorded 178 overdoses (18 fatal). Over the last two years, Lansing Officers also learned of the danger of synthetic opioids on the drug market such as fentanyl and carfentanil. As a result, precautionary methods were put into place to keep officers safe in the presence of unknown substances. The majority of the department's actions included providing safety information/education as well as providing basic personal protection equipment. In an effort to minimize officer's exposure, a departmental policy was put into effect banning the testing of unknown substances. While this was a solution which provided officer safety, it was not an answer for in-custody drug cases which require testing. Efforts were made to educate the legal and judicial portions of our system to include meetings with the prosecutor's office and the district Chief Judge however neither would support search warrants or arraignments without a positive test for narcotics. The Lansing Police Department is requesting funds to purchase two (2) Thermo-Scientific Tru Narc devices to allow officers to test unknown substances both in the field as well as in the detention unit. The tests not only use a specific process which does not require physical manipulation of all substances but also has gained acceptance in a court setting for test validity. The two units would be used to cover the most common locations where drugs tests are required or needed. Between the multiple departments requiring it's use and the over 600 instances where officers encountered narcotics, two units would allow for all to operate more efficiently.

The Lansing Police Jail is a local lock up which processes the arrests effected by Lansing Police Officers but is also available to any agency lodging subjects for violations occurring inside of Lansing. In addition to Law Enforcement, the Agents from the Michigan Department of Corrections also occasionally lodge parolees who are detained for violations of their conditions. In the past, detention officers only printed subjects who were lodged for felony offenses. As a result, it was discovered on at least two occasions, that subjects processed at the jail for misdemeanors were misidentified for a variety of reasons. To rectify this, a new policy was put into place where all subjects processed in the City of Lansing Jail had to be positively identified before being released. This additional step, which required the use of electronic systems, typically added an hour to the booking process. When this increase in time is taken in context with the fact the LPD jail processed over 5,300 adults and juveniles in 2016, it shows just how much time this extra step accounts for. Estimates for 2018 from Lansing Jail administrators place this years number of processed persons at 7,200. In 2018, a DataWorks Plus portable scanner was tested in the jail. The staff used the scanner on all persons as part of the booking process. The machine worked quickly and was also effective. At the end of the demo, the equipment was returned due to the fact there was not money available in the budget for the purchase. Reverting back to the slower process was a disappointing result of not being able to purchase the equipment. It's value was recognized and appreciated.

In addition to the description of the problem described above, attached is a document which further details the problem, the request, the course of action and the budget for the grant submission.

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Problem Statement

RDB

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Project Description

Please see the attached title document. The document identifies the project goals of purchasing Thermo Scientific Tru-Narc units as well as a portable finger print scanner to be used by the Lansing Police Department.

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Project Timeline

***First Quarter**

The Program Narrative, which was submitted, identifies the equipment requested for purchase. The equipment would be available for purchase immediately upon approval of the grant and upon approval of expending funds through the City of Lansing contract process. This process is less than 30 days. Contact with the vendors has been established and training is available from Thermo Scientific. The Lansing Police Detention Unit has experience in using the portable finger print scanner model requested.

The expenses of purchasing the equipment would occur in the first quarter. Follow up during the quarter could include reports of scans and of subjects processed in the jail.

***Second Quarter**

The Lansing Police Department would comply with all grant reporting expectations to include monitoring the use of the equipment and reporting the findings of its implementation.

***Third Quarter**

The Lansing Police Department would continue to comply with all grant reporting expectations to include monitoring the use of the equipment and reporting the findings of its implementation.

***Fourth Quarter**

The Lansing Police Department would continue to comply with all grant reporting expectations to include monitoring the use of the equipment and reporting the findings of its implementation.

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Anticipated Outcomes and Performance Measures: Increased Officer Safety, Department effectiveness and Efficiency

***Goal (100 character max):**

Increased Officer Safety, Department effectiveness and Efficiency

***Performance Measures:**

Specific Measures related to the Tru-Narc device includes the number of scans conducted, the number of successfully identified substances, an increase of in-custody narcotics reports and persons arraigned for narcotic cases, a decrease in warrants and a comparison of successful versus unsuccessful device scans of unknown substances.

Additional measures include increased efficiency of the booking process in the LPD jail and adherence to a policy aimed at identifying subjects arrested.

***Objective 1:**

To increase the safety of officers and the efficiency of departmental operations through the integration of new technology.

***Activity(ies):**

Activities include following up on relevant data associated to the target areas of improvement: Officer safety and narcotics and quickly identifying processed subjects in the jail.

Objective 2:

Activity(ies):

Objective 3:

Activity(ies):

Objective 4:

Activity(ies):

Objective 5:

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Anticipated Outcomes and Performance Measures: Increased Officer Safety, Department effectiveness and Efficiency

Activity(ies):

Project Director

NAME Lt. Robert Backus	TITLE Lieutenant
ADDRESS 120 W Michigan Lansing MI 48933 Lansing Michigan-48933	
FAX NUMBER	EMAIL ADDRESS robert.backus@lansingmi.gov

Financial Officer

NAME Mr. Randy Endsley	TITLE Financial Officer
ADDRESS 124 W MICHIGAN AVE FL8 Lansing Michigan-48933-1665	
AGENCY Lansing Police Department	PHONE NUMBER (517) 483-4515
FAX NUMBER (517) 483-4524	EMAIL ADDRESS randy.endsley@lansingmi.gov

Authorized Official

NAME Capt. Eric Eichenberg	TITLE Administrative Captain
ADDRESS 120 W. Michigan Ave. Lansing Michigan-48933	
AGENCY Lansing Police Department	PHONE NUMBER (517) 483-6841
FAX NUMBER	EMAIL ADDRESS eric.eichenberg@lansingmi.gov

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Budget Narrative

Please see the attached budget narrative. Also attached are two quotes from the vendors regarding the requested equipment.

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Salaries, Wages and Fringe Benefits

Are there Fringe Benefits expenses associated with this position?

Yes ☒ No

Provide a specific description of this position (e.g., position title):

Grant Funds

Comments:

FTE

OR

Hours 0

Provide a specific description of the fringes associated with this position:

Grant Funds

Fringe Benefits, Check all that apply

FICA:

Dental Insurance:

Vision Insurance:

Retirement:

Hospital Insurance:

Life Insurance:

Unemployment Insurance:

Work Compensation:

Hearing Insurance:

Other:

Comments:

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Travel Expenses

Description:	Grant Funds
	\$0
Total	\$0

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Supplies and Materials

Provide a specific description of this budget item:	Grant Funds
DataWorks Plus Portable Fingerprint Scan	\$3,805
Total	\$3,805

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Equipment Expenses

Provide a specific description of this budget item:

Grant Funds

Thermo Scientific Tru Narc (2)

\$52,050

Total \$52,050

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Contractual (Subcontracts): NA

* Agency Type:

Local (City, Township, Village)

* Name of Contractor:

NA

* Services:

NA

* Does this include personnel?

Yes

✓

No

If yes, enter FTE:

If yes, enter number of
positions:

* Address:

0 NA

* City:

NA

* State:

Michigan

* Zip code:

48933

* Enter the dollar amount associated with the budget item.

Grant Funds

\$0

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Other Expenses

Provide a specific description of this budget item:

Grant Funds

Total

\$0

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Budget Summary

Line Item Titles		Grant Funds
SALARIES & WAGES		\$0
Total FTE/Hours	/ 0	
FRINGE BENEFITS		\$0
PERSONNEL TOTAL		\$0
TRAVEL		\$0
SUPPLIES & MATERIALS		\$3,805
CONTRACTUAL (Subcontracts/Subrecipients)		\$0
EQUIPMENT		\$52,050
OTHER EXPENSES		\$0
TOTAL		\$55,855

September 7, 2018

CITY OF LANSING
LANSING POLICE DEPARTMENT
Technology Enhancement Projects
Byrne Justice Assistance Grant (JAG) Program
00000056-Lansing Police Department-19

PROGRAM NARRATIVE
(Attachment)

**JAG FY 2019 - ENHANCEMENTS TO
LANSING POLICE TECHNOLOGY**

Description of the Issues (Goal)

The City of Lansing, County of Ingham, Michigan like many cities has a violent crime problem. As a result, the City of Lansing with multiple bordering jurisdictions, including the Ingham County Sheriff Department created a violent crime initiative to reduce crime by addressing the offenders and acknowledging the mobile component of crime, specifically violent crime in the area. The City's crime reduction partnership includes the Michigan State Police, Ingham County Sheriff, East Lansing Police, Lansing Community College and Michigan Department of Corrections to name a few. A result of this partnership is an increased level of activity both in self-initiated activity as well as the subsequent arrests. The Lansing Police Department seeks technology that will increase the safety of officers encountering and testing unknown substances as well as technology which will increase efficiency in identifying subjects processed at the Lansing Jail.

Objective

As a result of the partnerships, some of the increased activity as well as the focus on violent offenders has come in the form of new drug related charges. The two primary organizations in this effort, Lansing Police and Michigan State Police Secured Cities Program, have restrictions on the testing of drugs due to the safety hazard of drugs such as fentanyl and carfentanil. Lab testing as well as toxicology results confirm the presence of both in Lansing. While officers take the necessary precautions to stay around such substances, the legal realm has not acknowledged these dangers as it relates to in-custody reports without a positive field test conducted. Informative meetings have occurred at both the prosecutor and judicial levels of our system however neither have waived on their requirement of a positive field test. The purpose of this submission is to request two (2) Thermo Scientific Tru-Narc testing units. One of the units will be housed at the Lansing Police Department Jail and will be accessible to officers and other agencies who have made on-view arrests of persons in possession of suspected narcotics. The tests conducted by the Tru-Narc are accepted by the District Courts as an acceptable field testing method. Likewise, the Ingham County Prosecutor's Office has also accepted the positive tests as presumptive evidence in narcotic cases. The Tru-Narc offers the testing of unknown substances through a means of non-contact

by using a laser relying on Raman spectroscopy technology. The result is an accurate reading from a growing library of over 400 identifiable substances (to include fentanyl and carfentanil).

The City of Lansing needs a technology that provides local law enforcement with the ability to introduce layers of protection into a constantly evolving realm of harmful substances. Thermo Scientific recognizes this and includes 36 types of fentanyl in their library. Reviving our ability to make arrests on cases involving suspected narcotics will bolster our current Project Safe Neighborhoods Federal Partnership on Crime Reduction and Safe Cities partnership as well as provide a safe means for all Lansing Police Officers for years to come.

The Lansing Police Department Jail currently has a mandate to positively identify all subjects processed at our facility. In the past, an absence of this policy led to the release of subjects who were able to present some type of false identification. Currently, the process includes utilizing the Live Scan machine. This process, from start to finish, occupies approximately 45 minutes of a detention officers time. While this is not an extreme amount of time or effort, it is inefficient when considering the daily task of prisoner intake, prisoner movement, prisoner welfare responsibilities and prisoner release needs. All of these responsibilities are exacerbated by the all too common program in Law Enforcement: staffing. Currently, the Lansing Police Department has a shortage of detention officers due to retirements, retention, qualified applicants and the hiring processes. In early 2018, a demo version of the DataWorks Plus Evolution portable fingerprint scanner was tested as a means to positively identify detainees. The results were overwhelmingly positive from the detention officers and the detention sergeants. The use of the scanner greatly increased efficiency in the booking process by cutting the identification process down from 45 minutes to well under five. Due to the effective and efficiency of the unit, officers were able to accomplish this task as part of the intake procedure which resulted in less back log and necessary follow up at the busiest times. In addition to efficiency, the officers and sergeants also reported their satisfaction with the efficiency. Officers went so far as to contact the company and receive training to add newly hired officers to the user database. The use of the device and its effectiveness also has a positive effect on the employee morale as they saw how technology could reduce their daily workload. Sadly, the demo unit was returned and not purchased due to budget restrictions.

Project Design and Implementation (Activity)

The project design of the City of Lansing's Thermo Scientific Tru-Narc and DataWorks Plus portable finger print scanner could be put into place immediately. Each unit comes with minimal reoccurring costs such as data plans and testing vials. The associated costs are known and are accepted as the long term responsibility of the Lansing Police Department. The costs associated are also acceptable to each specific department's yearly budget.

Strategic analysis of the requested equipment will be measured in several ways. One such way will be the absence of officer exposures once the testing of unknown substances are resumed. Additionally, the success of narcotic related charges issued at

the time of arrest as opposed to charges being dismissed pending the results of a lab test will also serve as a means to monitor success. There are additional benefits to Raman spectroscopy which will be hard to measure but easily identifiable such as the discovery of specific types of narcotics identified by patrol officers from this comprehensive test and the ability to provide additional training or reports related to the patrol officers as a whole.

The portable finger print scanner will also be measured in terms of a negative or the absence of no positively identifying subjects. This is coupled with the already identified increases in efficiency to the booking intake process. The scanner specifically will have a data plan managed by DataWorks Plus through their current vendor, Verizon, and the unit itself will be managed by the current Lead Detention Officer group at our facility.

Capabilities and Competencies

Additional planning/coordination will include training sessions for officers and sergeants on the use and function of the Tru-Narc. This will be the core responsibility of a select group of trainers such as our current Field Training group as well as Detention Sergeants. Currently plans have one of the units located at the jail and would allow for detention sergeants to assist outside agencies who lodge subjects with our jail. The Detention officers will also be trained on the use of the portable fingerprint scanner from instruction by our Lead Detention Officers.

Plan for Collecting the Data Required for this Solicitation's Performance Measures

The City of Lansing will comply with all associated objectives and deliverables under the solicitation requirements. As a general practice, the Lansing Police Department compiles statistics related to arrests made and specific statutes cited. The Lansing Police will be able to compare the number of subjects lodged for narcotic violations in the forthcoming time periods against the time periods since a ban on substance testing was implemented. Additionally, specific time associated to identification will be captured and can be applied in general terms using statistics captured on persons booked at the Lansing Jail. Using known time requirements for the current process, a comparison will showcase the level of efficiency by means of identifying estimated time saved between the two methods.

Technology Request

Item	Cost	Total
Thermo Scientific Tru-Narc (2)	\$26,025	\$52,050
DataWorks Plus Evolution portable fingerprint scanner	\$3,805	\$3,805
Total Cost		\$55,855.00

2018 Direct Byrne JAG Award Summary Fund Project

Under application 2018-H3971-MI-DJ, the Lansing Police Department requested the use the Byrne JAG funds to assist in the purchase or creation of a real-time crime center. The requested funds (\$106,630) was identified as covering only a portion of the known expense. A real-time crime center that provides a comprehensive integration of surveillance cameras, criminal databases and computer-aided dispatch call analyzes is needed to streamline communication channels throughout our policing efforts and further provide a comprehensive view of real-time crime.

The purpose of this project is to use newly acquired electronic technology to increase officer safety as well as improve departmental operation efficiency.

Goals	Design	Implementation
Goal 1: Obtain 2 Thermo Scientific Tru-Narc devices which would allow the testing of unknown powders.	Design 1.1- Obtain narcotic testing devices. One device would be assigned to the LPD Detention unit and another unit would be assigned to patrol operations. This would improve officer safety and offer a method to conduct a field test on in-custody narcotic cases	Implementation 1.1- After the devices are obtained, training sessions would occur for sergeants assigned to patrol and detention. This would allow in more accountability for the device while also requiring less training of personnel. Implementation could be accomplished in less than 60 days if training was available.
Goal 2- Introduce technology allowing detention officers to use a portable finger print scanner during the booking process.	Objective 2.1- to increase the efficiency of the department detention center but introducing a quick and effective method of positively identifying subjects processed at the jail.	Implementation 2.1- Detention Sergeants will be responsible for housing the device and will also be trained on its operation and upkeep. The device was tested by the detention sergeants and was found to be simple and practical. The sergeants are already trained on its use and the detention staff has permissions to manage user accounts. Implementation would be accomplished in less than 60 days.

August 31, 2018

Lt. Robert Backus
Lansing Police Department
120 W. Michigan Ave
Lansing, MI 48933

Quote: MI2018-0831-1918 v1 RAPID-ID(3)

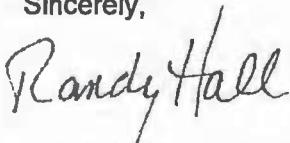
Lt. Backus,

DataWorks Plus is pleased to respond to the Lansing Police Department's continued interest in the DataWorks' Mobile Fingerprint Identification System (Mobile-ID). We have provided pricing for one additional "All-Inclusive" device. This proposal is based upon a direct connection to the Michigan State Police and submitting prints to the Michigan State Police AFIS and FBI RISC database.

DataWorks Plus provides the Lansing Police Department with a unique opportunity to be able to provide a best of breed system allowing identification officers the ability use any state approved biometric identification device from any vendor. We have provided an overview of the system functionality and workflow with our Mobile Fingerprint Identification application also known as SAF-ID. Being hardware agnostic we can mix and match devices depending upon your specific needs.

DataWorks Plus appreciates the opportunity to present this proposal and look forward to working with you on this and other information systems or biometric needs. If you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,



Randy Hall
Senior Account Executive
610-322-9559
rhall@dataworksplus.com

Pricing

Positive Identification WEAP-RT			
Software and Services	Unit Cost	Qty	Total Cost
Evolution NP, SAF-ID Client Access License	\$ 2,250.00	1	\$ 2,250.00
Two-Factor Authentication Client	\$ 250.00	1	\$ 250.00
Wireless Charger	\$ 110.00	1	\$ 110.00
Configuration & Remote Installation Services	\$ 360.00	1	\$ 360.00
One Year Warranty	Incl.		Incl.
Sub-Total			\$ 2,970.00
Data plan \$35 per month billed annually	\$ 420.00	1	\$ 420.00
Total			\$ 3,390.00
24/7 Maintenance Year Two & subsequent years			\$ 415.00
Notes:			
Lansing PD is responsible for all network connectivity to the State Police including any CJIS requirements.			

Prices Good Until December 1, 2018

Quoted pricing includes the following services:

- ☛ Shipping, Integration, and Installation.
- ☛ Delivery approximately 60-90 days after receipt of order.
- ☛ Twelve-month warranty, commencing at delivery*
- ☛ Administrative, Trainer, & User Training

*Components, such as printers, cameras, interfaces, etc., purchased after the initial system order will be limited to a 90 day warranty.

Additional engineering effort by DataWorks Plus beyond the scope of the standard product will be charged at our standard rate of \$180 per hour, plus any related travel or administrative expenses.

Upon expiration of warranty for the above software, services and equipment, Twenty-four (24/7) maintenance is available at 14% of the system list price, and is renewable annually thereafter at then current pricing.

DataWorks Plus appreciates the opportunity to present this proposal, which will be valid for 90 days, after which availability and prices are subject to change. To confirm your requisition, please submit your purchase order within this time frame. Prices are exclusive of any and all state, or local taxes, or other fees or levies. This quote is subject to the following conditions:

1. Payment due upon installation
2. Payment net thirty (30) days from receipt of invoice.
3. Warranty begins upon installation.

Sales Quotation

Quote Number	Created Date	Exp. Delivery Terms	Page
00153387	08/29/2018	ARO	1 / 6
Contact:	Phone	Payment Term	Valid To
Michael Nagle		Net 30	12/28/2018
Inco Terms	Shipping Method		
FOB Origin - Tewksbury	Fed Ex 2nd Day		

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Submitted To:

Robert Backus
Lt.
Special Operations
Lansing Police Department
120 w Michigan
Lansing, Michigan 48933
United States

Phone: (517) 483-4821
Email: robert.backus@lansingmi.gov

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:

Contact: Michael Nagle
Phone: (617) 716-9831
Fax:
Email: michael.nagle@thermofisher.com
Additional instructions, terms & conditions on last page

Pos.	Product Code	Product Name	Discount	Sales Price	Quantity	Total Price
10	800-01043-01	TruNarc, Unlimited, Warranty - 3 Yrs, Train-12	5.00%	USD 25,555.00	2	USD 51,110.00
		<i>List Price: USD 26,900.00</i>				
		<i>TruNarc Unlimited Model with 3 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.</i>				
20	810-01462-01	TruNarc Solution Kit (Type H) - 100, English	5.00%	USD 470.25	2	USD 940.50
		<i>List Price: USD 495.00</i>				
		<i>TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment.</i>				
Total Discount:				USD 2,739.50	Total:	USD 52,050.50

Additional Comments:

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

A part of: **ThermoFisher**
SCIENTIFIC

Acceptance of Purchase

Quote: TN x 2 S3

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (iii) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

_____ Signature of authorized company representative	_____ Date	_____ Phone#
_____ Print Name	_____ Title	_____ Email
_____ Model #	_____ Amount + S&H	_____ Purchase Order Number

E-mail to: pai.sales.ops@thermofisher.com

Fax to: 1-877-680-2568

Order Processing Address:

michael.nagle@thermofisher.com

Thermo Scientific Portable Analytical Instruments Inc

2 Radcliff Road

Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc

PO Box 415918

Boston, MA 02241-415918

Payment Details

Method of Payment

- ☐ Net 30 (Attach Credit Application & Credit References)
- ☐ Credit Card
- ☐ Check
- ☐ Wire Transfer

Sales Tax Application

- ☐ Yes Apply Sales Tax
- ☐ No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)

Address Verification

Please make corrections if necessary below:

Bill to:

120 W Michigan Avenue

Lansing, Michigan 48933

United States

Ship to:

120 W Michigan Avenue

Lansing, Michigan 48933

United States

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

A part of: **ThermoFisher**
SCIENTIFIC

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THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised June 2017

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc. ("Seller") hereby offers for sale to the buyer ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, FOB Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time; Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to & risk of loss to the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

7. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace Products and/or provide additional parts or services as reasonably necessary to cause the Products to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Seller further reserves the right, in its sole discretion, to extend any Warranty Period if at the time that the Warranty Period would otherwise expire, there are ongoing concerns regarding a Product's conformance to the warranty stated herein. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

11. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

12. HAZARDOUS MATERIALS. Some Products may require special packaging, labelling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs.

13. MEDICARE/MEDICAID REPORTING REQUIREMENTS. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

14. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (j) Seller may, in its sole discretion, provide (1) applicable Product training to Buyer or its employees, or (2) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees that any such samples shall be distributed to patients for patient use or, if not so distributed, returned to Seller. Buyer shall not use such samples to provide care to patient and shall not bill patients or third party payers for the provision of such samples. (k) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in this Agreement or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with HIPPA, cGMP or CT-PAT; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any Products or services provided hereunder for any period of time, any right of Buyer, itself or through any third party, to remediate any defects in, replace or reperform, any Products at Seller's cost or expense, any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation, any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market, or any waiver by Seller of any right to enforce any of the terms hereof).

Reply | Delete Junk |

Tru Narc Sole Source

MJ

McClure, Joe

Reply |

Today, 1:45 PM

Robinson, Stephanie; Backus, Robert

Inbox

Sole Source COL tru nar...

273 KB

Show all 1 attachments (273 KB) Download Save to OneDrive - lansingmi.gov

Action Items

Hi Stephanie,

Awhile back, you informed me that a source letter was needed related to the Tru Narc purchase. Attached is that letter.

Please let me know when it is approved. I will then submit a requisition.

Thank you.

Joe J. McClure*Budget Control Supervisor***Lansing Police Department**

120 W. Michigan Ave. | Lansing, MI 48933

O: 517-483-4808 | F: 517-377-0166 | E: joe.mcclure@lansingmi.gov[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)

Andy Schor, Mayor



Mike Yankowski, Chief



LANSING CITY COUNCIL
GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: February 22nd, 2019

GRANT NAME: Byrne Justice Assistance Grant (JAG) LOCAL State of Michigan,

DEPARTMENT: Lansing Police Department

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Lt. Rob Backus Robert.backus@lansingmi.gov, 483-4821

APPLICATION DATE 9/14/18

AWARD DATE: 10/01/2018

GRANT CYCLE: 10/1/18-9/30/2019_____

Check One: ____Annual ☒ One-Time

FUND AMOUNT: \$55,855.00 (Breakdown below should total this amount)

GOODS & SERVICES 55,855.00

PERSONNEL

CONSTRUCTION \$0.00

LAND \$0.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$0

GRANT PAYS FOR: Equipment-drug testing unit and finger print identification unit

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

This is a grant to assist with the cost of technology. The Lansing Police requested funds to use toward purchasing 2 Thermo Scientific drug identification units as well as one mobile finger print identification unit from DataWorks

**BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, Lansing Police Department has submitted application to the Michigan State Police (MSP) , Grants and Community Services Division for funding to be utilized for Lansing Police Technology Enhancements; and

WHEREAS, the Lansing Police Department was informed on January 3, 2019, that it has been selected to receive funding in the amount of \$55,855.00; and

WHEREAS, local match funds are not required; and

WHEREAS, the Lansing Police Department (LPD) will be a sub recipient of MSP for this Byrne Justice Assistance Grant (JAG); and

WHEREAS, the designated Lansing Police Technology Enhancements will include Tru-Narc analyzers and a mobile fingerprint scanner, which will greatly increase LPD's ability to identify both illegal substances and detained individuals increasing officer safety and Department efficiency;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the State of Michigan Byrne JAG in the amount of \$55,855.00 for the program period (October 1, 2018 through September 30, 2019); and

BE IT FINALLY RESOLVED, that the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the awarded funds.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson CPPB, Senior Buyer
DATE: May 20, 2019
SUBJECT: Sole Source Purchase – David Carter – MATS Data Analysis

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Lansing Police Department – Administration
Vendor: David Carter
Item Purchased: MATS Data Analysis

Dollar Amount: \$ 19,500.00 (FY19 account 103201.743000)

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

sr

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Chief of Staff

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: April 16, 2019

SUBJECT: Sole Source -- Dr. David Carter, MATS Forms Data Analysis

The Lansing Police Department requests that Dr. David Carter continue to be designated as sole source for the department's MATS forms data analysis project.

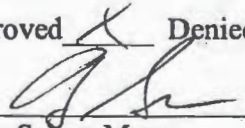
Please see the attached letter from Chief Mike Yankowski regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Dr. David Carter, in the amount of \$ 19,500 for FY19, per the request of the Lansing Police Department.

Attachment

Date: 4-17-19

Approved X Denied


Andy Schor, Mayor



Andy Schor, Mayor

**Lansing Police Department
Administrative Services Division**

Captain Eric Eichenberg

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4806

Fax: (517) 377-0166



Mike Yankowski, Chief

To: Stephanie Robinson, Purchasing Department Senior Buyer
From: Mike Yankowski, Chief of Police
Subject: Sole Source Request – Tri-County Metro
Date: April 12, 2019

The Lansing Police/Tri-County Metro (TCM) Narcotics Operations have identified the need to replace two vehicles being used in TCM Narcotics Operations.

Due to the nature of the operations, the vehicles must blend into the environment in which they are deployed. This is fulfilled by driving used vehicles rather than new models. While the goal is to keep the vehicles themselves hidden and covert, through the course of use over years, their existence and their specifics are revealed.

Currently, the TCM fleet is made up of different makes and models as well as colors to diversify our efforts to blend in. Due to the nature of sales of pre-owned vehicles, it is financially advantageous to purchase multiple vehicles from one dealer who offers a wide inventory. TCM requested inventory and pricing from a number of local area dealerships and then reviewed them for price and functionality. The decision was made to purchase the following vehicles:

2012 Kia Sportage,	59k miles	\$12,000.00
2015 Chevrolet Malibu	49.5k miles	\$12,000.00

I am requesting a sole source total purchase approval of \$24,000 for the two above listed vehicles. The funds to pay for the two vehicles will come from the Tri-County Metro Narcotics fund budget.

Thank you for your assistance with this matter,


Mike Yankowski, Chief of Police



Tri-County Metro Narcotics Squad

120 W. Michigan Ave., Lansing MI 48933
(517)394-5588 Office (517)394-3225 Fax

April 09, 2019

To: Stephanie Robinson, Purchasing Department Senior Buyer
From: Thomas Kish, Commander, Tri-County Metro Narcotics
Subject: Sole Source Request- Replacement Vehicle Purchases

The City of Lansing Fiduciary on behalf of Tri-County Metro (TCM) Narcotics Operations are working to replace two vehicles being used in TCM narcotics and investigative operations.

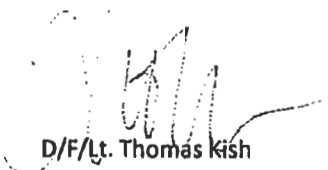
Due to the nature of the operations, the vehicles must blend into the environment in which they are deployed. This is fulfilled by driving used vehicles rather than new models. While the goal is to keep the vehicles themselves hidden and covert, through the course of use over a period of years their existence and their specifics are eventually revealed.

Currently, the TCM fleet is made up of vehicles that are more commonly associated with police use. The intent is to change this which provides both a tactical and financial benefit. Due to the nature of sales of pre-owned vehicles, it is financially advantageous to purchase multiple vehicles from one dealer who offers a wide inventory. TCM requested inventory and pricing from many local area dealerships and then reviewed them for price and functionality. The decision was made to purchase the following vehicles from Shaheen Chevrolet in Lansing:

2012 Kia Sportage,	59,000 miles	\$12,000.00
2015 Chevrolet Malibu	49,500 miles	\$12,000.00

I am requesting a sole source purchase approval of \$24,000 for the two above listed vehicles. The funds to pay for the two vehicles will be expensed to Tri-County Metro Narcotics fund budget and has received board approval.

Thank you for your assistance with this matter,


D/F/Lt. Thomas Kish
Commander, MSP First District Task Force Section/TCM

Chief Mike Yankowski
City of Lansing Police Department
Board Chair, Tri County Metro Narcotics

CHEVROLET
Shaleen
LANSING, MICHIGAN

Buyer	Co-Buyer	Vehicle
Mantis (no name) 7119 N CANAL RD Lansing, Mi 48913 D: (517) 394-5588 eberhardt@mlchigan.gov		2012 Kia Sportage LX VIN: Stock #: SP12845 Mileage: 59,999 Color:

		Cash Down		
		0.00	0.00	0.00
Term	APR	Payments		
0	0%	\$12,015	\$12,015	\$12,015

Subject to Lender Approval



Purchase Agreement

Curtis Remsing
Shaheen Chevrolet
632 American Road
Lansing, MI 48911

Buyer	Co-Buyer	Vehicle
Mantis (no name) 7119 N CANAL RD Lansing, MI 48913 D: (517) 394-5588 eberhardt@midhigan.gov		2015 Chevrolet Malibu LS w/1LS VIN: Stock #: 76520A Mileage: 49,482 Color:

Customer Trade					
	Year Make Model	VIN	Engine	Mileage	Payoff
0	0				\$0.00

		Cash Down		
		0.00	0.00	0.00
Term	APR	Payments		
0	0%	\$12,015	\$12,015	\$12,015

Purchase Details	
Retail Price:	\$13,100.00
Sales Price:	\$12,000.00
Savings:	\$1,100.00
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$15.00
Proc/Doc Fees:	\$0.00
Total Taxes:	\$0.00
Total Sales Price:	\$12,015.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Amount Financed:	\$12,015.00

X

Customer Signature

Date

Disclaimer:

Subject to Lender Approval

X

Manager Signature

Date

Printed 4/10/19 1:48 PM

CITY OF LANSING
LBWL PURCHASING OFFICE
1110 S PENNSYLVANIA AVE
LANSING, MI 48912
PH: 517-702-6197
FX: 517-702-6042

PURCHASE ORDER

TO:
SHAHEENS CHEVROLET
632 AMERICAN ROAD
LANSING MI 48911

SHIP TO:
CITY OF LANSING
LPD
120 W MICHIGAN AVE 4TH FLR
LANSING MI 48933

P.O. NUMBER:
P085971
*[The P.O. number must appear on
all related correspondence,
shipping papers, and invoices]*
PR014384

SEND INVOICE TO: CITY OF LANSING, LPD, 120 W MICHIGAN AVE 4TH FLOOR, LANSING MI 48933

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
4/18/2019	CHIEF YANKOWSKI	BEST WAY	DESTINATION	DOR

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	EA	2012 KIA SPORTAGE	12015.00	12015.00
1	EA	2015 CHEVROLET MALIBU LS	12015.00	12015.00

SUBTOTAL	24030.00
SALES TAX	
SHIPPING AND HANDLING	
OTHER	
TOTAL	\$24030.00

1. Please send a copy of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:
Stephanie Robinson
LBWL PURCHASING OFFICE
1110 S PENNSYLVANIA AVE
LANSING, MI 48912
PH: 517-702-6197
FX: 517-702-6042

Authorized by Stephanie Robinson

Pick the Date

City of Lansing
PURCHASE ORDER STATUS INQUIRY
PURCHASE ORDER INFORMATION

Report Date: 07/01/2018

PO Number: P085971
PR Number: PR014384

Vendor: V047510 SHAHEEN CHEVROLET INC
Addr Cd: PR 632 AMERICAN ROAD
LANSING, MI 48911-5980

Open Order

Confirm: CHIEF YANKOWSKI	Requested by: JMCCLURE	Req. Dt: 04/18/2019	Blanket Number:					
Account:	Approved Status: APRV	Apr Dt: 04/18/2019	Blanket Amount: 0.00					
Bid:	Printed by: SROBINSO	Print Dt: 04/18/2019	Blanket Remaining: 0.00					
Contract:			Buyer: B003					
Ship To: S90600	End Use: TCM - LT. THOMAS KIS		Req. Codes: <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>					
Bill To: S90600	Terms: CIA							

ITEMS

Item	Qty Ordered	Qty Received	UN	Unit Price	Key	Object	Tax1 Tax2	Discount Charges	Extended	Catalog Ship To	F/A Whse	Print Chg
0001	1	0	EA	12,015.00	2653253	978000	0.00		12,015.00		N	Y
2012 KIA SPORTAGE LX VIN:												
0002	1	0	EA	12,015.00	2653253	978000	0.00		12,015.00		N	Y
2015 CHEVROLET MALIBU LS												
W/ILS VIN:												
MILES 49,482												

APPROVAL STATUS

This Requisition has been approved

Status	Approver	Received In	Processed Out
Accepted	Joe McClure	2019/04/18 12:38:26	2019/04/18 12:32:29
Accepted	Joe McClure	2019/04/18 13:58:33	2019/04/18 13:54:38
Accepted	Stéphanie Robinson	2019/04/18 14:45:43	2019/04/18 14:04:00

ENCUMBRANCES

Item #	Key	Object	Reference #	Post Date	EN Amount	PD Amount	T	Pay
0001	2653253	978000	P085971	04/18/2019	12,015.00		EN	
0002	2653253	978000	P085971	04/18/2019	12,015.00		EN	
Balance:						24,030.00		



Andy Schor, Mayor

**Lansing Police Department
Administrative Services Division**

Captain Eric Eichenberg

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4806

Fax: (517) 377-0166



Mike Yankowski, Chief

To: Stephanie Robinson, Purchasing Department Senior Buyer
From: Mike Yankowski, Chief of Police
Subject: Sole Source Request – David L. Carter
Date: April 15, 2019

With this memo, I am requesting approval for Dr. Carter to continue, on a sole source basis, to provide LPD an annual Management Analysis of Traffic Stops (MATS). Such analysis is used to detect any pattern of officer behavior that may suggest evidence of racial profiling.

LPD's first arrangement with Dr. Carter was in 2000. Dr. Carter's current fee of \$19,500 has remained the same since 2007.

His work has always been outstanding. His research has been thorough, his findings without reproach, and his reports exemplary.

Thank you for your assistance with this matter.

A handwritten signature in blue ink, appearing to read "Mike Yankowski".

Mike Yankowski, Chief of Police

"Capital City's Finest"

**INVOICE FOR PROFESSIONAL SERVICES
DAVID L. CARTER, CONSULTANT**

2 April 2019

Chief Michael Yankowski
Lansing Police Department
120 West Michigan Avenue
Lansing, MI 48933

PROFESSIONAL FEES:

LPD MATS Data Analysis

Data cleaning, statistical file creation, data analysis and
report writing of the LPD MATS data collection program;
for a 12 month analysis of data in production of the MATS
report.

\$19,500

Subtotal Fees _____ **\$19,500**

EXPENSES:

Flat Rate - Expenses Included - No Separate Billing -0-

Subtotal Expenses _____ **-0-**
TOTAL AMOUNT DUE _____ **\$19,500**

Make Check Payable to:

DAVID L. CARTER
3285 HULETT ROAD
MASON, MI 48854-9417
Ph. (517) 410-7846
E-mail: carterd@msu.edu

SSN:

Submitted By: _____



David L. Carter

TERMS: Payable on Receipt

PURCHASE ORDER

P.O. NUMBER:
P085969
*[The P.O. number must appear on
all related correspondence,
shipping papers, and invoices]*
PR014383

Pick the Date

City of Lansing
PURCHASE ORDER STATUS INQUIRY
PURCHASE ORDER INFORMATION

Report Date: 07/01/2018

PO Number: **P085969** Vendor: **V000362** **DAVID L CARTER**
PR Number: **PR014383** Addr Cd: **PR** **3285 HULETT RD**
MASON, MI 48854-9417

Open Order

Confirm: DAVID CARTER	Requested by: JMCCLURE	Req. Dt: 04/18/2019	Blanket Number:
Account:	Approved Status: APRV	Apr Dt: 04/18/2019	Blanket Amount: 0.00
Bid:	Printed by: SROBINSO	Print Dt: 04/18/2019	Blanket Remaining: 0.00
Contract:			Buyer: B003
Ship To: S20300	End Use: CHIEF YANKOWSKI		Req. Codes: DE BW SS
Bill To: S20300	Terms: DUE UPON RECEIPT		

ITEMS

Item	Qty Ordered	Qty Received	UN	Unit Price	Key	Object	Tax1 Tax2	Discount Charges	Extended	Catalog Ship To	F/A Print Whse Chg
0001	1	0	EA	19,500.00	1013201	743000	0.00		19,500.00		N Y

MATS DATA ANALYSIS

APPROVAL STATUS

This Requisition has been approved

Status	Approver	Received In	Processed Out
Accepted	Joe McClure	2019/04/18 9:15:30	2019/04/18 9:14:52
Accepted	Joe McClure	2019/04/18 9:16:12	2019/04/18 9:16:00
Accepted	Stephanie Robinson	2019/04/18 9:16:41	2019/04/18 9:16:15

ENCUMBRANCES

Item #	Key	Object	Reference #	Post Date	EN Amount	PD Amount	T	Pay
0001	1013201	743000	P085969	04/18/2019	19,500.00		EN	
					Balance:	19,500.00		