

**RESOLUTION 23-140**

**A RESOLUTION TO AUTHORIZE THE PURCHASE OF A FOXHOUND NARCOTIC  
DETECTOR FOR THE POLICE DEPARTMENT**

**WHEREAS**, the Spring Hill Board of Mayor and Alderman approved Resolution 23-99, to accept the Violent Crime Intervention Fund grant in the amount of \$156,610.00 from the State of Tennessee; and

**WHEREAS**, the Police Department request to purchase a Fox Hound narcotic detector, from Viken Detection for \$25,110.00; and

**WHEREAS**, the State of Tennessee will reimburse the city for the cost of the narcotics detector; and

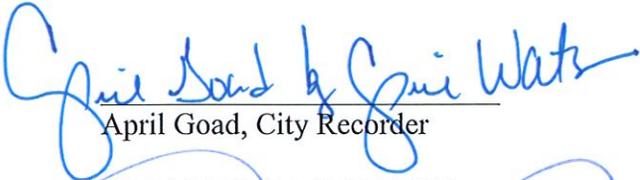
**WHEREAS**, the Fox Hound Detector is a sole source procurement; and

**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen authorizes the Spring Hill Police Department to purchase a Fox Hound narcotic detector from Viken Detection for \$25,110.00.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17<sup>th</sup> day of July, 2023.**

  
Jim Hagaman, Mayor

ATTEST:

  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
Patrick Carter, City Attorney



**REQUEST:**            *Approval of Resolution 23-140*

**SUBMITTED BY:**    Don Brite, Chief of Police

**DATE:**                July 17th, 2023

**RE:**                    Purchase of Fox Hound narcotic detector using VCIF grant  
funding from the State of Tennessee

**ATTACHMENTS:**    Resolution 23-140  
Quote, Sole Source procurement letter

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**PURPOSE:**

The purpose of this request is to seek approval to purchase a Fox Hound narcotics detector for patrol and narcotics/vice unit to identify drugs and any other substances in the drug, i.e., Fentanyl.

By using the detector to identify the drug, it will speed up the process of going to court, without having to wait for the identification of the drug when it is sent to the TBI lab.

**BACKGROUND:** The Board of Mayor and Alderman, City of Spring Hill, approved ordinance 23-99, to accept the VCIF grant for \$156,610.00, from the State of Tennessee. The police department will purchase various types of equipment to be used by the department for different needs to assist the officers in investigating various violent crimes. This is a sole source procurement, letter is attached. The detector uses a non-radioactive ion source, eliminating radioactive source when used.

**FINANCIAL IMPACT:**

\$25,110.00, City will be reimbursed the full amount from the VCIF grant.

**STAFF RECOMMENDATION:**

Staff recommends approval.



# VIKEN

DETECTION  
One Sense Ahead

Quote #: Q-04200-1  
 Prepared For: Robert Carden  
 Date: 12/14/2022 1:57 PM  
 Expires On: 2/12/2023

21 North Avenue  
 Burlington, Massachusetts 01803  
 United States

Phone: 617-467-5526  
 Fax: 617-467-5024  
 Email: sales@vikendetection.com

**Ship To**  
 Spring Hill Police Department  
 199 Town Center Parkway  
 Spring Hill, Tennessee 37174  
 United States

**Bill To**  
 Spring Hill Police Department  
 199 Town Center Parkway  
 Spring Hill, Tennessee 37174  
 United States

SALESPERSON	PHONE	EMAIL	LEAD TIME	PAYMENT TERMS
Scott Owens	765.914.9050	sowens@vikendetection.com	6-8 Weeks To be confirmed at Order Acceptance	Prepaid, Net 30 subject to credit approval

PRODUCT CODE	FAMILY	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
12-100001	Promotional Kits	Foxhound Narcotic Starter Package	1	\$25,000.00	\$25,000.00
<b>Subtotal:</b>					\$25,000.00
<b>Total:</b>					\$25,000.00

PRODUCT CODE	FAMILY	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
3-100524	Accessories	FOXHOUND SWAB SAMPLE PACK (100X)	1	Included	\$0.00
3-100549	Accessories	FOXHOUND WAND FOR DUAL SAMPLING	1	Included	\$0.00
3-100553	Accessories	FOXHOUND POSITIVE DOPANT TUBE PACK (4X)	1	Included	\$0.00
3-100556	Accessories	FOXHOUND CLEANING CHEMPAD (50X)	1	Included	\$0.00
<b>Subtotal:</b>					\$0.00
<b>Total:</b>					\$0.00

PRODUCT CODE	FAMILY	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
10-000001	Shipping and Handling	Domestic Economy (Ground) Shipping	1	\$110.00	\$110.00
<b>Subtotal:</b>					\$110.00
<b>Total:</b>					\$110.00

<b>Subtotal:</b>	\$25,110.00
<b>Total:</b>	\$25,110.00

Please note that applicable sales taxes have not been included in the total price. This will be the buyer's responsibility unless a copy of a tax exempt certificate has been provided.

Signature: \_\_\_\_\_ Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_ Sales Tax Exempt? Yes / No (If Yes, attach copy of sales tax exempt certificate)

THE FOLLOWING TERMS/CONDITIONS, TOGETHER WITH ANY OTHER TERMS/CONDITIONS SPECIFICALLY AGREED TO IN WRITING BY SELLER, SHALL APPLY TO ALL ORDERS ("Order(s)") FROM, AND SALES OF PRODUCTS ("Products") OR SERVICES ("Services") TO BUYER. ANY ACCEPTANCE OF ANY ORDER OF BUYER IS CONDITIONED UPON THESE TERMS/CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS/CONDITIONS PROPOSED BY BUYER IN ANY DOCUMENT ARE OBJECTED TO AND SHALL NOT BE BINDING UPON SELLER. No Sales person is authorized to bind Seller to any promise or understanding not expressed herein.

#### TAXES

In sales transaction instances where Sales Prices do not include applicable taxes or duties, the Buyer is solely responsible for paying all applicable taxes and duties. Under these circumstances, where the VIKEN DETECTION Sales invoice excludes State, County, and/or Local Sales Tax, it should be inferred that either (1) VIKEN DETECTION has not attained NEXUS status in the State where the Buyer resides, and the Buyer is solely responsible for calculating, remitting and filing the appropriate tax and duties incurred, or (2) The Buyer has declared tax exemption status, and has forwarded the applicable Exempt certificates to VIKEN DETECTION, prior to the Sales invoicing transaction. VIKEN DETECTION will add sales taxes to the sales price where required by applicable law and Buyer will pay such taxes unless Buyer provides VIKEN DETECTION with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its Payment to VIKEN DETECTION, Buyer will take all reasonable steps to minimize such withholding tax, provide VIKEN DETECTION with a receipt or certificate as evidence the tax has been paid, and reimburse VIKEN DETECTION for the amount of withholding so that VIKEN DETECTION receives Payment for the full value of the invoice.

#### PRICES

All prices are subject to change without notice in the event of any changes in cost of materials or labor, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller's control, or in the event of delays caused by instructions of the Buyer, or failure of the Buyer to give Seller adequate information. Prices do not include taxes, including but not limited to Value Added Tax (VAT), or governmental charges.

#### DELIVERY

Delivery dates are approximate and are dependent on prompt receipt by Seller of all necessary information. Seller may deliver all or any part of Products/ Services as early as 30 days in advance of agreed schedule. The point of delivery shall be "Ex#works" Seller's premises, unless otherwise specified by Seller. Upon delivery, title to Products and all risk of loss or damage thereto shall pass to Buyer. Where Buyer notifies Seller that it cannot take timely delivery of the Products, Seller may place such Products in storage, at the risk of Buyer, and Buyer shall reimburse Seller for all expenses incurred in connection with such storage. Buyer shall dispose of the packing materials for Products at its own expense, and shall defend, indemnify and hold harmless Seller from any legal obligations in connection with such packing waste.

#### PAYMENT

1. The term of payment shall be net 30 days from date of Seller's invoice, unless otherwise specified. Payments shall be made by Buyer without any deduction or set#off. Unless otherwise agreed, payment shall be made in U.S. dollars. Seller may charge late payment fees at the rate of 1.5% per month, or the highest rate permitted by law, whichever is less, accruing daily.
2. If the financial condition of Buyer is unsatisfactory to Seller, Seller may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. In the event of bankruptcy or insolvency of Buyer, Seller may immediately cancel any Order then outstanding.
3. Buyer grants Seller a purchase money security interest in Products located in the United States, or Services, as well as any proceeds, for the purpose of securing the obligations of Buyer hereunder. Buyer authorizes Seller to execute on Buyer's behalf and file such financing statements as Seller deems appropriate to perfect and notify Buyer's creditors of Seller's security interest.

#### VARIATIONS IN QUANTITY; CHANGES

Buyer shall accept delivery of quantities greater or smaller than the quantity specified in Order(s), provided that any such variation shall not exceed 5% of the quantity originally specified. Seller shall not be required to give notice of any such variations other than in the applicable shipping notice and invoice. Seller reserves the option to make changes to Products or Services which do not affect form, fit, or function, and shall deliver Products to the latest configuration part number at the time of delivery.

#### EXPORT CONTROLS; FCPA; ANTI-BOYCOTT

1. Buyer shall not make any disposition of the Products, by way of transshipment, re#export, diversion or otherwise, except as applicable U.S. export laws and regulations may expressly permit, and other than in and to the ultimate country of destination specified on Order(s) or declared as the country of ultimate destination on Seller's invoices or in the End Use Statement that Buyer supplies Seller. Seller shall not be named as shipper or exporter of record or U.S. principal party#in#interest (USPPI) unless specifically agreed to in writing by Seller in which case, Buyer shall provide Seller with a copy of the documents filed by Buyer for Export clearance purposes. At Seller's request, Buyer shall supply end#use and end#user information to determine export license applicability. Failure of Buyer to comply with this section shall constitute a material default allowing Seller to cancel related Order(s) without liability.
2. Buyer warrants that it shall not violate or cause the Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended, the United Kingdom Bribery Act (UKBA) of 2010, as amended, or their respective implementing regulations in connection with Buyer's sale or distribution of

the Products and/or Services, and that Buyer does not know or have reason to believe that any consultant, agent, representative or other person retained by Buyer in connection with the sale and/or distribution of Products/Services has violated, nor caused Seller to violate the FPCA and/or the UKBA. Where Buyer learns of or has reason to know of any violation of FPCA and/or UKBA in connection with the sale or distribution of Products/Services, Buyer shall immediately advise Seller.

3. Buyer further warrants that Buyer shall not violate or cause Seller to violate the U.S. Anti-boycott Provisions of the U.S. Export Administration Regulations issued pursuant to the U.S. Export Administration Act of 1979, as amended, in connection with Buyer's purchase of Products/Services and that Buyer shall not request or require Seller to make statements or certifications against countries that are not subject to boycott by the U.S.

#### WARRANTIES

1. Seller warrants that Products manufactured by Seller, when delivered, shall be free from defects in material/workmanship. Seller's obligations under this warranty shall be limited exclusively to repairing or replacing, at Seller's option, any part of Products which, if properly installed, used and maintained, proved to have been defective in material or workmanship within 1 year from the date of shipment. Seller warrants that Services shall be performed in accordance with generally accepted industry practice. Seller warrants for a period of 1 year from the date of shipment that software or firmware, when used with Products, shall perform in accordance with Seller's published specifications. Seller makes no warranty, express or implied, that the operations of the software or firmware shall be uninterrupted or error-free, or that functions contained therein shall meet or satisfy the Buyer's intended use/requirements. Buyer shall notify Seller of any defect in the quality or condition of Products (including software/firmware) or Services within 7 days of the date of delivery or performance, unless the defect was not apparent on reasonable inspection, in which case, within 7 days after discovery of the defect. If Buyer does not provide such timely notification, it shall not be entitled to reject Products (including software/firmware) or Services, and Seller shall have no liability for such defect.
2. Seller's warranty obligations shall not apply to Products which (1) have been altered or repaired by someone other than Seller, or (2) have been subjected to misuse, neglect, or improper use or application, or (3) are normally consumed in operation, or (4) have a normal life inherently shorter than the warranty period stated therein.
3. No Products may be returned unless authorized in advance by Seller, and then only upon such conditions to which Seller may agree. Buyer must obtain a Return Material Authorization (RMA) number from Seller prior to any return shipment, and such RMA number must appear on the shipping label and packing slip. Buyer shall be responsible for returned Products until such time as Seller receives the same at its facility, and for all charges for packing, inspection, shipping, transportation or insurance associated with returned Products.
4. This section VI sets forth the exclusive remedies and obligations for claims based upon defects in or nonconformity of Products/Services, whether the claim is in contract, warranty, tort (including negligence of any degree or strict liability) or otherwise. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

#### PATENTS/INDEMNITY

If Buyer receives a claim that Products, or part thereof manufactured by Seller infringes a patent, Buyer shall notify Seller promptly in writing and give Seller information, assistance and exclusive authority to evaluate, defend and settle such claim. Where Buyer has furnished specifications/designs for the manufacture of the allegedly infringing Products, Buyer shall defend, indemnify and hold harmless Seller against third-party claims for infringement arising out of Seller's use of such specifications/designs.

#### LIMITATION OF LIABILITY

The total liability of Seller on any claim, whether in contract, tort (including negligence of any degree and strict liability) or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any Products/Services, shall not exceed the price allocable to the Products/Services or part thereof which gives rise to the claim. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR SERVICES, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYER'S CUSTOMERS FOR DAMAGES OR FOR ANY SPECIAL, PROXIMATE, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES. If Buyer transfers title to, or leases Products sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affording Seller and its subcontractors/suppliers the protection of the preceding sentence. Any action against Seller must be brought within 18 months after cause of action accrues.

#### EXCUSABLE DELAYS

1. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Seller's reasonable control including but not limited to: acts of God; war; terrorism; civil commotion; riots; embargoes; government regulations, orders, instructions or priorities; port congestion; acts of or failure to act on the part of Buyer or its agents/employees; fires; floods; sabotage; nuclear incidents; earthquakes; storms; epidemics; strikes; lockouts or other labor difficulties; shortages of or inability to timely obtain proper labor, materials,

- components, shipping space or transportation, fuel, supplies or power at current prices; or due to limitations imposed by the extent of availability of Seller's normal manufacturing facilities.
2. If a delay excused per the above extends for more than 90 days and the parties have not agreed upon a revised basis for continuing providing Products/Services at the end of the delay, including adjustment of the price, then either party (except where delay is caused by Buyer, in which event only Seller) upon thirty (30) days' notice may terminate the Order with respect to the unexecuted portion of the Products/Services, whereupon Buyer shall promptly pay Seller its reasonable termination charges upon submission of Seller's invoices thereof.

#### SOFTWARE/TECHNICAL/PROPRIETARY INFORMATION

1. Buyer shall not acquire any rights to any software which may be delivered with Products, except as granted in Seller's standard software license. Any software license granted in connection with Products shall be an interim license, which may be withdrawn, pending payment for Products in full.
2. The purchase of Products shall not include any right to supply of technical information such as drawings or specifications.
3. Proprietary information, including drawings, documents, technical data, reports, software, designs, inventions and other technical information supplied by Seller in connection herewith (hereinafter called "Data"), shall remain Seller's sole property and shall be held in confidence by Buyer. Data shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Upon completion of Order, Buyer shall promptly return all Data to Seller together with all copies or reprints thereof then in Buyer's possession or control, and Buyer shall thereafter make no future use, either directly or indirectly, of any Data or any information derived therefrom without Seller's prior written consent. The foregoing shall in no way obligate Seller to provide or supply Data.

#### DIES, TOOLS, PATTERNS

Seller's charges for dies, molds, patterns and the like represent the Buyer's proportionate cost thereof, it being expressly understood that they remain the property of Seller. Modifications made to dies, molds, patterns and the like in order to manufacture Products shall be at the discretion of Seller.

#### GENERAL

1. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by the law of the Commonwealth of Massachusetts, U.S.A. The exclusive forum for adjudication of any disputes shall be the federal or state courts of the Commonwealth of Massachusetts, and Buyer/Seller hereby consent to personal jurisdiction and venue in such courts in any proceeding. The United Nations Convention on the International Sale of Goods shall not apply.
2. These Terms and Conditions of Sale together with any other terms specifically agreed to in writing by Seller constitute the entire agreement between Buyer and Seller and supersede any prior or contemporaneous representations, agreements, proposals, warranties, or understandings, oral or written, express or implied. No waiver, modification, amendment, rescission or other change to these Terms and Conditions of Sale shall be binding unless specifically agreed to in writing by an authorized representative of Seller.
3. The invalidity, of any part hereof shall not affect the validity of the remainder. The failure of Seller to assert any right at any time hereunder shall not prevent Seller's subsequent assertion of the same or different rights.
4. Buyer may not assign this contract without the prior written approval of the Seller.

#### PROHIBITION FOR HAZARDOUS USE

Products sold hereunder are not intended for application in, and shall not be used by Buyer in construction or application of a nuclear installation or in connection with use or handling of nuclear material or for any hazardous activity or critical application, where failure of a single component could cause substantial harm to persons or property, unless Products have been specifically approved for such activity or application. Seller disclaims all liability for loss or damage resulting from such unauthorized use and Buyer shall defend, hold harmless and indemnify Seller against any such liability, whether arising under breach of contract, warranty, tort (regardless of the degree of fault or negligence), strict liability or otherwise.

Where Seller approves the application of the Products in a nuclear facility, the Buyer shall, before such use or provision, arrange for insurance or governmental indemnity protecting the Seller against liability and hereby releases and agrees to indemnify the Seller and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Seller or its suppliers.

#### STATUTORY REQUIREMENTS

Seller reserves the right to make any changes in the general specifications of the Products which are required for the Products to conform to any statutory requirement.

#### GOVERNMENT CONTRACTS

Only Federal Acquisition Regulation ("FAR") supplement clauses expressly accepted in writing by Seller shall be included or incorporated by reference herein. Seller shall not be bound by and makes no representation of compliance with any FAR or FAR supplement clauses that Seller shall not have expressly accepted in writing.

#### REGISTRATION (Nighthawk products)

Each U.S. State has a regulating body that oversees use of both medical and industrial x-ray devices. If you are acquiring a Viken Nighthawk scanner, you are required in most states to register your device with a state radiation control authority before use in that state. The registration may be required prior to delivery,

prior to use, or within 15 to 30 days of installation (depending on the specific state requirements). If you are acquiring this unit for resale or leasing, your customer may also be required to register. A listing of state radiation control authorities as of October 2022 is available at <https://www.nrc.gov/agreement-states.html>. (subject to change; you are responsible for locating and contacting the applicable state radiation control authority.) NOTE - Federal entities are typically not subject to these State registration or regulatory requirements.

# VIKEN

DETECTION

formerly HEURESIS

Lt. Bob Carden  
615.445.5630  
Spring Hill Police Department  
199 Town Center Pkwy  
Spring Hill, Tn. 37174

DATE:12.14.22

**Subject: Sole Source Procurement**

Dear Lt. Carden

Viken Detection is currently the leading supplier in the world of handheld analytical detection equipment for security and environmental applications. We are the only manufacturer able to provide a handheld/portable chemical analyzer, namely the Foxhound, with non-radioactive source, tri-mode sampling, and regenerative dryer system.

**Non-radioactive source** --Realizing that there is a strong need for agencies to eliminate the burden of maintaining a radioactive source, our Foxhound is equipped with a state-of-the-art non-radioactive ion source. It is designed to produce high ion counts to achieve the highest sensitivity. The ion source is a dielectric barrier discharge designed with multiple discharge locations, hence, little to no maintenance is required over the lifetime of the equipment. Foxhound is superior to other handheld chemical analyzers in this regard.

**Tri-mode sampling** -- Foxhound system is designed to operate in vapor mode and particle mode, wherein the particle mode consists of a trace sampling wand and a bulk sampling wand. Viken is the only manufacturer provide all three sampling modes in one platform. This feature allows operation under various CONOPs and provide flexibility to end users.

**Regenerative Dryer** -- Foxhound has a built-in regenerative dryer system which eliminates the need for end users to replace dryer cartridge on a daily or weekly basis, a procedure that traditional analyzers would require. Foxhound is the most user-friendly chemical analyzer in the market due to just this feature alone.

**High Resolution** -- Our Foxhound system is built with the most powerful electronics to allow the detector to achieve the highest resolution possible for a handheld device. Higher resolution translates to a larger substance library without compromising on false alarm rate. Foxhound current narcotics library consists of 15 substances compared to 6 or 7 substances for other similar detector technologies.

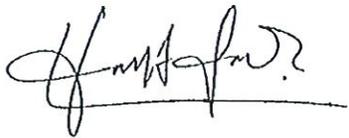
# VIKEN

DETECTION

formerly HEURESIS

Should you have any further questions please do not hesitate to contact me.

Best Regards,

A handwritten signature in black ink, appearing to read 'Hanh Lai', with a long horizontal flourish extending to the right.

Hanh Lai, Ph.D.  
SVP/GM of Chemical Detection & Environmental Hazards Business  
Viken Detection Corporation  
617-467-5526 ext.3032  
[hlai@vikendetection.com](mailto:hlai@vikendetection.com)