

SS-5328-23-KH

CITY OF GRAND JUNCTION
SOLE SOURCE JUSTIFICATION FORM

Date: 6/22/2023 Requested By: Caleb Church
 Department: Police Division: Drug Task Force
 Vendor Name: 908 Devices Net Cost Delivered: \$ 70,678.08

Provide G/L Account where funds are budgeted: 100-430-280-140.8100
 Project code, if applicable _____

SOLE SOURCE JUSTIFICATION

(INITIAL ALL ENTRIES THAT APPLY)

Material/Service Description: MX908 Portable Mass Spectrometer

1. _____ - The vendor is the original equipment supplier/manufacturer and there are no regional distributors;
2. X - The product, equipment or service requested is clearly superior functionally to all other similar products, equipment or service available from another manufacturer or vendor;
3. _____ - The over-riding consideration for purchase is compatibility or conformity with City-owned equipment in which non-conformance would require the expenditure of additional funds;
4. X - No other equipment is available that shall meet the specialized needs of the department or perform the intended function;
5. _____ - Detailed justification is available which establishes beyond doubt that the Vendor is the only source practicably available to provide the item or service required;
6. _____ - Detailed justification is available which proves it is economically advantageous to use the product, equipment or service.

Attach Justification Memo and Pricing Documentation, then proceed with signatures below.
After Dept Head approval, forward to Purchasing.

Department Director Approval:

I recommend that competitive procurement be waived and that the service or material described herein be purchased as a sole source.

Signed: DocuSigned by: Matt Smith 11/3/2023
2FFFDAB3E8BE478 Department Head Signature Date

Purchasing Approval:

Based on the above and attached documents, I have determined this to be a sole source with no other vendor practicably available.

Signed: DocuSigned by: Jay Valentine 11/3/2023
09BA36D53ED04B7 Purchasing Manager Signature Date

Final Authorization

City Manager Approval Required (\$25K to \$50K)

yes / no

Signed: DocuSigned by: Greg Laton 11/6/2023
2F1EE1D55758492 City Manager Signature Date

City Council Approval Required (over \$50K)

yes / no

*November 1, 2023



Memorandum

FROM: Sgt. Caleb Church
DATE: 7-11-23
SUBJECT: MX908 Sole Source Justification

The Grand Junction Police Department recently applied for the “Synthetic Opiate Poisoning Investigation and Distribution Interdiction Grant” through the State of Colorado. As part of this grant the Grand Junction Police Dept. (GJPD) and the Western Colorado Drug Task Force (WCDTF) requested funds to purchase an MX908 portable mass spectrometer to better address the issue of identifying dangerous synthetic opiates which are being encountered locally more and more frequently. This device also has similar applications in the detection and identification of explosive compounds and could easily be used by the GJPD Bomb Squad.

Illicit Fentanyl has become a huge problem nationwide and the Grand Valley is no exception with both abuse and fatalities occurring regularly. Fentanyl is a very powerful synthetic opiate and can be fatal in very small doses, as little as 2-3 milligrams.



As a visual reference, on the left is a lethal dose of heroin, equivalent to about 30 milligrams; on the right is a 3-milligram dose of fentanyl, enough to kill an average-sized adult male. To complicate this issue further the illicit fentanyl is frequently mixed with other substances as “cut” or “filler” material making it even more difficult to detect.

The GJPD is currently using a Raman Spectroscopy device known as the TruNarc for presumptive identifications of unknown substances. In layman’s terms Raman technologies illuminate substances with a laser and interpret the reflected light wavelengths in order to identify substances. While this technology is helpful and

adequate in many circumstances it typically requires at least 10% of a substance in a given sample in order to identify it. Since it requires such minute quantities of the drug, fentanyl is frequently mixed in ratios in the range of 1%-3% which typically cannot be identified using the TruNarc. For example, typical TruNarc tests on known illicit fentanyl pills only identify “Acetaminophen” which is used as the filler to form the pills.



Memorandum

The MX908 is technically a portable High Pressure Mass Spectrometer. This technology can identify multiple substances in a given sample, is very sensitive, and can easily identify compounds at or below 1% of the sample. In addition to this, the MX908 can analyze trace samples (those invisible to the naked eye) which could be helpful in identifying the previous presence of an illicit drug or explosive residue.

The MX908 is a truly portable device which weighs approximately 4.4 pounds and can be utilized in the field. It has very few if any direct competitors which can match its technology and portability. After researching the competition, the closest option we could locate was a multi-piece unit in the 30-40 pound range which was the size of a large printer.

Many similar devices require advanced training and would not be feasible for field use by law enforcement officers. The MX908 could be used in the field with basic training and does not require user interpretation of its results. It also creates a report of each analysis (Mass Spectral Image) which can be saved and reviewed after the fact.

While the MX908's cost is a significant investment, its cost is fully covered through the state grant and does not require additional funds from the city of Grand Junction for the purchase. Included with the cost of the device is the necessary training on its utilization for GJPD employees.

Thank you for your consideration,

Sgt. Caleb Church # 04-1
Grand Junction Police Dept. / Western Colorado Drug Task Force



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Boston, MA 02210

Prepared By Tom Keller
Email tkeller@908devices.com

Created Date 12/21/2022
Quote Number 90808055
Expiration Date 3/24/2023

Customer

Contact Name Caleb Church
Phone 970-712-9806
Email calebc@gjcity.org

Bill To Name Grand Junction Police Department Ship To Name Grand Junction Police Department
Bill To Grand Junction, Colorado
United States

Product Code	Product	Product Description	Sales Price	Quantity	Discount	Total Price
820-00907	Foam-tipped Applicator Swabs, MX908	Foam-tipped Applicator Swabs, 6 in (15 cm), plastic shaft, MX908 (50 count)	USD 44.00	2.00	1.00%	USD 87.12
MX908-01-1-0-03-00	MX908-c S1 (Trace, Vapor)	MX908-c, handheld mass spec chemical detection system for gas/vapor, liquids and solids. Includes one (1) year warranty and support; one (1) on-site training class (10 students max, expires 6 months after purchase, CONUS only); Type A plugs; Trace, Vapor Modules. Available to US customers or with pre-approval/export license as required. Note: MX908-01-1-0-03-00 replaces MX908-01-1-0-03, and reflects the same device, warranty/support, training and hardware configuration.	USD 70,303.00	1.00	1.00%	USD 69,599.97
415-00042	Trace Sampling Swabs, MX908 (100 count)	Trace Sampling Swabs, MX908 (2 hard cases, 100 swab count total).	USD 199.00	4.00	1.00%	USD 788.04
415-00044	Training Kit, Chemical samples, MX908	Chemical training kit for MX908	USD 205.00	1.00	1.00%	USD 202.95

Grand Total USD 70,678.08

Delivery, Banking & Payment Information

DELIVERY: <90 Days ARO
PAYMENT TERMS: NET 30 Days
SHIPPING TERMS: FOB Origin, Freight Prepaid

CAGE 6RTZ6
DUNS 078437853
TaxID 45-4524096

Payment Information



645 Summer Street, 2nd Floor
Boston, MA 02210

To Pay By ACH/Wire:

Routing - 121140399
SWIFT - SVBKUS6S
Account - 3300870511

Bank:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
United States of America

Please Mail all Checks to our Lockbox Location:

908 Devices Inc.
PO Box 83166
Woburn, MA 01813-3166
United States of America

If FedEx, UPS, etc.

908 Devices Inc.
83166
500 Ross Street 154-0455
Pittsburgh, PA 15262-3166
United States of America

Payments made via credit card will be subject to a 3.15% convenience fee.

Terms & Conditions

Terms of Sale

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

1. GENERAL. 908 Devices Inc., ("Seller") hereby offers for sale to the buyer named on the face hereof ("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.

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. Buyer agrees to pay for all fees associated with the method of payment (e.g. wire fees). Payment by credit card will be subject to a 3.15% fee.

5. DELIVERY; CANCELLATION OR CHANGES BY BUYER. The Products will be shipped to the destination specified by Buyer, F.O.B. 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, and 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.



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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 and risk of loss of 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 Seller's quote, for Products, or if none indicated then as specified in. Seller's product documentation, published specifications or package inserts. If a period of time is not specified in Seller's quote, product documentation, published specifications or package inserts, the warranty period shall be one (1) year. The warranty period will start 30 days from the date of shipment to Buyer for equipment (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate 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. 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.

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 therefor 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 STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, 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, 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



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10. **INTELLECTUAL PROPERTY RIGHTS.** 908 Devices exclusively owns and retains all intellectual property rights in and to the Products and technology that is in and included with the Products. No license or other rights, either express or implied, are granted by 908 Devices to Buyer under these Terms of Sale with respect to any such intellectual property rights. For more information about 908 Devices' patent portfolio, see www.908devices.com/patents.

The Product may not be disassembled or otherwise reverse engineered or analyzed by chemical, radiograph or other nondestructive tests or scans; for example, and not by way of limitation, any housing or other enclosure encasing any component of the Product may not be opened and any security locks, stickers, seals or notices that are affixed to the Product may not be opened or removed.

Buyer acknowledged and agrees that there can be no adequate remedy at law for any breach by Buyer of its obligations hereunder, that any such breach or any unauthorized use of the Product or of any of 908 Devices' intellectual property will result in irreparable harm to 908 Devices and therefore, that upon any such breach, unauthorized use or any threat thereof, 908 Devices will be entitled to appropriate equitable relief in addition, to whatever remedies it might have at law and to be indemnified by the Buyer from any loss or harm, including, without limitation, attorney's fees, in connection with any breach or enforcement of Buyer's obligations hereunder or the unauthorized use of the Product or any of 908 Devices' intellectual property, Buyer will notify 908 Devices in writing immediately upon the occurrence of any such unauthorized use or other breach of which it is aware.

Buyer will not to sell, assign, pledge, mortgage, hypothecate, encumber, dispose or otherwise provide, transfer or make available the Product to any third party unless Buyer has entered into a written agreement with such third party that (i) contains in substance at least the terms of Sections 11 and this Section 10 of these Terms of Sale, and (ii) provides that 908 Devices is an intended third-party beneficiary of such agreement.

11. **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.

12. 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 or to be exported by 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.

13. **Resale.** Subject to the terms and conditions herein, Buyer shall have the right to resell or transfer the Products to any third party (an "End User"), provided that (a) Buyer makes such sale pursuant to binding terms and conditions no less protective of Seller and the Product hereunder and Buyer makes no representation or warranty on behalf of Seller, (c) Buyer fairly and accurately represents the Product at all times only in accordance with the express statements in Seller's written documentation, and (d) Buyer ensures that Seller's user manual and all applicable warnings are delivered to each and every End User of the Product.

14. **U.S. Government.** The use, duplication, reproduction, release, modification, disclosure or transfer of software Products, or any related documentation of any kind (including, without limitation, technical data or manuals), is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies. The software Products are "commercial items" and commercial computer software and the related documentation is commercial computer software documentation. The use of the software Products and related documentation is further restricted in accordance with the terms of this Agreement and any software license included or provided with a particular software Product.

15. **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



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and construed in accordance with the laws of the State of Seller, 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, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (c) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (d) 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. (e) 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. (f) 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. (g) 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.



Grand Junction City Council

Regular Session

Item #3.d.

Meeting Date: November 1, 2023
Presented By: Matt Smith, Chief of Police
Department: Police
Submitted By: Shawn Hasty, Deputy Chief

Information

SUBJECT:

Purchase of 908 Devices, Inc. MX908 Portable Mass Spectrometer

RECOMMENDATION:

Staff recommends a sole source approval for the purchase of a 908 Devices Inc. Portable MX908 Mass Spectrometer in the amount of \$70,678.08.

EXECUTIVE SUMMARY:

This request is to make a sole-source purchase of a 908 Devices Inc. Portable MX908 Mass Spectrometer in the amount of \$70,678.08. This is a portable device with the sensitivity and selectivity to detect invisible and hidden, very small traces, of compounds, such as Fentanyl, and identify those compounds very quickly in the field.

The MX908 is currently being used by first responders around the country. The MX908 is the only portable mass spectrometer that is an easy-to-use hand-held unit with the sensitivity and selectivity to detect invisible and hidden compounds and identify those compounds very quickly. The MX908 is a non-intrusive controlled substance identification system that will improve officer safety by reducing potential exposure to low-concentration, high-potency mixtures of fentanyl-laced narcotics and innocuous-looking pills that have been pressed to appear as licit substances. The MX908 is only available through 908 Devices Inc.

BACKGROUND OR DETAILED INFORMATION:

In the categories of; sensitivity, accuracy, detection/identification speed, portability, and ease of use, the MX908 overall far exceeds all other equipment available to the Grand Junction Police Department. By quickly and accurately identifying a substance in the field, first responders will be able to make immediate informed decisions that will affect the safety of the community and first responders while increasing the efficiency,

thoroughness, and completeness of investigations. Knowing what substance is present allows the first responder to determine how the substance should be safely handled, what substance could be responsible for a person's overdose, and if there is a contaminated area that needs to be secured, processed, and cleaned. These investigations include the possession and distribution of substances like Fentanyl, which is responsible for more than 50 overdose deaths in the community in the past seven years.

Currently, the use and distribution of Fentanyl or Fentanyl laced drugs has become an epidemic across the country. Fentanyl, a synthetic opiate, is produced and sold in a powder form, which is 30 to 50 times more potent than heroin. Just two milligrams of pure Fentanyl, the size of a small pinhead, is considered to be a deadly dose for more than 95 percent of the American public. It takes only a small amount of Fentanyl inhaled through the nose or mouth and absorbed by mucous membranes to cause severe adverse reactions.

In the second quarter of 2023, the Grand Junction Police Department, including the Western Colorado Drug Task Force, seized 19,249 grams of Fentanyl, which is equivalent to nearly 43 pounds. Most of this was in the form of counterfeit Oxycodone pills laced with Fentanyl. For street consumption, and to avoid an overdose, a counterfeit Oxycodone pill will contain less than 3 percent of Fentanyl, with the rest of the pill made up of cutting agents and/or binders. For detection purposes, Fentanyl is basically "hidden" within the cutting agents. Currently, the methods to detect trace substances for the presence of Fentanyl include a TRUNARC (optical infrared detection), Field Test Kits, Canine and Gas Chromatography Mass Spectrometry (GCMS). The TRUNARC has proven to be a reliable testing device for most of the illegal drugs in Mesa County prior to the Fentanyl epidemic. However, the TRUNARC requires bulk or visible amounts of material and typically cannot detect materials at less than 10 percent of a mixture. Therefore, more sensitive equipment is critical to the identification of highly dangerous substances to improve safety for victims and first responders. The GCMS systems, utilized by the Colorado Bureau of Investigations (CBI) lab, are highly selective and sensitive but require expert operators, have burdensome logistics trails, are heavy (30 lbs. / 14 kg) and expensive to obtain (~ \$100,000 USD), and require lengthy warm-up periods and tens of minutes for analysis. The substance to be tested would have to be submitted to CBI for testing, which would require the release of persons possessing or distributing the drugs while awaiting the test results. Currently, the test result time for CBI is in excess of three weeks.

FISCAL IMPACT:

The cost of this purchase is included in the adopted 2023 budget and is fully funded by an Opiate Interdiction Grant.

SUGGESTED MOTION:

I move to (approve/deny) the City Purchasing Division to issue a purchase order with 908 Devices Inc. for the sole source purchase of a Portable MX908 Mass Spectrometer, in the amount of \$70,678.08.

Attachments

None