SINGLE SOURCE AWARD **BID # SS-11189-21**

Subject: Syva VIVA Pro E Drug Testing Equipment, Warranties, Training & Supplies

Department: Jacksonville Sheriff's Office

Description of Purchase: Recommend approval of single source award to SIEMENS Healthcare Diagnostics, Inc., for Syva VIVA Pro E Drug Testing Equipment, Warranties, Training & Supplies for the Jacksonville Sheriff's Office. Period of Service is for seven (7) years from date of executed agreement. Total not-to-exceed expenditure in the amount of $138,225.03 with $35,750.00 for FY21.

Funding Source: 00111.561102.564290.000000.00000000.00000.0000000 – $35,000.00 and 00111.561102.551010.000000.00000000.00000.0000000 - $750.00 - To be encumbered by Formal Contract through Office of General Counsel.

Single Source Award To: SIEMENS Healthcare Diagnostics, Inc.

Price Justification: See attachment

Total Award: $138,225.03 **Requisition #:** CRJA-500744-21

Attachments: Agency Memo, Single Source Form, Vendor Letter/Agreement/Quote

Certification as to Single Source: Bill Clement, Chief of Budget

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Olive Wallace-Cohen

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

SS-11159-21

Jacksonville Sheriff's Office

MIKE WILLIAMS, SHERIFF

Serve • Protect • Community

To: Gregory Pease
Chief of Procurement

From: Bill Clement, CPA
Chief of Budget

Subject: Single Source Award – SIEMENS Healthcare Diagnostics, Inc., Syva VIVA Pro E Drug Testing Equipment, Warranties, Training and Supplies

Date: September 1, 2021

The Jacksonville Sheriff's Office is requesting a single source award with SIEMENS Healthcare Diagnostics, Inc., for Syva VIVA Pro E, Viva-Pro E Instrument Kit - ACC, Warranty and Extended Warranty Service, Viva Pro-E Class Training and Reagents for the drug testing of individuals at the Pre-Trail Detention Facility for the Department of Corrections. The period of service is for seven (7) years beginning on the effective date of the Master Equipment and Products Agreement. The not to exceed expenditure amount for the seven (7) year period is $ 138,225.03. The expenditure amount for FY21 is $ 35,750.00, with $35,000.00 from funding code 00111.561102.564290.000000.00000000 and $ 750.00 from funding code 00111.561102.551010.000000.00000000. The purchases will be processed through POA releases. We are requesting that the Equipment Sale Agreement, Master Products Agreement, Supplement to Master Products Agreement and Attachment A to the Supplement to the Master Products Agreement documents be processed through the Office of General Counsel. These documents are attached for your review along with the single source request and single source letter.

Please let me know if you need any additional information.

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

SIEMENS Syva VIVA Pro E, Viva-Pro E Instrument Kit - ACC, Warranty and Extended Warranty Service, Viva Pro-E Class Training and Reagents for the drug testing of individuals at the Pre-Trail Detention Facility

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

SEIMENS Diagnostics, Inc. is the only vendor who is able to provide the analyzers and reagent packaging configuattions to meet our testing volume, menu of available test and frequency. Syva EMIT reagents use homogeneous enzyme immunoassay technology for drug abuse testing. SIEMENS is the sole manufacturer of Syva EMIT reagents. They are the exclusive distributor of the VIVA Pro E Drug Testing System, which meets our needs.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

We have researched the availiablity of drug testing equipment and have found none that can meet the demands of the drug testing system that SIEMENS Diagnostics provides. The are the sole manufacturer of Syva EMIT reagents and they are the exclusive distributor of the VIVA Pro E testying system.

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EQUIPMENT SALE AGREEMENT

Legal Name:	CITY OF JACKSONVILLE, FL	Group Purchasing Organization:	NO PRIMARY
Customer Name:	OFFICE OF THE SHERIFF-HEALTH SVS	Sold to Customer #:	144189
Address:	500 E ADAMS ST	Payment Terms:	Net 30 days from date of invoice
City, State, Zip:	JACKSONVILLE, FL 32202	Shipping & Handling:	FOB Destination

CITY OF JACKSONVILLE, FL ("Customer") agrees to purchase and Siemens Healthcare Diagnostics Inc. ("Siemens") agrees to sell the equipment listed below ("Equipment") at the price(s) listed below

QTY	Part #	Description of Equipment	Price	Extended Price
		Syva Product Line:		
1	10804305	VIVA Pro E	$35,000.00	$35,000.00
1	11239286	Viva-ProE Instrument Kit - ACC	Included	Included

Total:	$35,000.00
Shipping & Handling:	$750.00
Total Price:	$35,750.00

Information about service and training associated with the Equipment purchased hereunder is set forth on the Attachment A to the Supplement to the Master Products Agreement entered into between the parties, if applicable. This Equipment Sale Agreement is subject to the Terms and Conditions attached hereto and made a part hereof.

If Customer is returning on-site equipment in conjunction with this Equipment Sale Agreement ("Agreement"), such equipment ("Returned Equipment") shall be identified by instrument type(s) and serial number(s) in the table below. Customer represents that there are no liens or encumbrances on the Returned Equipment. Customer agrees to deliver the Returned Equipment to Siemens within sixty (60) days after the installation of the Equipment purchased hereunder. Upon Siemens' receipt of Returned Equipment, Customer's title and interests in "Returned Equipment", if applicable, shall pass from Customer to Siemens. In the event any item(s) of Returned Equipment is/are omitted from the table below, Customer makes the same representations and agreements regarding such omitted Returned Equipment.

QTY	Description of Returned Equipment

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Delivery dates and other contractual obligations of Siemens may change due to the effects of the Covid-19 epidemic or other epidemic, including delays and disruptions in the supply chain, manufacturing, or execution as well orders by authorities and prioritization of (new and existing) orders of customers which are essential for the public healthcare. The magnitude of such changes cannot be predicted and might be substantial because it depends on the development of the Covid-19 epidemic or other epidemic.

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Equipment Sale Agreement.

CUSTOMER:

Signature Date

Name (Print)

Position (Print)

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

Signature Date

Name (Print)

Position (Print)

511 Benedict Ave, Tarrytown, NY 10591
Address

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EQUIPMENT SALE AGREEMENT TERMS AND CONDITIONS

1) Complete Agreement. This Equipment Sale Agreement, including these Terms and Conditions (collectively, "this Agreement"), constitute the entire agreement between Customer and Siemens relating to the sale of the Equipment by Siemens to Customer. Siemens' acceptance of Customer's purchase order is made on the condition that this Agreement shall govern the sale of Equipment by Siemens to Customer. Siemens hereby objects to and rejects all additional, conflicting or inconsistent terms or conditions and any such terms or conditions submitted by Customer shall have no effect and shall not be part of the contract between Customer and Siemens for the purchase and sale of Equipment. Failure of Siemens to object to any provision contained in any order or other communication from Customer shall not be construed as a waiver of the terms and conditions set forth herein or an acceptance of any such provision. No addition to, modification of, or waiver of any provision of this Agreement shall be binding upon either party unless made in writing and signed by authorized representatives of both parties. To authorize shipment of the Equipment, please attach a signed copy of this Agreement to your purchase order.

2) Delivery; Title; Acceptance. Delivery of the Equipment is subject to Siemens' standard delivery terms. Siemens will make commercially reasonable efforts to meet the delivery dates quoted or acknowledged, but will not be liable for its failure to meet such dates. Upon Siemens making delivery of the Equipment to the Customer's facility: (i) title to and responsibility for the Equipment shall pass to Customer, and (ii) the Equipment shall be deemed accepted by Customer. Customer may not unreasonably delay or impede delivery and acceptance of the Equipment.

3) Installation. If the Equipment requires installation, then Siemens will install the Equipment at the Customer's facility. This installation does not include the cost of preparation of the facility. Such preparation responsibilities of the Customer include, but may not be limited to, separate (dedicated) electrical and telephone circuits and/or network connections, air conditioning, plumbing, humidity control and any structural changes that may be required.

4) Warranty. Siemens warrants that the Equipment shall be free from defects in material and workmanship and conform to the manufacturer's specifications when delivered. **SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE.** Any claim for breach of this warranty must be made in writing within one (1) year of the delivery of the Equipment by Siemens. Siemens' sole obligation for breach of this warranty shall be, at Siemens' option, the repair or replacement of the breaching Equipment or an appropriate refund, allowance or credit reflecting depreciation. Siemens also promises that the use of the Equipment in the form delivered to Customer and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This promise does not cover the use of the Equipment in combination with any other product or equipment not approved by Siemens. Customer's exclusive remedy for breach of this warranty shall be the intellectual property indemnification set forth in Section 5 (c) below.

5) Limitation of Liability and Indemnification. (a) Limitation of Liability. In no event shall Siemens' liability hereunder exceed the actual loss or damage sustained by Customer, up to the purchase price paid to Siemens for the Equipment giving rise to such loss or damage, however, liability for intentional misbehavior and personal injury will not be limited. **SIEMENS SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE EQUIPMENT OR SERVICES (UNLESS OTHERWISE AGREED TO BY SIEMENS), OR LOSS OF STORED, TRANSMITTED OR RECORDED DATA. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.** The limitations of Siemens liability contained herein shall apply to Siemens and Siemens' employees, agents and subcontractors performing under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if Siemens or its employees, agents or subcontractors are advised of the likelihood of such damages.

The limitations of Customer's liability set forth herein do not affect Customer's liability for Claims (as defined herein) arising out of the negligent or wrongful acts or omissions of Customer, it's employees or agents in connection with this Agreement or Customer's indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set forth herein. The limitations of Siemens' liability set forth herein do not affect Siemens' liability for Claims for personal injury arising as a result of Siemens' negligence or product defect, or Siemens' indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement.

THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

(b) General Indemnification. Each party agrees to indemnify and hold the other party and its employees, directors, officers and agents (collectively, the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the negligent or wrongful acts or omissions of the indemnifying party, its employees or agents in connection with this Agreement, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and/or settlement of the Claim and all right and power to defend and/or settle the Claim.

(c) Intellectual Property Indemnification. If Customer receives notice that any of the Equipment, or parts thereof, violates the infringement warranty set forth in Section 4 herein, then Customer shall promptly notify Siemens in writing and give Siemens information, assistance and exclusive authority to evaluate, defend and settle the Claim. Siemens shall then, at its own expense, defend or settle such Claim, procure for the Customer the right to use the Equipment, or remove or modify the Equipment to avoid infringement. If none of these alternatives are available on terms reasonable to Siemens, then Customer shall return the Equipment to Siemens and Siemens shall refund to Customer the purchase price paid by the Customer for the Equipment, less reasonable depreciation for Customer's use. The foregoing states Siemens' entire obligation and liability, and the Customer's sole remedy, for Claims of infringement. Siemens will not defend or indemnify Customer, however, if any such Claim results from (i) use of other than the most recent version of the Equipment made available to Customer by Siemens; (ii) Customer's alteration of the Equipment without Siemens' written authorization; (iii) use of the Equipment in combination with software or equipment not provided by Siemens; or (iv) use of the Equipment in a manner that is not in accordance with the manufacturer's manual, specifications, and other accompanying documentation or other instruction from Siemens.

The obligations of indemnity shall survive the expiration or termination of the Agreement.

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6) Payment. Payment is due as set forth on the first page of this Equipment Sale Agreement. A late payment service charge of one and one-half percent (1.5%) per month or, if less, the highest amount permitted by law, may be applied to unpaid and past due invoices. Customer shall also reimburse Siemens for all taxes, excise or other charges which it may be required to pay to any government (national, state or local) upon the sale, production or transportation of the products sold hereunder.

7) Confidentiality. Customer and its employees will maintain the confidentiality of any oral or written information disclosed by Siemens, including: (i) the terms of this Agreement (including, but not limited to, pricing); (ii) information designated as confidential; and (iii) information that should reasonably be expected to be treated as confidential by the recipient whether or not such information is designated as confidential. Except as necessary to carry out this Agreement, confidential information will not be disclosed by Customer or its employees to any third party or used by Customer or its employees without the prior written consent of Siemens. Siemens may in the provision of Products and Equipment and performance of its services under the Agreement collect data from Customer associated with installation, validation, and servicing of the Equipment ("Customer Data"). The Customer Data may include data that is considered Protected Health Information as that term is defined in 45 CFR § 160.103 and used in the Health Insurance Portability and Accountability Act ("HIPAA"). ANY SUCH USE BY SIEMENS OF ANY SUCH CUSTOMER DATA WILL SPECIFICALLY EXCLUDE (I) DISCLOSURE OF ANY SPECIFIC PATIENT IDENTIFICATION OF INFORMATION AS ORIGINATING FROM A CUSTOMER SYSTEM AND (II) ANY USE OF INFORMATION BY SIEMENS IN VIOLATION OF APPLICABLE HIPAA PROVISIONS REGARDING PROTECTED HEALTH INFORMATION. For the avoidance of doubt, Siemens does not claim any ownership of Customer Data; however, Customer hereby grants to Siemens the perpetual, non-exclusive, worldwide, irrevocable, royalty-free, unlimited, transferable and within Siemens sub-licensable right to use the Customer Data for lawful purposes such as benchmarking, improvement of Siemen's services and other general commercial services.

8) Export. This Agreement applies only to domestic installation of the Equipment. Customer shall not export or reexport any goods, or any system incorporating said goods, outside of the United States (including U.S. territories) unless Customer (i) first obtains all required licenses from the United States Department of Commerce or any other agencies or departments of the United States government that may be required, and (ii) complies with all applicable laws and regulations.

9) Technical Assistance. The warranty set forth herein shall not be enlarged, diminished or affected by, and no obligation or liability shall arise from, Siemens' rendering of technical advice, assistance, or service in connection with Customer's selection, purchase, or use of the goods furnished hereunder. Customer is not relying on Siemens' skill or judgment to select suitable goods.

10) Certified Integrated System. The Equipment is designed and certified by regulatory authorities as an integrated instrument/reagent/consumable system. Use of unapproved parts or consumables with the Equipment will void any and all warranties and all obligations of Siemens under any warranty or service contract Customer may have with Siemens.

11) Assignment. This Agreement is not assignable or transferable by Customer, in whole or in part, except with the written consent of Siemens, which will not be unreasonably withheld.

12) Disclosure Of Discounts. Customer acknowledges that discounts, rebates, credits, free goods or services, coupons or other things of value which Customer may receive from Siemens under this Agreement constitute a discount or reduction in price for purposes of 42 U.S.C. paragraph 1320a-7b(b)(3)(A) ("Discounts"). Customer agrees to file all appropriate reports and to properly disclose and reflect all Discounts in any report filed in connection with state or federal cost reimbursement programs.

13) Miscellaneous. (A) Siemens is willing to sell goods to Customer only in consideration of and in reliance upon the provisions contained herein limiting Siemens' exposure to liability. Such provisions constitute an essential part of the bargain underlying this purchase and sale of Equipment, and have been reflected in the purchase price and other consideration agreed upon by the parties. (B) A failure of or delay in performance shall be excused when caused by matters beyond Siemens' reasonable control. (C) This Agreement contains all the terms and conditions with respect to the sale and purchase of the Equipment named herein and no modification of this Agreement shall be of any force unless such modification is reduced to writing and signed by an authorized representative of each party. (D) If Siemens fails to enforce its rights against Customer at any time, it may enforce those rights later without waiver or at such other time that Customer fails to perform any of Customer's obligations. (E) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN ILLINOIS FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT. CUSTOMER AND SIEMENS EACH EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED TO THIS AGREEMENT.

SIEMENS Healthineers

MASTER PRODUCTS AGREEMENT

Legal Name:	CITY OF JACKSONVILLE, FL
Customer Name:	OFFICE OF THE SHERIFF-HEALTH SVS
Address:	500 E ADAMS ST
City, State, Zip:	JACKSONVILLE, FL 32202

Sold to Customer #: 144189

This Master Products Agreement ("Agreement") by and between Siemens Healthcare Diagnostics Inc. ("Siemens"), and the party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("Customer") is effective as of the date of Siemens' execution ("Effective Date").

1) PURPOSE. The purpose of this Agreement is to provide general terms and conditions under which Siemens and Customer will enter into one or more individual Agreement supplements (each a "Supplement") for the purchase of reagents (or panels), consumables and supplies ("Products") for use with equipment acquired separately ("Equipment"). Equipment is not included within the scope of this Agreement except as set forth in Section 11 (Equipment Maintenance and Service). Each Supplement shall incorporate the terms and conditions of this Agreement as well as additional terms and conditions relevant to the business transaction between the parties, including the term of the Supplement ("Supplement Term").

2) TERM OF AGREEMENT. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party with at least thirty (30) days prior written notice to the other party, provided that termination of this Agreement is not permitted while any Supplement is in effect.

3) COMMITMENT. Customer agrees to make sufficient purchases on a periodic basis during each year of the Supplement Term to meet the minimum annual purchase commitment identified in each Supplement ("Commitment Amount"). Customer will make purchases to meet the Commitment Amount by ordering a minimum dollar amount of the Products identified on each Supplement or, if cost-per-patient-reported (CPPR) pricing is applicable, by generating a minimum number of results. Pricing is set forth in each Supplement and includes a discount based on Customer's Commitment Amount.

4) SHIPPING. Product deliveries will be FOB destination and subject to Siemens' standard delivery terms. Each Supplement shall identify shipping and handling charges and shipping policy. Siemens' standard delivery terms and shipping policy can be found at http://usa.healthcare.siemens.com/services/laboratory-diagnostics /service-and-support/shipping/healthcare-shared- network. Customer shall pay all applicable shipping and handling charges for the Products to be delivered to the Customer.

5) WARRANTY. Siemens warrants to Customer that Products will be free from patent and latent defects in material and workmanship and will conform to the applicable manufacturer's specifications until the date appearing on the applicable packaging. The foregoing warranty does not apply to conditions resulting from use or storage not in accordance with the manufacturer's instructions or other external causes or from operation outside the environmental parameters specified for the Products. Customer's exclusive remedy for breach of this warranty shall be the replacement of such Products.

Siemens also warrants that the use of the Products in the form delivered to Customer and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This warranty does not cover the use of Products in combination with any other product or equipment not approved by Siemens. Customer's exclusive remedy for breach of this warranty shall be the intellectual property indemnification forth in Section 12(c) below.

THE ABOVE ARE THE SOLE WARRANTIES PROVIDED BY SIEMENS UNDER THIS AGREEMENT. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No oral or written promises as to the Products which conflict with this warranty will bind Siemens unless signed by an authorized representative of the party to be bound.

6) TAXES. Customer is responsible for and will pay all sales and use taxes assessed on the sale of the Products under a Supplement (collectively, "Taxes"). If Siemens is billed directly by the taxing authority for such Taxes, Siemens shall initially pay such Taxes and subsequently re-bill Customer. If Customer pays such Taxes directly, then copies of the receipted tax bills or other evidence of payment shall be provided to Siemens upon request.

In the event that Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (i) Customer maintains a valid tax exemption certificate throughout the term of this Agreement; (ii) Customer provides Siemens with a copy of such certificate; and (iii) such tax exemption is allowable and transferable to Siemens, then Siemens will not pay the Exempt Taxes and will not seek reimbursement from Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such Taxes.

7) PAYMENT. All invoices are due and payable within thirty (30) days of the date of invoice.

8) PRICE ADJUSTMENTS. Siemens may increase the prices for Products as specified in the Supplement.

9) COMPLIANCE. At Siemens' discretion, Siemens may periodically review whether Customer has made sufficient purchases to meet the pro-rata portion of the minimum Commitment Amount associated with the period under review. If Customer's purchases for the period under review are insufficient to satisfy the minimum Commitment Amount, then such deficit will be considered a "Shortfall" to meeting the Commitment Amount. In the event of a Shortfall, Siemens, in addition to such other rights as are available by law, reserves the right to compensate for the Shortfall by taking one or more of the following actions: a) immediately implement a price increase for any and all Products for any subsequent period and/or b) invoice Customer for all or part of the Shortfall and/or c) extend the Supplement Term and/or d) terminate the Supplement pursuant to Section 10.

10) TERMINATION. If Customer violates any of the terms of this Agreement or a Supplement, Siemens may in its discretion and without further liability, terminate the applicable Supplement or may terminate this Agreement together with all Supplements. Termination does not relieve Customer of any of its obligations under this Agreement or any Supplement.

11) EQUIPMENT MAINTENANCE AND SERVICE. Siemens may be providing Service (as defined below) in conjunction with Customer's

purchase of Products under a Supplement. If so, such Service (as defined below) will be identified on an Attachment A to a Supplement and the following shall apply: (a) Equipment Maintenance. Customer is responsible for performing all maintenance requirements described in the operating manuals provided by the manufacturer and to keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Additionally, Customer shall (i) not relocate or make alterations to the Equipment without the prior written consent of Siemens, (ii) use the Equipment solely for Customer's business purposes and own use, and (iii) provide reasonable access to Siemens and its agents to inspect the Equipment. (b) Equipment Service. In addition to the operator maintenance responsibilities identified in the operating manual, the Equipment also requires periodic servicing, including preventative maintenance visits ("Service"). If Service is specified on a Supplement, Siemens will provide Service in accordance with the type of service and for the period of time (the "Service Period") that is specified on the Supplement. Such Service shall provide all labor and parts (excluding consumables, electrodes and certain other parts) as are necessary to keep the Equipment in good working order. Service does not cover: (i) failure due to accident, neglect, or operation not set forth in the operating manuals; (ii) Customer's failure to properly maintain the Equipment in accordance with the applicable operating manuals; (iii) use of unauthorized reagents or disposables that may result in damage to or abnormal wear of the Equipment's internal components; or (iv) damage resulting from operating in environmental conditions outside those specified by the applicable operating manuals. For any time when Siemens is not responsible for providing Service, Customer will be responsible for all Service, and for any damage resulting from such Service. Customer is required to pay for the cost of any repairs to the Equipment caused by Customer's negligence, abuse or alteration of the Equipment. Siemens is not required to add any design, engineering, or performance change or development into the Equipment after it is delivered to Customer.

12) LIMITATION OF LIABILITY AND INDEMNIFICATION.
(a) Limitation of Liability. In no event shall Siemens' liability during each year of this Agreement exceed the actual loss or damage sustained by Customer under the particular Supplement giving rise to such loss or damage, up to the amount of fees payable to Siemens under such Supplement during the year in which the loss or damage occurred, however, liability for intentional misbehavior and personal injury will not be limited. **SIEMENS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE PRODUCTS OR SERVICE (UNLESS OTHERWISE AGREED TO BY SIEMENS), OR LOSS OF STORED, TRANSMITTED OR RECORDED DATA. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUPPLEMENT.** The limitations of Siemens' liability contained herein shall apply to Siemens and Siemens' employees, agents and subcontractors performing under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if Siemens or its employees, agents or subcontractors are advised of the likelihood of such damages.

The limitations of Customer's liability set forth herein do not affect Customer's liability for Claims (as defined herein) arising out of the negligent or wrongful acts or omissions of Customer, its employees or agents in connection with this Agreement or any Supplement or Customer's indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement. The limitations of Siemens' liability set forth herein do not affect Siemens' liability for Claims for personal injury arising as a result of Siemens' negligence or product defect, or Siemens' indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement.

THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

(b) General Indemnification. Each party agrees to indemnify and hold the other party and its employees, directors, officers and agents (collectively the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the negligent or wrongful acts or omissions of Siemens, its employees or agents in connection with this Agreement or any Supplement, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and /or settlement of the Claim and all right and power to defend and/or settle such Claim.

(c) Intellectual Property Indemnification. If Customer receives notice that any of the Products, or parts thereof, violates the infringement warranty set forth in Section 5 herein, then Customer shall promptly notify Siemens in writing and give Siemens information, assistance and exclusive authority to evaluate, defend or settle such Claim. Siemens shall then, at its own expense, defend and settle the Claim, procure for the Customer the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives are available on terms reasonable to Siemens, then Customer shall, at Siemens' direction, either return the Products to Siemens or destroy the Products and Siemens shall refund to Customer the purchase price paid by the Customer for the Products. The foregoing states Siemens' entire obligation and liability, and the Customer's sole remedy, for Claims of infringement. Siemens will not defend or indemnify Customer, however, if any such Claim results from (i) use of other than the most recent version of the Products made available to Customer by Siemens; (ii) Customer's alteration of the Products without Siemens' written authorization; (iii) use of the Products in combination with equipment not provided by Siemens; or (iv) use of the Products in a manner that is not in accordance with the manufacturer's manual, specifications and other accompanying documentation or other instruction from Siemens.

The obligations of indemnity shall survive the expiration or termination of the Agreement.

13) APPLICATION LAW; JURISDICTION. THIS AGREEMENT AND ALL SUPPLEMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN ILLINOIS FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT.

14) ASSIGNMENT. Customer may not assign either this Agreement, or any Supplement, or any right or obligation arising out of this Agreement or any Supplement, without the express written consent of Siemens, and such consent shall not be unreasonably withheld, provided that Customer agrees to remain primarily responsible under the Supplement. Customer must provide Siemens with prompt written notice of any change in ownership, change in control or operations or any other change which would affect the ordering, shipment, invoicing or payment of Products.

15) DISCLOSURE OF DISCOUNTS. Customer acknowledges that discounts, rebates, credits, free goods or services, coupons or other things of value which Customer may receive from Siemens under this Agreement or any Supplement constitute a discount or reduction in price for purposes of 42 U.S.C. paragraph 1320a-7b(b)(3)(A) ("Discounts"). Customer agrees to file all appropriate reports and to properly disclose and reflect all Discounts in any report filed in connection with state or federal cost reimbursement programs.

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16) CONFIDENTIALITY. Customer and its employees will maintain the confidentiality of any oral or written information disclosed by Siemens, including: (i) the terms of this Agreement (including, but not limited to, pricing); (ii) information designated as confidential; and (iii) information that should reasonably be expected to be treated as confidential by the recipient whether or not such information is designated as confidential. Except as necessary to carry out this Agreement, confidential information will not be disclosed by Customer or its employees to any third party or used by Customer or its employees without the prior written consent of Siemens. Siemens may in the provision of Products and Equipment and performance of its services under the Agreement collect data from Customer associated with installation, validation, and servicing of the Equipment ("Customer Data"). The Customer Data may include data that is considered Protected Health Information as that term is defined in 45 CFR § 160.103 and used in the Health Insurance Portability and Accountability Act ("HIPAA"). ANY SUCH USE BY SIEMENS OF ANY SUCH CUSTOMER DATA WILL SPECIFICALLY EXCLUDE (i) DISCLOSURE OF ANY SPECIFIC PATIENT IDENTIFICATION OF INFORMATION AS ORIGINATING FROM A CUSTOMER SYSTEM AND (ii) ANY USE OF INFORMATION BY SIEMENS IN VIOLATION OF APPLICABLE HIPAA PROVISIONS REGARDING PROTECTED HEALTH INFORMATION. For the avoidance of doubt, Siemens does not claim any ownership of Customer Data; however, Customer hereby grants to Siemens the perpetual, non-exclusive, worldwide, irrevocable, royalty-free, unlimited, transferable and within Siemens sub-licensable right to use the Customer Data for lawful purposes such as benchmarking, improvement of Siemen's services and other general commercial services.

17) ENTIRE AGREEMENT; AMENDMENTS. Each Supplement (as incorporating the terms and conditions of this Agreement) sets forth the entire agreement between the parties relating to the subject matter herein and there are no understandings, agreements, or representations expressed or implied not stated herein and therein, including by reason of any terms or conditions of any agreement ("Group Purchasing Agreement") between Siemens and a group purchasing organization ("GPO"). Notwithstanding the foregoing, as between Customer and Siemens, Customer may still be entitled to certain benefits pursuant to the terms of a Group Purchasing Agreement between Siemens and a GPO by virtue of Customer's membership in such GPO provided Customer is an active member of the GPO and the Group Purchasing Agreement is in full force and effect. To that end, in the event of any conflict or inconsistency between the terms of any Supplement (as incorporating the terms and conditions of the Agreement) and the terms of such Group Purchasing Agreement, (a) if the conflict or inconsistency is regarding payment or financial obligation, then the terms of this Agreement shall control and (b) if the conflict or inconsistency is regarding any other term or condition (not regarding a payment or financial obligation), then the terms and conditions of the Group Purchasing Agreement shall control. Neither the Agreement nor any Supplement shall be terminated (except termination in the event of a Default or modified except by a written document signed by authorized representatives of both parties making specific reference to the Agreement or Supplement, as applicable and expressing the intention to modify or terminate. Any modifications contained or incorporated into a Supplement that in any way alter the terms of the Agreement shall be effective only with respect to that Supplement and shall be ineffective with respect to any other Supplement. Any term or condition contained in a Customer purchase order relating to Products supplied under a Supplement shall be null and void

18) MISCELLANEOUS. (a) If Siemens fails to enforce its rights against Customer at any time, it may enforce those rights later without waiver or at such other time that Customer fails to perform any of Customer's obligations.

(b) Customer agrees not to disclose the prices or the terms and conditions of Customer's purchases under this Agreement to any person except as required by law.

(c) TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THE AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY.

(d) Customer and Siemens will send any required notices to the other party by registered or certified mail or by recognized overnight courier service. All notices will be sent to the applicable party at the address set forth herein. A party may designate an alternate address for notices by giving written notice thereof in accordance with the provisions of this Section.

Delivery dates and other contractual obligations of Siemens may change due to the effects of the Covid-19 epidemic or other epidemic, including delays and disruptions in the supply chain, manufacturing, or execution as well orders by authorities and prioritization of (new and existing) orders of customers which are essential for the public healthcare. The magnitude of such changes cannot be predicted and might be substantial because it depends on the development of the Covid-19 epidemic or other epidemic.

Siemens and Customer expect to complete Equipment delivery and Equipment go-live (Equipment available for first patient use) by the dates specified in the Supplement to this Agreement, if applicable.

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Agreement as of the Effective Date.

Customer:

By: _____

Name (print): _____

Title: _____

Date: _____

Siemens Healthcare Diagnostics Inc.:

By: _____

Name (print): _____

Title: _____

Date: _____

Address: 511 Benedict Ave, Tarrytown, NY 10591

SIEMENS Healthineers

Supplement to Master Products Agreement

Product Line: Syva
Billing Option: Cost Per Test

Legal Name:	CITY OF JACKSONVILLE, FL	Group Purchasing Organization:	NO PRIMARY
Customer Name:	OFFICE OF THE SHERIFF-HEALTH SVS	Sold to Customer #:	144189
Address:	500 E ADAMS ST		
City, State, Zip:	JACKSONVILLE, FL 32202		

THIS SUPPLEMENT ("Supplement") to the Master Products Agreement (the "Agreement") dated _____ is by and between Siemens Healthcare Diagnostics Inc. ("Siemens") and the party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("Customer") and incorporates the terms and conditions of the Agreement. Capitalized but undefined terms will have the meanings ascribed to them in the Agreement. Attachment A and all terms included therein are incorporated by reference into this Supplement. For all purposes hereof, this Supplement is effective as of the date of Siemens' execution ("Supplement Effective Date").

1) PRODUCTS. Customer agrees to purchase from Siemens on a periodic basis during each year of the Supplement Term, the Products listed on Attachment A at the prices specified on Attachment A.

2) PRODUCT INVOICING. Customer will be invoiced upon shipment of the Products.

3) COMMITMENT. The Commitment Amount is specified on Attachment A. The Commitment Amount and pricing are determined by tiers under the Group Purchasing Agreement. At Siemens' discretion, Siemens may periodically review whether Customer has made sufficient purchases to meet the pro-rata portion of the Commitment Amount associated with the period under review during the Supplement Term.

4) TERM. This Supplement is effective as of the Supplement Effective Date. The Supplement Term is 84 months beginning thirty (30) days after the Supplement Effective Date. Upon completion of the Initial Supplement Term, the Supplement shall automatically renew on a month-to-month basis until either party provides the other with thirty (30) days written notice of termination. In the event that Customer and Siemens enter into a subsequent Supplement for the provision of the same Products as these herein, then this Supplement shall automatically terminate upon the Effective Date, as defined therein, of such subsequent Supplement.

5) PRICING TERMS. The pricing under this Supplement applies only to the Products that are used by Customer. The pricing and other terms stated in this Supplement supersede any previous price arrangements Customer has with Siemens or any Group Purchasing Agreements. Siemens will not increase the Products' prices during the Supplement Term, except as otherwise permitted under the terms of this Supplement (such increases are referred to herein as "Price Increases").

6) TRAINING. Siemens will provide training at the location and for the number of people specified on Attachment A. The training slots shall remain available for two years from the date of Equipment delivery.

7) SERVICE. If Service is specified on Attachment A, a Siemens appointed service representative will provide Service in accordance with the type of service and for the Service Period specified on Attachment A.

8) ENTIRE AGREEMENT; AMENDMENTS. All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein. There are no understandings, agreements, or representations expressed or implied not stated herein (as incorporating the terms, covenants and conditions set forth in the Agreement). If there is a conflict between the terms of this Supplement and the Agreement, the terms of this Supplement (including any Attachment(s) and Exhibit(s)) shall prevail.

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Supplement as of the Supplement Effective Date.

CUSTOMER:		**SIEMENS HEALTHCARE DIAGNOSTICS INC.:**	
By:	_____	By:	_____
Name (print):	_____	Name (print):	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
		Address:	511 Benedict Ave, Tarrytown, NY 10591

SIEMENS Healthineers

Attachment A

to the Supplement
to the Master Products Agreement

Quote #: 1-T1GVWI-0
Approved: 09/18/2020

Legal Name:	CITY OF JACKSONVILLE, FL	Purchasing Group:	NO PRIMARY
Customer Name:	OFFICE OF THE SHERIFF-HEALTH SVS	Sold To Customer #:	144189
Product Line:	Syva		

Total annual minimum Commitment Amount: $14,639.29

Equipment Information - Syva

	Part #	Onsite	Quantity	Comments
VIVA Pro E	10804305	N	1	
Viva-ProE Instrument Kit - ACC	11239286	N	1	

Service

	Service Level	Quantity	Start Year	# of Years	Comments
Warranty Service	VIVA-ProE PLUS	1	1	1	Included
Extended Service	VIVA-ProE 2-7YR PLUS AGRMT	1	2	6	Included

Training

	Total Training	Training Site	Air Paid By	Comments
Viva Pro-E_ClassTraining	1	Siemens	Siemens	Included

Products: Reagents Pricing - Syva

Reagent	Part #	Total Tests / Yr	Test/Kit	Total Kits/Yr	Cost/Test	Cost/Kit	Total Annual
DAU							
6-AM E2P - 28 ml / 14 ml	10470440	1,600	160	10	$0.92	$147.84	$1,478.40
ARK Fentanyl 2 Assay 28 mL	11554027	1,470	245	6	$0.92	$226.38	$1,358.28
Amphetamines DAU EMIT II Plus - 140 Tests	10445418	1,560	130	12	$0.92	$120.12	$1,441.44
Benzodiazepines DAU EMIT II Plus - 29 ml / 12 ml	10445430	1,680	140	12	$0.92	$129.36	$1,552.32
Cocain DAU EMIT II Plus - 28 ml / 12 ml	10445438	1,540	140	11	$0.92	$129.36	$1,422.96
Opiates DAU EMIT II Plus - 29 ml / 11 ml	10445414	1,540	140	11	$0.92	$129.36	$1,422.96
Oxycodone Emit II Plus - 30 ml	10720808	1,570	157	10	$0.92	$145.07	$1,450.70
THC DAU EMIT II Plus - 29 ml / 12 ml	10445470	1,540	140	11	$0.92	$129.36	$1,422.96
DAU Total Annual		12,500					$11,550.02

THIS PROPOSAL CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF SIEMENS HEALTHINEERS, INCLUDING PRICING INFORMATION. THIS INFORMATION SHALL NOT BE DISCLOSED TO ANY THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SIEMENS HEALTHINEERS, EXCEPT CUSTOMER MAY SHARE SUCH INFORMATION WITH ITS AUDITORS, COUNSEL AND DESIGNATED PRIMARY GROUP PURCHASING ORGANIZATION IN THE ORDINARY COURSE OF BUSINESS, PROVIDED SUCH PARTIES HAVE AGREED TO MAINTAIN THE CONFIDENTIALITY OF SUCH INFORMATION.

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Products: Supplies - Syva	Part #	Annual # of Kits	Cost/Kit	Total Annual
6-AM/Ecstasy Calibrators L1 - CAL - 10 ml	10470441	2	$53.67	$107.34
6-AM/Ecstasy Calibrators L2 - CAL - 10 ml	10470442	2	$50.29	$100.58
6-AM/Ecstasy Calibrators L3 - CAL - 10 ml	10470443	2	$77.20	$154.40
6-AM/Ecstasy Calibrators L4 - CAL - 10 ml	10470444	2	$67.32	$134.64
Bottle empty 28 ml - 20 pcs	10445251	1	$21.01	$21.01
Cuvette - Reaction Rotor - 3 pcs	10445345	1	$77.36	$77.36
Cuvette Clean Solution A 0.1n HCL - 1000 ml	10445339	1	$35.96	$35.96
Cuvette Clean Solution B 0.1n NaOH - 1000 ml	10445341	1	$42.02	$42.02
Dry BLock Selector	10340144	1	$94.90	$94.90
EMIT Bottles 15 ml empty - 20 pcs	10445250	1	$21.01	$21.01
EMIT II Plus DAU L0 Calibrator - CAL - 14 ml	10445406	2	$78.80	$157.60
EMIT II Plus DAU L1 Calibrator - CAL - 14 ml	10445407	2	$78.80	$157.60
EMIT II Plus DAU L2 Calibrator - CAL - 14 ml	10445408	2	$78.80	$157.60
EMIT II Plus DAU L3 Calibrator - CAL - 14 ml	10445409	2	$78.80	$157.60
EMIT II Plus DAU L4 Calibrator - CAL - 14 ml	10445410	2	$78.80	$157.60
EMIT II Plus DAU L5 Calibrator - CAL - 14 ml	10445411	2	$78.80	$157.60
Emit II+ Spec Multidrug cal/con LV1 -10 ml	10720807	2	$105.00	$210.00
Emit II+ Spec Multidrug cal/con LV4 -10 ml	10720815	2	$105.00	$210.00
Fentanyl ARK Cal Cutoff - CAL - 2 x 10 ml	11354476	2	$87.50	$175.00
Fentanyl ARK Cal Neg - CAL - 2 x 10 ml	11354475	2	$87.50	$175.00
LABEL BARCODE 2.25 X1.25 -25200 QTY	10802109	1	$175.00	$175.00
MIXER BELT	10336657	1	$26.27	$26.27
PLASTIC TUBE FROSTED - 13x75mm	10445220	1	$25.50	$25.50
SODIUM HYPOCHLORIT -	10445223	2	$26.47	$52.94
Sample cups 2 ml - 1000 pcs	10445229	1	$34.86	$34.86
System Solution - 1000 ml	10445247	4	$54.40	$217.60
Transfer pipette 1.5 ml - 500 pcs	10372387	1	$30.63	$30.63
Water Filter	10332628	1	$21.65	$21.65
Total Annual Supplies				**$3,089.27**

Prices for Reagents and Supplies not listed above will be according to the tier pricing in effect at the time of shipment.

Prices for Reagents and Supplies not yet commercially available will be determined at the time of introduction and are not covered by this Agreement.

CUSTOMER:

By: _____

Name (print): _____

Title: _____

Date: _____

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

By: _____

Name (print): _____

Title: _____

Date: _____

Address: 511 Benedict Ave, Tarrytown, NY 10591

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SIEMENS
Healthineers

Community Correction Division
451 N. Catherine St.
Jacksonville, FL 32202
Attn: Deidra Baines

To Whom It May Concern:

Siemens Healthcare Diagnostics offers comprehensive and reliable drug-testing solutions for clinical and non-clinical laboratories with numerous analyzers and reagent packaging configurations to meet your testing volume, menu, and frequency needs.

Syva EMIT reagents utilize homogeneous enzyme immunoassay technology for drugs-of abuse testing and therapeutic drug monitoring. Siemens is the sole manufacturer of Syva® EMIT® reagents.

Siemens Healthcare Diagnostics is the exclusive distributor of the Viva-Jr® Drug Testing System, the Viva-PROE® Drug Testing System, and the V-Twin® Drug Testing System. Siemens is also the exclusive United States distributor of the Beckman Coulter AU Family of Chemistry Systems for high volume toxicology laboratories. This includes: the AU480, AU680 and AU5800 series of high volume instrument platforms.

Thank you for doing business with Siemens Healthcare Diagnostics.

Sincerely,

Mark Wild
Sr. Director, LD Specialty Sales
Phone: 1 (720) 201-1016
Fax: (302) 631-7997
EM: mark.wild@siemens-healthineers.com