

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: May 7, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Hector I. Ocaranza M.D., Health Director (915) 349-6052
K. Nicole Cote, Managing Director of Purchasing & Strategic Sourcing (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City.

SUBGOAL: 2.5 Take proactive approaches to prevent fire/medical incidents and lower regional risk.

SUBJECT:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0275 Maintenance Repair to Life Technologies Corporation the authorized service provider for an initial term of three (3) years for an estimated amount of \$154,187.52. This contract is necessary to uphold the warranty service agreement for the ABI and Quant Studio existing equipment, ensuring optimal operation.

BACKGROUND / DISCUSSION:

This contract is necessary to service the Quantstudio DX and 7500Fast DX systems through Life Technologies Corporation, the authorized service provider.

SELECTION SUMMARY:

This procurement is non-competitive due to maintenance, calibration, and certification being necessary components purchased for an existing system currently in use for testing for Flu and Covid. Pursuant to Texas Government Code, 252.022 (7), a procurement of items available from only one source, including those available due to patents, copyrights, secret processes, or natural monopolies, qualifies for non-competitive procurement. In accordance with the City of El Paso Procurement and Sourcing Policy, the requirements of this procurement will be fulfilled by a non-competitive award.

CONTRACT VARIANCE:

The difference compared to the previous contract is as follows: There is an increase of \$7,306.04 for the initial term, representing 16.57%. This increase is due to increased prices for services and an extension in the period of service from a one-year term to a three-year term of service.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$154,187.52
Funding Source: 522150-341-2235-41270
Account: COVID-19 Relief Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

2024-0275 Maintenance Repair

PRIMARY DEPARTMENT: Public Health Department
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

*******REQUIRED AUTHORIZATION*******

DEPARTMENT HEAD:



Hector I. Ocaranza M.D., Public Health Director

Project Form
Sole Source

*****Posting Language Below *****

Please place the following item on the Regular Agenda for the City Council of May 7, 2024.

Strategic Goal 2 – Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection – 2.5 Take proactive approaches to prevent fire/medical incidents and lower regional risk.

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0275 Maintenance Repair to Life Technologies Corporation the authorized service provider for an initial term of three (3) years for an estimated amount of \$154,187.52. This contract is necessary to uphold the warranty service agreement for the ABI and Quantstudio existing equipment, ensuring optimal operation.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An annual increase of \$7,306.04 which represents 16.57%. This is due to increased prices for services and an extension in the period of service from a one-year term to a three-year term of service.

Department:	Public Health
Award to:	Life Technologies Corporation
City & State:	Carlsbad, CA
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$51,395.84
Initial Term Estimated Award:	\$154,187.52
Option Term Estimated Award:	NA
Total Estimated Award:	\$154,187.52
Account(s):	522150-341-2235-41270-GT412029
Funding Source(s):	COVID-19 Relief Fund
District(s):	All

Non-competitive unit price contract under Texas Government Code, 252.022 (7) a procurement of items that are available from only one source, including (A) items that are available from only one source because of patents, copyrights, secret processes or natural monopolies. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing Department and Zoo recommend award as indicated to Life Technologies Corporation under the exemption listed above.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath depose and said:

1. My name is Joseph Tkach. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Life Technologies Corporation
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Post-warranty Instrument Services
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature _____

SUBSCRIBED AND SWORN to before me on this 24th day of February 2024

See Attached Notary
Jurat Certificate

NOTARY PUBLIC

Raymundo Garcia

PRINTED NAME

09.12.2026

MY COMMISSION EXPIRES

COMPANY NAME: Life Technologies Corporation

ADDRESS, CITY, STATE & ZIP CODE: 5781 Van Allen Way, Carlsbad, CA 92008

PHONE: 800-955-6288, option 3,3

FAX NUMBER: -

CONTACT NAME AND TITLE: Bianca Quider, Service Sales Representative

WEB ADDRESS: www.thermofisher.com

EMAIL: service.sales@thermofisher.com

FEDERAL TAX ID NUMBER: 33-0373077

TEXAS SALES TAX NUMBER: _____

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 24 day of February,
2024 by Joseph Steven Tkach

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Purchasing & Strategie
(Title or description of attached document)

Sourcing Department
(Title or description of attached document continued)

Number of Pages 2 Document Date 2/24/24

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information Is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.



5781 Van Allen Way
Mail Stop: PLE C-1
Carlsbad, CA 92008 USA
T 800.955.6288 F 925.426.2051
www.thermofisher.com

June 10, 2022

SEMONE M. BEN-BANI
City of El Paso Department of Public Health Laboratory
9566 Railroad Drive
El Paso, TX 79924
Attn: SEMONE M. BEN-BANI

Ben-BaniSM@elpasotexas.gov

RE: Sole Source Statement

Dear SEMONE M. BEN-BANI,

Capability and Sole Source Statement for Services related to QUANTSTUDIO DX, 7500FAST DX Service.

This is to certify that Life Technologies (Original Equipment Manufacturer), a part of Thermo Fisher Scientific, is the only organization that provides services related for maintenance and repair of the **QUANTSTUDIO DX, 7500FAST DX Service** in accordance with the criteria specified in the attached "Thermo Fisher Scientific Service Advantages" letter. Only Thermo Fisher Scientific's personnel possess the requisite product knowledge and specialized training to provide such services.

For service contract questions, please contact Service Sales Representative Steven Weber (608)-276-6258 option 3,2. Should you have any other questions or concerns, please feel free to contact me at 289-962-3777 .

Sincerely,

Michel.Al-Tannouri

Michel Al-Tannouri
Senior Service Operations Representative
North American Service Operations

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
North American Sales and Service
Attn: Service Contract Administration
Mailstop: PLE C-1
5781 Van Allen Way
Carlsbad, CA 92008
Tel: 1-800-955-6288, option 3,3
Email: service.sales@thermofisher.com

TO Ben-Bani Semone
CITY OF EL PASO PUBLIC HEALTH LAB
9566 RAILROAD DR
EL PASO TX 79924

QUOTE NO. 40682479
ORIGINAL QUOTATION DATE 08/22/2023
REVISION DATE 03/25/2024
EFFECTIVE 02/15/2024 TO 02/14/2027
PAGE 1 OF 5

QUOTE VALID TO 04/30/2024

TELEPHONE:
FAX:
YOUR REFERENCE:

Customer PO No.

This agreement is entered into between Life Technologies and the undersigned Customer in consideration of the payments provided for in this Agreement. Subject to the terms and conditions of this Agreement, Life Technologies agrees to perform the services set forth on the attachment to this Agreement on the equipment listed below for the period described.

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
0010	1	QUANTSTUDIO DX Begin Date: 02/15/2024 End Date: 02/14/2027	(287880406)	AB Assurance,1OQ,1PM	\$ 58,376.88
0015	1	QUANTSTUDIO DX Begin Date: 02/15/2024 End Date: 03/14/2024	(287880406)	Reinstatement	\$ 500.00
0030	1	QUANTSTUDIO DX Begin Date: 02/15/2024 End Date: 02/14/2027	(287880397)	AB Assurance,1OQ,1PM	\$ 58,376.88
0035	1	QUANTSTUDIO DX Begin Date: 02/15/2024 End Date: 03/14/2024	(287880397)	Reinstatement	\$ 500.00
0040	1	7500FAST DX Service Begin Date: 02/15/2024 End Date: 02/14/2027	(275011338)	AB Assurance,2OQ,1PM	\$ 35,933.76

Terms of payment are net 30 days from invoice date. This quotation is subject to the terms and conditions attached. Stenographical and clerical errors on the face of this form are subject to correction.

NOTE: Customer is responsible for applicable taxes, including sales, use and/or excise tax.

PLEASE SIGN THIS SERVICE AGREEMENT QUOTATION AND RETURN A COPY ALONG WITH YOUR PURCHASE ORDER.

ACCEPTED BY CUSTOMER

Signature of authorized person

Please print name and title

Date

Bianca Quider

Service Sales Representative

Mike

03/25/2024

Prepared by

Date

~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.

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QUOTATION

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0045	1	7500FAST DX Service Begin Date: 02/15/2024 End Date: 03/14/2024	(275011338)	Reinstatement	\$ 500.00
Total net price:					\$ 154,187.52

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Contract Notes:

Your current agreement will expire on 02/14/2024.

Previous purchase order no. CEP01-2023004210.

The reinstatement fee is associated with a long lapse in service coverage. We don't have a record of preventative care or instrument condition when coverage lapses for extended periods of time. For that reason, to enter into a contract that covers repairs on your instrument, we assess a fee in lieu of charging you to open a service call to recertify the condition of your instrument.

Quoted price is valid only if the purchase order is received on or before the quotation valid-to date.

Lock in today's service contract price for 2 or more years, if applicable.

To expedite your order, the signed service agreement and purchase order may be emailed to service.sales@lifetech.com.

Please issue the purchase order to Life Technologies and include the following:

-Quotation number
-Billing address
-Instrument(s) location

-Payment is due 30 days from invoice date.
-Applicable taxes are extra.
-Billing Frequency for multiyear agreements is upfront in full, or annual in advance

NOTE: If you submit PO's through a B2B system, please include this Quote # in the comments section to ensure proper processing.

Please contact your Service Sales Representative for more information.
Bianca Quider
Direct: 619-348-7800
email: bianca.quider@thermofisher.com

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Terms of Life Technologies Service Plans North America

The Life Service Agreement Terms and Conditions set forth below after the Plan description(s) are incorporated into and are an integral part of each Service Plan, and are agreed to by you as part of any Service Plan ordered.

Instrument Services for Diagnostics

This AB Instrument Services for Diagnostics Plan is subject to and governed by the Life Technologies Service Agreement Terms and Conditions attached to this Quotation, rather than Applied Biosystems' General Terms and Conditions of Sale. By ordering or otherwise accepting an AB Instrument Services for Diagnostics Plan, you agree to these Service Agreement Terms and Conditions to the exclusion of all other terms relating the AB Instrument Services for Diagnostics Plan not expressly agreed to in writing by an authorized representative of Life Technologies.

AB Instrument Services for Diagnostics Plan Includes

1. Parts, labor and travel for remedial repair.
2. No charge for annual planned maintenance visit(s). The number of planned maintenance visits is indicated in LT's quotation (A). The annual planned maintenance (PM) visit is automatically opened and will be performed within the contract period. Should you have an immediate need to request and/or schedule your PM, please contact our Instrument Care Center at 800-955-6288 option 3,1 or email them at InstrumentServices@Lifetech.com to schedule. This PM visit ensures optimal performance of your instrument, often preventing major breakdowns before they happen.
3. Guaranteed priority response time of 2 business days after receipt of a service call for instruments located in LT's Service Zones 1 and 2. If LT fails to arrive at the instrument location within Zone 1 or Zone 2 within 2 business days for reasons other than customer's failure to provide access to LT or causes beyond the reasonable control of LT, LT will provide customer a service plan renewal credit in an amount equivalent to one day's pro-rated charge for each day LT's response is late. (See footnote (B) for call time cut off, other details, and terms and conditions.)
4. Target response time of 2 business days for remedial repairs outside of Zones 1 and 2. LT will use reasonable efforts to respond within 2 business days from receipt of a service call.
5. Priority telephone and email access to instrument technical support.
6. Telephone and email access to application technical support.
7. Instrument recalibration as required.
8. Operational Qualification/Instrument Performance Verification (OQ/IPV) service at no cost to customer during the plan period, as required (A).

Important Notes and Footnotes

It is customer's responsibility to provide access to LT so LT may complete service, planned maintenance, Operational Qualification/Installation Performance Verification, and other service calls within the plan period. Calls not completed within a plan period will be cancelled unless LT failed to make reasonable efforts to complete the call within the plan period.

(A) LT may perform more than the scheduled number of OQ/IPVs at LT's sole discretion.

(B) A service call must be received by LT's service center before 2:00 PM local time (U.S.A. Eastern, Central, Mountain, or Pacific time) for priority response time service. Each late day's pro-rated credit is an amount equal to 1/365th of the annual fee for the service plan covering the instrument with respect to which the service call was made. If a service plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, LT's Service Plan Administrator must receive notice in writing (email notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit described above is LT's sole obligation and customer's sole remedy for failure of LT to respond to a service call within two business days for the LT Instrument Services for Diagnostics Plan. The address of LT's Service Plan Administrator is Life Technologies Service Plan Administrator, 6065 Sunol Blvd, Pleasanton, CA 94566

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(email: Service.Sales@LifeTech.com).

To reduce the number of pages, we are directing you to Life's Instrument Services Terms and Conditions on our website. Please read the important statement below carefully.

This quotation, and Life's **INSTRUMENT SERVICES TERMS and CONDITIONS** (which are incorporated by reference into this quotation and any resulting contract), set out the terms on which Life is offering to sell the service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and Life's Instrument Services Terms and Conditions to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life, and that the purchase and sale transaction between you and Life is subject to and will be governed by this quotation and Life's Instrument Services Terms and Conditions.

Life's Instrument Services Terms and Conditions can be found on Life's website at <http://www.lifetechnologies.com/termsandconditions> under the "terms and conditions" link at the bottom of Life's webpage.

If you have any questions, please visit our website at www.lifetechnologies.com.