



Department of Emergency Services

Memorandum

38457

TO: Board of Acquisition and Contract

FROM: John M. Cullen
Commissioner of Emergency Services

DATE: February 14, 2014

SUBJECT: **Authorization to enter into an agreement with Thermo Eberline LLC for the provision of equipment training on set up and operation of up to 15 TPM-903B units and 12 Interceptor RIIDs at up to eleven (11) different healthcare facilities in Westchester County, along with field service on said units, for the period April 1, 2014 through July 31, 2014 for an amount not-to-exceed \$23,850**

Authorization is requested for the County of Westchester (“County”), acting by and through its Department of Emergency Services (“Department”), to enter into an agreement with Thermo Eberline LLC (“Thermo Eberline”), pursuant to which Thermo Eberline will provide equipment training on set up and operation of up to 15 TPM-903B units and 12 Interceptor RIIDs at up to eleven (11) different healthcare facilities in Westchester County, and at the Department of Emergency Services (“WCDES”) offices in Valhalla, along with field service on said units, for the period April 1, 2014 through July 31, 2014 for an amount not-to-exceed \$23,850 (the “Agreement”).

As your Honorable Board may know, using grant funds awarded to the County by the New York State Division of Homeland Security and Emergency Services (“DHSES”), the Department purchased and placed radiation detection equipment known as “TPM-903B” and “Interceptor RIID” at various hospitals throughout the county for the purpose of detecting the presence of radiological materials, sources and/or contamination entering the hospitals through the patient, visitor and/or employee entrances. Because many hospital personnel who were originally trained on these devices are no longer working in those specific positions at their respective hospitals, the Department feels it would be prudent to provide additional training services on these devices. In addition, field services may be necessary on both units to ensure that the units are functioning in accordance with the manufacturer’s requirements.

Thermo Eberline will provide the following services under the proposed Agreement:

1) "Train the Trainer" training on set up and operation of up to 15 TPM-903B units and 12 Interceptor RIIDs at up to eleven (11) different healthcare facilities in Westchester County and at the WCDES office in Valhalla.

2) Field Service on 15 TPM-903B units to complete the recommended control module modifications as noted in the TPM903 Tech bulletin issued May 24, 2012, and in accordance with the scope of work set forth in Thermo Eberline's Sales Quotation dated February 4, 2014. Such services shall be performed at up to eleven (11) different hospital locations in Westchester County as well as at the WCDES office in Valhalla; and

3) Field service, when applicable, on twelve (12) units of the Interceptor RIID (subject to availability). Such services shall be performed at up to eleven (11) different hospital locations in Westchester County as well as at the WCDES office in Valhalla in accordance with the scope of work set forth in Thermo Eberline's Sales Quotation dated February 4, 2014.

The goals and objectives of this Agreement are to provide our critical "911" receiving hospitals with enhanced ability to screen, detect and monitor radiation contamination on patients, visitors and staff entering the institution.

This Agreement is in the best public interest because Westchester has only eleven (11) hospitals receiving patients from the "911" system. If a patient, visitor, or staff member were to enter the facility with radioactive contamination, the resulting contamination could shut an emergency department or the entire institution until it could be completely decontaminated, monitored and declared "clean". The training and field services received under the proposed Agreement will give the hospitals added ability to monitor persons entering and also to monitor the facility itself.

The Department will monitor the effectiveness of this effort through a series of trainings and exercises. The Department will also include program review in all its regularly scheduled meetings with the Hospital.

It should be noted that Thermo Eberline, a business unit of Thermo Scientific Radiation Measurement and Security Instruments, is the exclusive agent/sole source provider for the TPM903B, and has been approved by DHSES for a non-competitive procurement. Accordingly, my recommendation is that the subject procurement qualifies as a sole source procurement pursuant to Section 9 of the Westchester County Procurement Policy.

In view of the importance of this program, I most respectfully recommend approval of the attached resolution.

JMC/LL/jpg

RESOLUTION

Upon a communication from the Commissioner of Emergency Services, be it hereby

RESOLVED, that the County of Westchester, acting by and through its Department of Emergency Services, is authorized to enter into an agreement with Thermo Eberline LLC (“Thermo Eberline”), pursuant to which Thermo Eberline will provide equipment training on set up and operation of up to 15 TPM-903B units and 12 Interceptor RIIDs at up to eleven (11) different healthcare facilities in Westchester County, along with field service on said units, for the period April 1, 2014 through July 31, 2014 for an amount not-to-exceed \$23,850; and be it further

RESOLVED, that as Thermo Eberline LLC is the sole provider of these services, the subject procurement qualifies as a sole source procurement pursuant to Section 9 of the Westchester County Procurement Policy; and be it further

RESOLVED, that this agreement is subject to County appropriations; and be it further

RESOLVED that this agreement is also subject to further financial analysis of the impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

| Account to be Charged/credited | Fund | Agency | Capital Project Or Org | Object/ Sub Object | Trust Account | Activity | Dollars |
|--------------------------------|------|--------|------------------------|--------------------|---------------|----------|-------------|
| | 263 | 20 | 342L | 4380 | T342 | 8000 | \$23,850.00 |
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Budget Funding Year(s) 2014 Start Date 4/01/14 End Date 7/31/14
 (must match resolution)

Funding Source Tax Dollars _____
 State Aid _____
\$23,850 Federal Aid \$23,850.00
 (must match resolution) Other _____