



DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF STATE PROCUREMENT SERVICES
STATE OF MAINE

PROCUREMENT JUSTIFICATION FORM (PJF)

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Office of State Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Procurement Services intranet site (Forms page) for additional instructions.

PART I: OVERVIEW				
Department Office/Division/Program:		Public Safety – Maine State Police Crime Lab		
Department Contract Administrator or Grant Coordinator:		Lt. Michael Zabarsky Alexander Gibson		
(If applicable) Department Reference #:				
Amount: (Contract/Amendment/Grant)		\$ 8,958.85	Advantage CT / RQS #:	
CONTRACT	Proposed Start Date:	4/20/2025	Proposed End Date:	7/20/2025
AMENDMENT	Original Start Date:		Effective Date:	
	Previous End Date:		New End Date:	
GRANT	Project Start Date:		Grant Start Date:	
	Project End Date:		Grant End Date:	
Vendor/Provider/Grantee Name, City, State:		Bruker Scientific, LLC 40 Manning Road Billerica, MA 01821		
Brief Description of Goods/Services/Grant:		Repair service for Chemistry Section Instrument - Bruker Lumos System, Serial # 117		

PART II: JUSTIFICATION FOR VENDOR SELECTION			
Check the box below for the justification(s) that applies to this request. (Check all that apply.)			
<input type="checkbox"/>	A. Competitive Process	<input type="checkbox"/>	G. Grant
<input type="checkbox"/>	B. Amendment	<input type="checkbox"/>	H. State Statute/Agency Directed
<input checked="" type="checkbox"/>	C. Single Source/Unique Vendor	<input type="checkbox"/>	I. Federal Agency Directed
<input type="checkbox"/>	D. Proprietary/Copyright/Patents	<input type="checkbox"/>	J. Willing and Qualified
<input type="checkbox"/>	E. Emergency	<input type="checkbox"/>	K. Client Choice
<input type="checkbox"/>	F. University Cooperative Project	<input type="checkbox"/>	L. Other Authorization

Please respond to ALL of the questions in the following sections.

PART III: SUPPLEMENTAL INFORMATION

1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.

The Bruker FT-IR (Fourier Transform Infrared) instrument is a critical analysis tool used at the Maine State Police Crime Laboratory by the Forensic Chemistry section to analyze trace evidence such as fibers, paints, and microplastics in criminal investigations. This one-of-a-kind instrument employs infrared spectroscopy to produce unique molecular fingerprints, enabling precise identification for compounds essential for criminal investigations and court proceedings.

During the last on-site service, the instrument technician deemed this major maintenance critical and a threat to future operations. If these malfunctions render the instrument inoperable, it will halt analysis, cause delays in casework, and impact public safety and the judicial process. Immediate repair is necessary to restore functionality, ensure compliance with accreditation standards, and maintain the lab's ability to process evidence efficiently.

2. Provide a brief justification for the selected vendor to supplement the response in Part II. Reference the RFP number, if applicable.

Bruker Scientific LLC is the original equipment manufacturer (OEM) of the FT-IR instrument and the sole source capable of performing the required repairs. The instrument's complex design, including mostly proprietary components like the helium-neon laser and interferometer, necessitate service by technicians trained and certified by Bruker. Only Bruker has access to proprietary parts, diagnostic software, and technical schematics required to restore the instrument to full functionality. Alternative vendors lack the specialized knowledge, tools, and authorization to service Bruker instruments and attempting repairs by an unauthorized provider could void warranty and compromise performance even further. It will negate validation of the instrument as required by national accreditation standards, thereby invalidating forensic results used in a court of trial. Market research, including outreach to other spectroscopy service providers, confirmed that no other company can meet the technical requirements for this repair. Bruker is the sole provider for service of its instruments.

3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

The costs for repair, which include on-site service and proprietary parts, and recalibration are deemed fair and reasonable based on comprehensive price analysis. Bruker's standard service rates and parts pricing align with those quoted in their service agreement catalog. Historically, previous maintenance and repair contracts show comparable pricing for parts and service. The proposed rates are within industry norms when compared to other state forensic labs for high-precision analytical instruments.

4. Describe the plan for future competition for the goods or services.

If the Bruker FT-IR instrument is replaced in the future, the lab will conduct market research to identify emerging vendors as potential replacement for spectroscopy instruments that is more

PART III: SUPPLEMENTAL INFORMATION

fiscally prudent. If future vendors or 3rd party service providers are capable of performing repairs to the FT-IR instrument, and are accredited, approved for validation and have access to proprietary parts, the lab will consider using other vendors to provide service for the instrument.

PART IV: AMERICAN RESCUE PLAN ACT (ARPA) / MAINE JOBS & RECOVERY PLAN (MJRP)

Does this request utilize ARPA/MJRP funds?

☐ Yes, MJRP funds (023) – If Yes, please attach the approved Business Case(s).

☐ Yes, ARPA funds (025) – If Yes, please be aware of the requirements from awarding federal agencies.

☒ No – If No, proceed to Part V.

PART V: CONFLICTS OF INTEREST (COI); CONTRACT WITH THE STATE

Maine law contains Conflict of Interest statutes directed to State Departments, State Officers, and Employees Generally under MRS [Title 5, §18](#) and [§18-A](#), in harmony with MRS [Title 17, §3104](#).

☒ The requesting department signatory understands and acknowledges Maine's Conflict of Interest statutes.

PART VI: APPROVALS

The signatures below indicate approval of this procurement request.

Signature of requesting
Department's Commissioner
(or designee):



Typed Name:

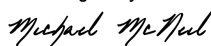
Michael Sauschuck, Commissioner

Date:

5/5/2025

Signature of DAFS
Procurement Official:

DocuSigned by:



7008796FB36A449...

Typed Name:

Michael McNeil

Date:

5/7/2025

NOI 0520250394






PJF Bruker Scientific - unsigned

Final Audit Report

2025-05-05

Created:	2025-05-05
By:	Alexander Gibson (Alexander.T.Gibson@maine.gov)
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-  Document created by Alexander Gibson (Alexander.T.Gibson@maine.gov)
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