

Item # 5-2

City of Carson City Agenda Report

Date Submitted: July 29, 2008

Agenda Date Requested: August 7, 2008

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Carson City Sheriff's Office and Carson City District Attorney's Office

Subject Title: Action to approve Contract No. 0809-084 Joinder Contract with PerkinElmer Life and Analytical Sciences through the State of New York for the purchase of a Gas Chromatograph and associated equipment in the amount of \$71,000 to be funded from the Gas Chromatograph Line Item in the Capital Acquisition Fund as provided for in FY 2008/2009.

Staff Summary: This request is presented jointly by the Sheriff's Office and District Attorney's Office. Items to be purchased include a Clarus 500 Gas Chromatograph system and related equipment. The system will be used by Sheriff's Office Crime Lab personnel to perform chemical analysis of blood to detect alcohol levels. The system will benefit the Sheriff's Office and the District Attorney's Office, as well as the Community, the Courts and the Department of Alternative Sentencing, in the following ways:

- significantly reducing costs associated with expert witness testimony;
- reducing the number of court cases needing to be continued, resulting in faster adjudications and less of an impact on victims;
- reducing the possibility of releasing potentially dangerous defendants into the community due to delayed blood test results;
- lowering the costs associated with anklets

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Contract No. 0809-084 Joinder Contract with PerkinElmer Life and Analytical Sciences through the State of New York for the purchase of a Gas Chromatograph and associated equipment in the amount of \$71,000 to be funded from the Gas Chromatograph Line Item in the Capital Acquisition Fund as provided for in FY 2008/2009.

Explanation for Recommended Board Action:

District Attorney's Office and Courts

Currently, Carson City contracts with the Washoe County Crime Lab and Quest Diagnostics (Quest) for chemical analysis of blood. The NRS limits the Courts to a \$60 chemical analysis fee. But, the fees collected do not cover the actual expenses paid by Carson City to the Washoe County Crime Lab and Quest.

The following numbers were obtained from the Finance Department:

NRS 453.575 - Fee for analysis of controlled substance or other substance or drug

	FY 2008 thru 5/31/08	FY 2007	FY 2006	FY 2005	FY 2004	FY 2003
Revenue:						
101-0000-342-05-00	15,749	15,802	17,617	14,743	17,807	17,381
Expenditures:						
Washoe County	(16,198)	(14,085)	(13,367)	(13,371)	(11,929)	(12,329)
Quest Diagnostics	(13,019)	(13,892)	(12,969)	(6,905)	(3,781)	(3,602)
	(29,217)	(27,977)	(26,336)	(20,276)	(15,710)	(15,931)
Net	(13,468)	(12,175)	(8,719)	(5,533)	2,097	1,450

The analysis of the last five years proves that Carson City continues to spend more and more each year for chemical analysis. A local gas chromatograph will defray much of the costs associated with the chemical analysis fee.

Quest is the only private company with the proper environment to meet evidentiary standards, but it is located in Las Vegas, Nevada. In order to prosecute cases that involve chemical analysis from Quest, the Carson City District Attorney's Office must fly an expert from Las Vegas to Reno. The expert receives an expert witness fee from the time he/she leaves the ground in Las Vegas until the time he/she returns to Las Vegas. The District Attorney's Office spent the following over the last three years on Quest experts: \$12,944.64 (FY 05-06), \$8,294.67 (FY 06-07), and \$10,168.96 (FY 07-08). Not included in these costs is the staff time it takes to arrange travel plans, pick up and drop off the expert in Reno, and fuel costs. In the long run, a local gas chromatograph should significantly reduce, or even eliminate these expenditures, and create a balanced budget between Carson City's revenues (fees collected) and expenditures.

A problem with using the Washoe County Lab is that the District Attorney's Office does not receive blood results for approximately 60 days from the date of the incident. Because of this long delay, these cases are routinely continued by the Court. This practice results in an adverse impact on victims, not only because the victims must come back to court on another day, but, in certain cases, they feel abandoned by the judicial system because the adjudication process is delayed. Access to a local gas chromatograph machine will reduce the number of court cases needing to be continued and result in faster adjudications.

As a condition of release, the Court requires the defendant to wear an anklet that monitors alcohol. In the past, Carson City has acquired grants to offset the costs for indigent ankle monitoring. Unfortunately, the grants are no longer available.

In more serious cases, such as a DUI causing death or substantial bodily harm or 6th or 7th DUI, the Court and the District Attorney's Office are often left in the precarious position of being forced to release potentially dangerous defendants from jail pending the blood results. Thus, a local gas chromatograph will help avoid the release of potentially dangerous defendants into the community and lower the costs associated with the anklets.

Carson City Sheriff's Office:

The Sheriff's Office retrieves evidentiary blood from primarily DUI related cases. The samples are retrieved by specialists and forwarded to Quest Diagnostics for analysis. On average, the cost per year is approximately \$10,000. Implementation of the gas chromatograph system will eliminate this cost. Funds formerly allocated to Quest Diagnostics (for blood analysis only) will be used to fund on-going consumables such as blood alcohol kits, controls, compressed air tanks, helium and other chemicals and supplies needed to operate and maintain the system. Training will be funded through the Sheriff's Office budget.

In conclusion, Carson City has reached a population size that a local gas chromatograph is a logical business decision for Carson City. It is the belief of all departments that support this expenditure that between the hard costs, soft costs, and efficiencies created, this item will pay for itself over the next five years and is a necessary tool to ensure a safe community.

Pursuant to **NRS 332.115 subsection 1 (m)** and **NRS 332.195**, staff is requesting the Board of Supervisors to declare that this contract is not adapted to award by competitive bidding and authorize Public Works to be able to place orders from this contract providing they have approved funding and follow approved Carson City purchasing procedures.

NRS 332.115. Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:
 - (m) Supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this State; are not subject to the requirements of this chapter for competitive bidding as determined by the governing body or its authorized representative.

NRS 332.195 Joinder or use of contracts by other governmental entities.

1. A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The original contracting local government is not liable for the obligations of the government entity which joins or uses the contract.
2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (m) and NRS 332.195

Fiscal Impact: \$71,000

Explanation of Impact: See above

Funding Source: Construction Projects - Sheriff's Office Administrative Facility 220-0000-421.6520

Alternatives: Deny funding of project and continue with current processes.

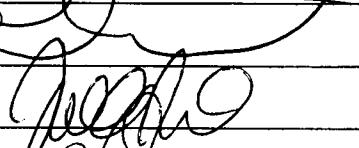
Supporting Material: Outline of equipment to be purchased and consumable supplies.

Prepared By: Kathie Heath, Business Manager

Reviewed By:


(Department Head)

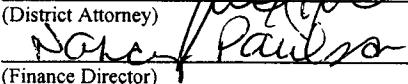
Date: 7/29/08


(City Manager)

Date: 7/28/08


(District Attorney)

Date: 7/29/08


(Finance Director)

Date: 7/29/08

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



► PerkinElmer Life and Analytical Sciences
710 Bridgeport Ave.
Shelton, CT 06484
Phone: (203) 944-2515
Fax: (203) 944-4982
Janet.drew@perkinelmer.com

June 23, 2008

Carson City Sheriff's Office
Attention: Crime Lab
901 E. Muller Street
Carson City, NV 89701

Attention: Kathi Heath

Subject: PerkinElmer LAS, Inc. NY State Contract PC63714

Dear Ms. Heath:

Confirming our earlier telephone conversations, the State of NY will allow municipalities outside of NY to utilize the pricing and terms benefits of their State Contracts.

PerkinElmer LAS, Inc. has a contract with NY numbered PC63714. PerkinElmer quotation 20259903 is being offered to the City using the pricing and terms and conditions of contract number PC63714. Please note that we have added a note to our quotation to indicate that all items appearing with a discount are covered by this contract. Items appearing without a discount are open market items and not currently covered under the subject contract with the State of NY.

If there is anything else I can do for you, please give me a call.

Very truly yours,

PerkinElmer LAS, Inc.

Janet E. Drew
Senior Contracts Administrator

710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: 203-944-4914

PAGE 1 of 5

Quotation

To: KURT URBANSKI
CARSON CITY SHERIFF'S OFFICE
ATTN: CRIME LAB
901 E. MUSSER STREET
CARSON CITY NV 89701

QUOTE NO.: 20259903
QUOTE VALID TO: 06/28/2008
QUOTE DATE: 06/20/2008
PAY. TERMS: Due Upon Receipt
FREIGHT TERMS: FOB Destination - Frt Quoted
ULTIMATE DEST.: UNITED STATES OF AMERICA

TELEPHONE NO. 775-887-2020 X1706
FAX NO.
YOUR REFERENCE

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
1	M0413602	TURBOMATRIX HEADSPACE SAMPLER NY State Discount Sales Discount 120 Volt Selection M0413400 Base Unit M0413424 Mid-range Sampler HS 40 Mid-range Headspace Sampler. Automated headspace sampler for standard Perkin Elmer 9mL or 22mL sample vials. Up to 40 vials can be loaded into the removable vial magazine for automated analysis. Overlapping thermostating of up to 12 vials in Constant Mode for maximum productivity. A patented optimization algorithm adjusts the virtual oven size for maximum throughput. An optional frequency-scanning shaker is available to reduce equilibration time. No optimization of the shaking process is required. Upgradeable to the High Capacity version. M0413451 Manual Pneumatics Manual Pneumatic Control. Provides carrier pressure control via a precision pressure regulation valve. Pressure monitoring is accomplished with an electronic pressure sensor with pressure display provided on the user interface screen. M0413531 Standard Heated Line Standard Heated Transfer Line - (1008mm) for operation up to 210°C 09991420 Power Cord USA/CA M0413316 Options / BCD Board Options Board / BCD Output Board - Required for installation of various options. Also used to provide output of BCD information for vial position numbers and 6 relays for timed control of external devices.	1	22,065.00	22,065.00 1,103.25- 2,648.42-

SEND PURCHASE ORDERS TO:

PerkinElmer Life and Analytical Sciences
710 Bridgeport Ave.
Shelton, CT 06484-4794
Phone: 1-800-762-4000
Fax: 203-944-4914

SALES REPRESENTATIVE: TESSA BURT
PREPARED BY: Sandra A Biasetti

710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: 203-944-4914

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Quotation

QUOTE NO.: 20259903
QUOTE VALID TO: 06/28/2008
QUOTE DATE: 06/20/2008

To: KURT URBANSKI
CARSON CITY SHERIFF'S OFFICE

ITEM	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
Note: Standard on 110 vial capacity Headspace Sampler and on the Automated Thermal Desorber.				
2	N6700201 Remote Control Software Kit -TurboMatrix NY State Discount Remote Control Software Kit - TurboMatrix HS V2.5	1	915.00	915.00 45.75-
3	N6519100 CLARUS 500 GAS CHROMATOGRAPH 120V,50/60H NY State Discount Sales Discount 120 Volt Selection N651000B GC w/PPC(No Autosamp) Clarus 500 Gas Chromatograph with Programmed Pneumatic Control (PPC) but without integral liquid autosampler	1	23,927.00	23,927.00 1,196.35- 3,110.51-
	N65110C0 Capillary with PPC Channel A - Single capillary-column injector with programmable pneumatic control (PPC) and 1/16" male column fittings.			
	N65120A0 FID with PPC Channel A - Single flame-ionization detector (FID) with PPC. Includes amplifier and programmable pneumatic controls for detector combustion gases.			
	N651200A FID with PPC Channel B - Single flame-ionization detector (FID) with PPC. Includes amplifier and programmable pneumatic controls for detector combustion gases.			
	N6513020 TotalChrom & Int LINK Integral LINK for the Clarus 500 GC and Totalchrom Workstation Software (TCWS) Kit. The Integral LINK provides digital-to-digital connection between the Clarus 500 GC and Totalchrom Workstation. Option includes Integral LINK, Totalchrom Workstation Soft- ware, Autosystem XL IPM for Clarus 500 GC and serial			

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Quotation

To: KURT URBANSKI
CARSON CITY SHERIFF'S OFFICE

QUOTE NO.: 20259903
QUOTE VALID TO: 06/28/2008
QUOTE DATE: 06/20/2008

ITEM #	ITEM MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
cable for connection to a computer.					
Clarus / TotalChrom Package B					
4	N9300656	BLOOD ALCOHOL HS-GC KIT Promotional Discount Elite- BAC- 1 30 M x 0.32 mm x 1.8 um Elite-BAC-2: 30 M x 0.32mm x1.2um 20 mm Electronic Crimper- 120V Two Hole Ferrule (Graphite) Headspace Vials (pkg 1000) Assembled Headspace Caps and Septa	1	2,265.00	2,265.00 453.00-
5	09406018	DELL 755 XP (sp2) Tower USA NY State Discount	1	1,501.00	1,501.00 75.05-
6	09404759	19-inch LCD MM (for ADC only) NY State Discount	1	642.00	642.00 32.10-
7	09410077	ADAPTER-USB TO SERIAL NY State Discount	1	65.00	65.00 3.25-
8	N9306050	ALL-IN-ONE GAS PURIFICATION SYSTEM^ Promotional Discount	1	286.00	286.00 57.20-
9	N9301178	TRAP-FLTR DRYER 1/8 FITTING Promotional Discount	1	166.00	166.00 33.20-
10	B0104236	F40/F42/F45/HS100/HS101 VIALS PK/1000 Promotional Discount	1	308.00	308.00 61.60-
11	N1010070	BUTYL SEPTA KIT-PRE-ASSEMBLED (PKG 1000) Promotional Discount	1	422.00	422.00 84.40-
12	B0198110	O-RING PK/10 NY State Discount	1	34.00	34.00 1.70-
13	B0500833	SEAL ASSY-HS40 NEEDLE NY State Discount	1	62.00	62.00 3.10-

Quotation

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QUOTE DATE: 06/20/2008

To: KURT URBANSKI
CARSON CITY SHERIFF'S OFFICE

ITEM #	ITEM MATERIAL	DESCRIPTION	QTY	UNIT PRICE	TOTAL
14	N9301304	RACK POLYPROPOLYENE 36 POS WHI Promotional Discount	PK/1	27.00	54.00 10.80-
15	N9300077	50FT 1/8 COPPER TUBING KIT NY State Discount	1	100.00	100.00 5.00-
16	N9300046	UNION KIT 1/8 BRASS NY State Discount	PK/2	20.00	40.00 2.00-
17	09907127	HIGH PURITY HELIUM REGULATOR NY State Discount	1	634.00	634.00 31.70-
18	03030264	AIR/ARGON/NITROGEN REGULATOR NY State Discount	1	371.00	371.00 18.55-
19	N9306060	HYDROGEN GENERATOR-PG-H250 250CC/MIN NY State Discount	1	5,900.00	5,900.00 295.00-
20	N0207907	INSTALL-TURBOMATRIX 40	1	800.00	800.00
21	N0207229	INSTALLATION-CLARUS 500 PLUS TCWS	1	1,500.00	1,500.00
22	N0201044	TC C/S ON-SITE ASSISTANCE (PER DAY) Provides the services of a qualified PerkinElmer Client/Server Systems Engineer for purposes of product installation, update installations, IQ/OQ, performance verification, or product troubleshooting. Contact 800-762-4000 and ask to speak with an Enterprise Data Systems Engineer for more information, quotations, or quantity pricing. Includes up to two hours of travel time. Excludes airfare expenses if required to bring specialist to job site.	1	2,351.00	2,351.00
23	N0207282	ONSITE GC AND TOTALCHROM TRAINING	1	2,500.00	2,500.00
				Freight/Handling:	570.00
				Total Net Price in USD:	58,206.07
<p>Customized Financing Solutions are available - We offer competitive rates with a wide range of structures to assist in acquiring your PerkinElmer technology - Speak to your Sales Engineer today or call us at 1-800-559-2755 ext. 69608</p>					
<p>PLEASE NOTE: THE NY STATE OR PROMOTIONAL PRICING ON ITEMS 1-19</p>					

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PAGE 5 of 5

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To: KURT URBANSKI
CARSON CITY SHERIFF'S OFFICE

QUOTE NO.: 20259903
QUOTE VALID TO: 06/28/2008
QUOTE DATE: 06/20/2008

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT PRICE	TOTAL
REFLECTS PRICING UNDER NY STATE CONTRACT NUMBER: PC 63714.					

The amount displayed does not include tax.
This charge will be added to the invoice if applicable.
*
Price includes one-year warranty (parts, labor & travel).
*
Estimated delivery: 7 weeks after receipt of order.
*
Terms subject to credit approval.

TESSA BURT

TERMS AND CONDITIONS OF SALES

1. Delivery Dates and Prices

- a) All delivery and shipment dates indicated on the face hereof are approximate and subject to Seller's availability schedule. Seller will make reasonable efforts to meet the delivery date(s) quoted. However, Seller will not be liable for its failure to meet the quoted delivery dates or for any delay in performance hereunder due to unforeseen circumstances or shortages, due to causes beyond its control, or due to its voluntary or mandatory compliance with any governmental act, regulation, or request. If, by reason of such circumstances, Seller's supplies of the equipment or service (hereafter the "Product(s)") covered hereby are limited, Seller shall have the right to allocate the available supply among its customers in such manner as it, in its sole discretion, determines appropriate.
- b) All orders are priced on the basis of an estimated shipment date within ninety (90) days of the date of order to the stated destination. Should Buyer request a change in the estimated shipment date or otherwise cause delay in delivery beyond ninety (90) days from the date of order or request that the Products be shipped outside the country of original delivery, the prices established by this quote shall no longer apply, and Seller's list prices in effect on the actual date of shipment shall be used in determining the price to be paid. Except as provided above, if the price is stated by reference to a published price list, then the price shall be the price on the published price list in effect at the time Seller receives Buyer's purchase order, without regard to the requested delivery date. However, if any Product is ordered prior to the effective date of a published price change and the delivery date is rescheduled, the price in effect at the time of the initial delivery date shall apply.
- c) If Buyer requests shipment to a country other than the country originally requested, and if Seller elects not to cancel the order subject to Section 12 hereof, Seller's applicable surcharge for the actual country of delivery shall be added to the price.
- d) Notwithstanding any provision to the contrary herein, all prices are subject to increase without notice to reflect changes in: (1) Federal or State laws taxing raw material or processed materials; (2) applicable laws or regulations governing working hours or compensation of labor; or (3) freight charges, insurance costs, duty or other factors affecting costs of shipment.

2. **Packing and Loss or Damage in Transit.** Products will be packed for shipment in a manner suitable to the method of shipment specified by Buyer, or to the method selected by Seller in the absence of instructions. Unless otherwise indicated on the face hereof, all sales hereunder are f.o.b. shipping point, and all risk of loss or damage to equipment in transit is upon Buyer. Payment will be made in accordance with Paragraph 5 below.
3. **Payment Due For Partial Deliveries.** Seller may, in its sole discretion, deliver any portion of the Products ordered, regardless of utility to Buyer in the absence of the undelivered portion, and all such partial deliveries shall be accepted and paid for in accordance with the terms of Paragraphs 4 and 5 below. Likewise, completion of any installation services shall not be a condition to Buyer's obligation to remit payment. The making of a partial delivery that, to any extent, is not in accordance with the contract of sale shall not affect the Buyer's obligation hereunder to remit payment.
4. **Inspection, Acceptance and Return of Products or Trade-Ins.** Buyer shall inspect the Products immediately on their arrival and shall within five (5) days after arrival give written notice to the Seller of any claim for shortage or that the Products do not conform with the terms of the contract of sale. If the Buyer shall fail to give such notice, the Products shall be

deemed accepted and to conform with the terms of the contract of sale and the Buyer shall be bound to pay for the Products in accordance with the terms of Paragraph 5 below. Return of Products, defective or otherwise, will not be accepted by Seller without notification from Buyer to Seller within 30 days of receipt of invoice and with subsequent authorization of Seller. Products authorized to be returned shall be shipped f.o.b. destination, freight prepaid. When return of nonconforming goods has been accepted by Seller, conforming shipment may be made in accordance with Paragraph 1 above and Paragraph 8 below without further liability on Seller's part. Buyer will be liable for restocking charges in the event Products are returned to the Seller which are not defective and are in accordance with these terms. When a trade-in is authorized by Seller, Buyer shall ship, f.o.b. destination, freight pre-paid, the material or equipment so authorized for trade-in, to Seller's specified location.

5. **Payment and Credit Terms.** Unless otherwise indicated on the face hereof, Buyer agrees to remit payment in full to the address provided on the face of Seller's invoice for all shipments, including shipments of any portion of the Products ordered, upon receipt of invoice. This obligation shall not be contingent upon the completion of any installation services included in the purchase price. No cash discounts will be granted. Account balances not paid in accordance with these terms, are subject to the maximum prevailing legal interest rate calculated from date of delinquency. In the event Seller finds it necessary to refer an account to an attorney or an agent for collection of delinquent accounts, Buyer shall pay all costs of collection including reasonable attorney's fees. Buyer agrees that Seller shall retain a security interest in the Products sold hereunder to secure any portion of the price not paid on delivery and will, on request, execute a security agreement in such form as is required by Seller, which, at Seller's option, may be filed with appropriate local, state, or other relevant authorities. Should Buyer become delinquent in the payment of any sum due hereunder, or if Buyer becomes insolvent, or if any proceedings are commenced under any bankruptcy or similar laws for Buyer's reorganization or other debt adjustment, Seller will not be obligated to continue performance. Seller reserves the right to change the credit terms provided herein when, in Seller's opinion, the financial condition or previous payment record of Buyer so warrants. If, within 30 days, Buyer fails to agree and comply with different terms of credit, and/or fails to give adequate assurance of due performance, Seller may (a) by notice to Buyer, treat such failure or refusal as a repudiation by Buyer of the portion of the purchase order not then fully performed, whereupon Seller may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable; (b) make shipments under reservation of a demand for advance payment or payment against tender of documents of title. Buyer's acceptance of delivery of any Products shall constitute a representation that Buyer is solvent.
6. **Taxes.** Buyer is responsible for the ultimate payment of all taxes which may be assessed or levied on or on account of materials sold hereunder to the Buyer whether termed a gross receipts tax, use tax, property tax, sales tax or otherwise. Where Buyer claims that a transaction is not subject to any such tax, that Buyer is exempt, or that Seller is not required to collect such tax, Buyer agrees to provide Seller with any documentation necessary to support such a claim, to allow Seller to document its decision not to collect such tax (es), and to indemnify and hold Seller harmless from and against any and all fines, penalties, interest, taxes, and other expenses, including reasonable attorney's fees, incurred by Seller as a result of reliance upon Buyer's position.
7. **Installation and Site Preparation.** Installation services are included in the purchase price of the Products sold hereunder only if expressly so stated on the face of Seller's quotation or in Seller's applicable price list. Installation services for Products transferred outside the country of original delivery by Buyer's actions may be subject to additional charges based on the actual installation site location. For Products requiring installation by Seller's service personnel, it is the responsibility of the Buyer to prepare the site environmentally and provide the required services, power, water, drain, air, bottled gases, permits, licenses, approvals, etc., as well as whatever is required to uncrate and move the Product to its location. Failure

to do so will result in a service charge by Seller to cover the lost time of its service personnel. Because Seller's service personnel may be required to enter upon Buyer's premises for the purpose of providing service to the Product sold hereunder, Buyer hereby undertakes to maintain its premises in a safe condition and to comply with all applicable laws, statutes and regulations governing workplace health and safety, and hereby accepts full responsibility for any harm, injury, or liability to Seller's personnel while on Buyer's premises, except to the extent caused solely by the negligence of Seller's personnel. Seller's sales and service personnel are not authorized to enter into any indemnity or hold harmless agreements on behalf of Seller. Seller will not, in any event, indemnify, defend or hold Buyer harmless from any liability that it may incur to Seller's sales and service personnel.

8. Limited Warranty

a) Warranty.

- i) Except as otherwise provided herein, Seller warrants to Buyer that the Products sold to Buyer are, at the time of shipment to Buyer from Seller, free from defects in material and workmanship.
- ii) This warranty shall be valid for a period of 90 days from the date of shipment to Buyer, unless a different period is specified herein, or in Seller's applicable price list in which case the specified period shall apply. Notwithstanding anything to the contrary contained herein, the warranty period for data processing equipment, including data storage devices, processors, printers, terminals, communication interfaces, tape drives and all similar devices, is in all cases limited to ninety (90) days from the date of shipment to Buyer.
- iii) Except in the case of an authorized distributor of Seller, authorized in writing by Seller to extend this warranty to the distributor's customers, the warranty herein applies only to Buyer as the original purchaser from Seller and may not be assigned, sold or otherwise transferred to any third party.
- iv) As Buyer's sole and exclusive remedy under this warranty, Seller agrees either to repair or replace, at Seller's sole option, any part or parts of such Products which, under proper and normal conditions of use, prove(s) to be defective within the applicable warranty period. Alternately, Seller may at any time, in its sole discretion, elect to discharge its warranty obligation hereunder by accepting the return of any defective Product pursuant to the terms set forth herein and refunding the purchase price paid by Buyer.

b) Exclusions and Limitations.

- i) It is recognized that some parts by their nature may not function for the warranty period applicable to the Product. Therefore, excluded from the warranty herein are chromatography columns, filaments, energy sources, lamps, power amplifier tubes, graphite tubes, sample cell holders, burner and furnace chambers, nebulizers, and other similar parts referenced in the applicable operating manual.
- ii) The warranty herein excludes any equipment or accessories which are identified on applicable price lists, quotations, special promotional materials, or on the face hereof, for which this limited warranty may be further limited. Included within this category are items produced by third party manufacturers (as to which Seller passes to Buyer the warranty it has been provided by the manufacturer) and items which are sold at specially reduced prices with reduced warranty protection (in some cases, extended warranty protection may be available at an increased price).
- iii) This warranty does not cover loss, damage, or defects resulting from: transportation to the Buyer's facility, improper or inadequate maintenance by Buyer, Buyer-supplied software or interfacing, unauthorized modification or misuse, operation outside of the environmental specifications for the Product or improper site preparation or maintenance.

- iv) No warranty is made with respect to used, reconstructed, refurbished or previously owned Products, which will be so marked on the face hereof and, unless otherwise indicated on the face hereof, shall be sold "As Is".
- v) The warranty herein applies only to Products within the country of original delivery. Products transferred outside the country of original delivery, either by Seller at the direction of Buyer or by Buyer's actions subsequent to delivery, may be subject to additional charges prior to warranty repair or replacement of such Products based on the actual location of such Products and Seller's warranty and/or service surcharges for such location(s).

c) Place of Service. Except when otherwise provided in Seller's current applicable price list, Seller shall use its best efforts to perform all warranty services hereunder at the Buyer's facility, as soon as reasonably practicable after notification by the Buyer of a possible defect; provided, however, that Seller reserves the right to require that the Buyer return the Product to Seller's production facility, transportation charges prepaid, when necessary to provide proper warranty service.

d) Software and Firmware Products. The sole and exclusive warranty applicable to software and firmware products provided by Seller for use with a processor will be as follows: Seller warrants that such software and firmware will conform to Seller's program manuals current at the time of shipment to Buyer when properly installed on that processor, provided however that Seller does not warrant that the operation of the processor or software or firmware will be uninterrupted or error-free.

NO OTHER WARRANTY IS EXPRESSED OR IMPLIED. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Exclusive Remedies.

THE REMEDIES PROVIDED HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR OTHER LEGAL THEORY ARISING OUT OF THE SALE, INSTALLATION, SERVICE OR USE OF ITS PRODUCTS. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, SERVICE OR USE OF ITS PRODUCTS.

10. Patent Indemnity.

Seller agrees to defend, at its own expense, any suit or legal proceeding which may be brought against Buyer alleging infringement by Buyer of any patent of the United States, by Buyer's use of the Product sold hereunder for its intended purposes, provided that Buyer shall give Seller prompt written notice of any claim, threat, or institution of suit or legal proceeding, and provided that Seller shall then have the sole right to control and conduct the defense and/or settlement of such claim, threat, suit or legal proceeding, either in the name of Seller or Buyer or both, and Buyer shall, at Seller's request and expense, provide relevant information and reasonable cooperation. Seller shall pay all final judgments and all costs and attorney's fees assessed against Buyer in any such suit or legal proceeding, provided Buyer has complied with the conditions hereof with respect to prompt notice and cooperation in connection with such suit or legal proceeding and given exclusive control thereof to Seller, but Seller shall not be liable for any attorney's fees or other legal expenses incurred by Buyer without the knowledge and prior written consent of Seller. Seller shall also have the right, at its own expense, to procure for Buyer the right to continue using the Product claimed to infringe, replace said Product with an equally satisfactory non-infringing Product, modify said Product so that it becomes non-infringing, or remove such Product

and refund the purchase price thereof less a reasonable amount for use, damage or obsolescence.

The foregoing indemnity fully defines Seller's obligation for patent infringement; such obligations to defend and make payment shall specifically not apply to:

- a) an infringement claim resulting from additions or changes in or to the Product made by Buyer or any third party or from use in combination with other equipment; or
- b) an infringement claim which is settled without the consent of Seller; or
- c) an infringement claim which results from compliance by Seller with specifications furnished by Buyer.

The total amount of Seller's obligation and liability under this Section shall not exceed the price paid by Buyer to Seller for the Product held to infringe, and in no event will Seller be held accountable for consequential damages under this indemnity, such as, for example, loss of business profits or goodwill. With respect to goods manufactured in whole or in part to Buyer's specifications, the Buyer will protect and indemnify Seller against all claims for damages or profits arising from infringement of patents, designs, copyrights or trademarks.

11. Modification of Terms.

BUYER'S ACCEPTANCE OF ANY QUOTATION IS EXPRESSLY SUBJECT TO BUYER'S ASSENT TO EACH AND ALL OF THE TERMS AND CONDITIONS SET FORTH IN SELLER'S QUOTATION, AND BUYER'S ASSENT TO THESE TERMS AND CONDITIONS SHALL BE CONCLUSIVELY PRESUMED FROM BUYER'S SUBMISSION OF ITS PURCHASE ORDER. NO ADDITION TO OR MODIFICATION OF SAID TERMS AND CONDITIONS SHALL BE BINDING UPON SELLER UNLESS SPECIFICALLY AGREED TO BY SELLER IN WRITING. IF BUYER'S PURCHASE ORDER OR OTHER CORRESPONDENCE CONTAINS TERMS OR CONDITIONS CONTRARY TO OR IN ADDITION TO THE TERMS AND CONDITIONS CONTAINED IN SELLER'S QUOTATION, ACCEPTANCE OF ANY ORDER BY SELLER SHALL NOT BE CONSTRUED AS ASSENT TO SUCH CONTRARY OR ADDITIONAL TERMS AND CONDITIONS OR CONSTITUTE A WAIVER BY SELLER OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN SELLER'S QUOTATION.

12. Authority to Export.

ALL ORDERS ACCEPTED FOR EXPORT (AND/OR RE-EXPORT) ARE SUBJECT TO: 1) UNITED STATES GOVERNMENT EXPORT REGULATIONS AND; 2) BUYER PROVIDING SELLER WITH ALL DOCUMENTATION NECESSARY FOR SHIPMENT TO THE DESTINATION COUNTRY.

13. Software Licenses and Copyrighted Material.

- a) Seller provides software products by license only. The terms of the license are available from Seller and are accepted by Buyer on delivery of licensed software.
- b) Unless otherwise specified, Seller's copyrighted material (software, firmware, and printed documentation) may not be copied except for archive purposes, to replace a defective copy, or for program error verification by Buyer.

14. Miscellaneous

- a) Applicable laws. This contract shall be construed in accordance with the laws of the State of New York, U.S.A. without regard to its principles of conflict of laws. Any disputes

relating to the contract of sale between Buyer and Seller shall be adjudicated in the state or federal courts in the State of New York, U.S.A., and both parties hereby consent to the jurisdiction of said courts for purposes of any such litigation. The parties expressly agree to waive application of the United Nations Convention on Contracts for the International Sale of Goods.

- b) Confidential Data and Information. If, in connection with the sale, purchase, use, or maintenance of the Products, Seller is requested, required, or deems it advisable to furnish data or information which it, in its sole discretion, deems proprietary, confidential, or both, Seller shall not, in any event, submit or be required to furnish such data or information unless Buyer enters into an agreement concerning the handling, use, copying, retention and return of such information, the form of which agreement is available to Buyer on request. Seller does not agree to accept any proprietary or confidential information of Buyer in the absence of such a written agreement signed by an authorized representative of Seller.
- c) Assignment. Any attempt by Buyer to assign, transfer or delegate any of the rights, duties, warranties, or obligations herein shall be null and void.
- d) Non-waiver. Seller's failure to exercise any of its rights shall not constitute or be deemed a waiver or forfeiture of such rights.
- e) Successors. Any contractkfk for sale incorporating Seller's terms and conditions shall be binding upon the parties thereto, their successors and permitted assigns.
- f) Headings. The headings herein are for convenience only and have no substantive meaning.
- g) Severability. If any provision herein is deemed unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect as if the unenforceable provision had not been included.

8-98 QTE
1-1409-05

PerkinElmer Instruments LLC
Shelton, CT

Staff Summary: This request is presented jointly by the Sheriff's Office and District Attorney's Office. Items to be purchased include a Clarus 500 Gas Chromatograph system and related equipment. The system will be used by Sheriff's Office Crime Lab personnel to perform chemical analysis of blood to detect alcohol levels.

The decision to purchase the gas chromatograph and headspace sampler for blood alcohol testing from Perkin Elmer was based on many key points.

Perkin Elmer is the manufacturer of the testing equipment that the other three crime labs in Nevada are using. Those labs are Las Vegas Metro, Henderson Police Department and the Washoe County Sheriff's Office.

We are modeling our blood examination lab after the new Henderson Police Department Crime Lab and have also reviewed Washoe County Sheriff's Office equipment that is also supplied by Perkin Elmer.

Perkin Elmer, Inc. is a global technology leader in the Health Sciences and Photonics markets and provides products and services for a range of applications that require innovation, precision and reliability.

Perkin Elmer is a company that posted \$1.8 billion in revenues in 2007; they operate in 150 countries with 9,100 employees. They are also a member of the S&P 500 Index and are traded on the NYSE.

The local Perkin Elmer office is located in San Jose, California. This is a benefit to us as service response time is critical for this equipment.

The fact that the three major crime labs in Nevada all selected Perkin Elmer is very important to us in the fact that as we start to provide these new examination services to the Courts and District Attorney's office, it is imperative that we have the ability to exchange ideas and procedures with these other labs for validation purposes, training and resolving any issues that may arise.

Fiscal Impact: \$58,207

Funding Source: Construction Projects - Sheriff's Office Administrative Facility
330-0000-421.78-20