



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** April 5, 2018

**Staff Contact:** Laura Rader and Tad Fletcher

**Agenda Title:** For Possible Action: To approve Contract No. 1718-147 Alternative Sentencing Drug Testing System with Microgenics Corp, part of ThermoFisher Scientific for a not to exceed annual amount of \$64,000 for five (5) years with two (2) one year renewal options for onsite urinalysis substance abuse testing to be funded from the Drug Testing Fees account in the General Fund. (Laura Rader; Lrader@carson.org and Tad Fletcher; TFletcher@carson.org).

**Staff Summary:** Department of Alternative Sentencing (DAS) completes drug testing on individuals assigned to supervision by the Carson City Courts. The drug testing is completed in the Alternative Sentencing Testing lab, located at 885 E. Musser St. DAS averages around 60,000 assay tests a year in the lab, screening for controlled substances and alcohol. This contract will provide a new analyzer and a cost savings, which will allow for better testing measures.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

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## **Proposed Motion**

I move to approve Contract No. 1718-147 Alternative Sentencing Drug Testing System with Microgenics Corp, part of ThermoFisher Scientific for a not to exceed annual amount of \$64,000 for five (5) years, with two (2) one year renewal options, for onsite urinalysis substance abuse testing facility to be funded from the Drug Testing Fees account in the General Fund.

## **Board's Strategic Goal**

Efficient Government

## **Previous Action**

N/A

## **Background/Issues & Analysis**

A formal Request for Proposals (RFP) was released on January 30, 2018 and proposals were accepted through 2pm on February 22, 2018. Three proposals were submitted and the evaluation committee is recommending ThermoFisher. The current contract with Siemens Healthcare will expire on May 5, 2018.

## **Applicable Statute, Code, Policy, Rule or Regulation**

## **Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: 101-4705-412.05-51

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: \$64,000 is budgeted in the drug testing account annually.

**Alternatives**

Do not approve contract and provide alternative direction to staff.

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No.1718-147**  
**Title: Alternative Sentencing Drug Testing System**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Microgenics Corp., part of ThermoFisher Scientific, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS, CONTRACTOR'S** compensation under this agreement (does \_\_\_) (does not \_\_X\_\_) utilize in whole or in part money derived from one or more federal grant funding source(s); and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No.1718-147** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

**1. REQUIRED APPROVAL:**

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

**2. SCOPE OF WORK (Incorporated Contract Documents):**

2.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONTRACTOR** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

2.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CITY**.

For P&C Use Only

CCBL expires \_\_\_\_\_

NVCL expires   N/A  

GL expires \_\_\_\_\_

AL expires \_\_\_\_\_

WC expires \_\_\_\_\_

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2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any SERVICES under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

**3. CONTRACT TERM:**

3.1 This Contract shall be effective from May 6, 2018, subject to Carson City Board of Supervisors' approval (anticipated to be April 5, 2018) to May 6, 2023, with two (2) one-year renewal options, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

**4. NOTICE:**

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website ([www.carson.org](http://www.carson.org)), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Mike Robbins  
Microgenics Corp, Part of ThermoFisher Scientific  
46500 Kato Rd  
Fremont, CA 94538  
510-979-5000  
michael.robbins@thermofisher.com

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4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department  
Laura Rader, Purchasing & Contracts Administrator  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7362 / FAX 775-887-2286  
[Lrader@carson.org](mailto:Lrader@carson.org)

**5. COMPENSATION:**

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum annual amount of Sixty Four Thousand Dollars and 00/100 (\$64,000.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

**6. TIMELINESS OF BILLING SUBMISSION:**

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

**7. CONTRACT TERMINATION:**

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

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7.2 Termination for Non-appropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S 30 days' notice** to **CONTRACTOR** of such non-appropriation, and no claim or cause of action may be based upon any such non-appropriation.

In the event that the Contract is terminated for non-appropriation, payment will be made for SERVICES that have been completed.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach

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notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

**8. REMEDIES:**

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

**9. LIMITED LIABILITY:**

**CITY** will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed

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the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

**10. FORCE MAJEURE:**

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

**11. INDEMNIFICATION:**

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 Except as otherwise provided in **Subsection 11.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

**12. INDEPENDENT CONTRACTOR:**

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint



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venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

**13. INSURANCE REQUIREMENTS (GENERAL):**

**13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

13.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and

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Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request

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and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:**

**CONTRACTOR** shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

**13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

13.21.1 *Minimum Limit required:*

13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

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13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.

**13.22 PROFESSIONAL LIABILITY INSURANCE**

13.22.1 *Minimum Limit required:*

13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

**13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

**14. BUSINESS LICENSE:**

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

**INDEPENDENT CONTRACTOR AGREEMENT**  
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**Title: Alternative Sentencing Drug Testing System**

**15. COMPLIANCE WITH LEGAL OBLIGATIONS:**

**CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services of this Contract.

**CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR's** non-compliance with this Section.

**16. WAIVER OF BREACH:**

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

**17. SEVERABILITY:**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**18. ASSIGNMENT / DELEGATION:**

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

**19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No.1718-147**  
**Title: Alternative Sentencing Drug Testing System**

**20. PUBLIC RECORDS:**

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

**21. CONFIDENTIALITY:**

**CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

**22. FEDERAL FUNDING:**

*22.1 In the event federal grant funds are used for payment of all or part of this Contract:*

22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

**23. LOBBYING:**

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or

**INDEPENDENT CONTRACTOR AGREEMENT**  
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influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

**24. GENERAL WARRANTY:**

**CONTRACTOR** warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

**25. PROPER AUTHORITY:**

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

**26. GOVERNING LAW / JURISDICTION:**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**27. ENTIRE CONTRACT AND MODIFICATION:**

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No.1718-147**  
**Title: Alternative Sentencing Drug Testing System**

**28. ACKNOWLEDGMENT AND EXECUTION:**

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

**CITY**

Chief Financial Officer  
Attn: Laura Rader, Purchasing & Contracts Administrator  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[Lrader@carson.org](mailto:Lrader@carson.org)

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: \_\_\_\_\_  
Nancy Paulson, Chief Financial Officer

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts**

**Account #101-4705-412.05-51**

**BY:** Laura Rader, CPPB  
Purchasing & Contracts Administrator

By: \_\_\_\_\_

Dated \_\_\_\_\_



**INDEPENDENT CONTRACTOR AGREEMENT**  
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Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

**CONTRACTOR**

**BY:**

**TITLE:**

**FIRM:** Microgenics Corp, Part of ThermoFisher Scientific

**CARSON CITY BUSINESS LICENSE #:**

**Address:** 46500 Kato Rd.

**City:** Fremont **State:** CA      **Zip Code:** 94538

**Telephone:** 510-979-5000

**E-mail Address:**

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No.1718-147**  
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**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 5, 2018 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1718-147**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
ROBERT L. CROWELL, MAYOR

DATED this 5<sup>th</sup> day of (Month), 2018.

**ATTEST:**

\_\_\_\_\_  
SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 5<sup>th</sup> day of (Month), 2018.



**P R O P O S A L**  
**Presented by MICROGENICS CORPORATION**  
**A Part of Thermo Fisher Scientific**

**The City of Carson City, Nevada**  
**Department of Alternative Sentencing**  
**Drug Testing System**  
**Carson City-Purchasing and Contracts**

**Drug Testing Equipment and Supplies**

**SCOPE OF PROPOSAL:**

Microgenics Corporation is pleased to present our response to The City of Carson City, Nevada Department of Alternative Sentencing for Drug Testing System for drug testing equipment, supplies and a data management system for the onsite urinalysis substance abuse testing facilities. It is with great eagerness that we look forward to the opportunity to continue developing a relationship with The City of Carson, Nevada.

**GENERAL CONDITIONS:**

Microgenics meets all the necessary requirements of this proposal.

**INVOICES:**

Microgenics Standard payment terms are net 30 from the date of invoice. Direct payments to remittance address below:

Microgenics Corp  
Bank of America lockbox  
7055 Collections Center Dr.  
Chicago, IL 60693

**INSTRUMENT GUIDELINES:**

Microgenics meets the requirement of the testing capabilities for the following drugs and/or their metabolites for the following:

- Amphetamine/Methamphetamine
- Benzodiazepines
- Cocaine
- Cannabinoid
- Ethyl Alcohol
- Methadone Metabolite
- 6AM
- Creatinine
- Opiate
- Buprenorphine

**INDIKO PLUS ANALYZER:**

**Measurement.** Single channel interference filter photometer with beam splitting reference, 12 filter positions.

FILTER RANGE: 340 - 700 nm

MEASUREMENT TEMPERATURE: 37 °C

LIGHT SOURCE: Flash lamp

ABSORBANCE RANGE: 0 - 3.5 A, resolution of 0.001 A and reproducibility of SD <0.005 A at 2 A

**Reaction vessels.**

Discrete disposable cuvette. Continuous access to cuvettes without interrupting test processing.

ON-BOARD CAPACITY: 360 measurement cells - 36 cuvettes with 10 reaction cells, 1 to 3 hour walk-away time depending on workload.

REACTION END VOLUME: 120 - 300 µL

**Samples.** Continuous access to samples without interrupting test processing. Automatic identification via internal barcode reader.

ON-BOARD CAPACITY: 54 samples - 9-position sample rack, max 6 racks.

SAMPLE VOLUMES: 2 - 120 µL.

SAMPLE CONTAINERS: 0.5 mL , 2.0 mL cups and sample tubes (diameter 12 – 16 mm, length 75 - 100 mm).

SAMPLE BARCODES: Code 128 and barcodes USS Codabar, Interleaved 2 of 5 and Code 39 with a check digit

SAMPLE DISPENSING: CV ≤2% for volumes ≥2 µl

**Reagents.** Continuous access to reagents without interrupting test processing. Automatic identification via internal barcode reader. Clearly displayed real-time reagent volume and remaining test capacity. Up to four reagent additions per test.

ON-BOARD CAPACITY: 42 positions in the disk cooled about 8 °C below ambient temperature.

REAGENT VOLUMES: 2 - 240 µL

REAGENT CONTAINERS: 10 mL and 20 mL vials

REAGENT DISPENSING: CV ≤2% for volumes ≥2 µl

**Calibration.** Factor, bias, linear, logit-log, spline, polynomial and point-to-point calibration.

Method-dependent use of individual calibrators or automatically diluted series from a stock calibrator. Previous curve comparison available.

**Quality Control.** Real-time QC program with multiple, user definable Westgard rules. Control frequency user-definable. Out-of-specification control results flagged. QC chart printouts, daily and cumulative reports.

**Dilutions**

Automatic sample pre-dilution. Automatic dilution of over-range tests with automatic rerun.

Addition of manual pre-dilution value for result calculation.

**Instrument Data Management**

WindowsR workstation with graphical user interface. Data input online, via mouse, touchscreen, keyboard and barcode reader. Different user groups can have different access rights. Different user interface language versions available.

LIS INTERFACE: CLSI LIS02-A2

HARDWARE INTERFACE: RS-232 or TCP/IP

RESULT REPORTS: Collated by sample, manual entry of off-line results allowing for fully collated result reports, results calculated from both measured and off-line results. Abnormal values and repeats flagged automatically.

**TRACEABILITY** Full traceability with long term storage of results including associated calibrations and reagent lot data.

**Speed** Performs roughly 190 tests per hour.

**DATA MANAGEMENT SYSTEM GUIDELINES:****DATA MANAGEMENT (PARACELSUS)**

The data management system we are proposing is called Paracelsus. Paracelsus is a web-based application being used in over 37 states across the U.S. to help labs effectively manage their drug testing program.

Available 24 hours/seven days a week, you can manage every step of the process, starting with chain of custody documentation. Generate daily orders using the bar code system integrated into your Thermo Scientific Indiko analyzer. Plan your schedule using the random color-code tool using the remote data entry function. The multi-tier hierarchy ensures a secured system to protect information. Results are real-time and reports can be stored and viewed on-line or printed as needed.

**PSD/SAS Integration**

Paracelsus currently provides an interface with every federal probation lab to send results to their case management system. The PSD/SAS interface can be done utilizing a secure file transfer protocol (SFTP). This will keep you in compliance with confidentiality laws, such as HIPAA, that you may need. Once you provide us with the comma-separated-value (CSV) format, we will create our file accordingly.

**Report Delivery**

Paracelsus offers a wide variety of reports. These reports are all web-based, so your users will be able to access them either on-site or off-site. The only delivery method we do not offer is faxing through our application. After consulting with experts and going through many of the HIPAA and other confidentiality sessions offered at state conferences, we found faxing to be considered unsecure. There are typically no secure lines used when faxing. Some labs still fax our reports, but using their own fax capabilities.

**Rapid Order Entry**

Paracelsus offers the ability to customize the data entry screens to eliminate fields not used. This allows the user to see and enter the fields required by the lab to process.

**Client Information Screen**

Paracelsus has the ability to document drug admission and prescription information, along with many other fields you can choose to show or hide.

### Calculated Tests

Paracelsus has an option to build trend reports. These reports allow the user to choose a number of different assays and show a trend (or history) of result measurements in a bar graph format. This is very useful when labs want to compare two assays or create a THC ratio with Creatinine.

### Reflex Conditions

The lab has the ability to choose a variety of reflex conditions including the following: Auto Rerun All Positive/Abnormal Tests, Auto Rerun Abnormal Creatinine w/ Specific Gravity, Auto Rerun Abnormal Creatinine w/ PH, Auto Rerun Abnormal Creatinine w/ Nitrite, Auto Rerun Abnormal Creatinine w/ Oxidant, and Auto Rerun Abnormal Creatinine w/ Chromium VI.

### Import/Export Capabilities

Paracelsus has the ability to integrate with over 200 EMR (Electronic Medical Record) applications. There are two types of capabilities; bi-directional and uni-directional. Bi-directional allows for orders to be sent to Paracelsus utilizing HL7 code and when the results are approved they will be sent back to the EMR. Uni-directional allows for the results to be sent, using HL7, back to the EMR.

### Query Report Writer

Paracelsus allows the user to export each of their reports into an Excel format. The user has the ability to create any type of report utilizing the fields they wish to show or hide.

### Quantitative and Qualitative Results

Paracelsus allows the user to report measurements for all assays, positive/abnormal only, validity assays, semi-quant assays, or no measurements. This can be setup for each agency (account), to give the flexibility of who can see measurements and who cannot.

### Barcoding Capability

Paracelsus creates barcodes that can be placed on specimen cups and used by Olympus and/or Indiko type analyzers. This reduces human error and automates the testing process.

### Chain of Custody

A chain of custody is generated by Paracelsus when an order is created. Each order will receive a unique accession number in order to track the process and results.

### Allows Off-line Test Entry

Paracelsus allows the lab to manually process orders if the analyzer is offline. A user can also create manual tests and enter the results of those tests not run on the analyzer.

### Unique Accession Number Tracks Specimen Record

A unique accession number is generated by Paracelsus during the order entry process. This number and barcode is printed on the specimen cup label, the chain of custody, and the test tube label used on the analyzer.

### Auto Rerun of Positives

Paracelsus automatically initializes the positive assay to rerun while storing and displaying the previous result for review. It also provides a new barcode with the original accession number and an appended unique number for re-aliquating the specimen.

### Backups

Due to Paracelsus being a web-based application, it has an advantage when it comes to the need for data security and backups. Backups for all clients, data, systems and other information occur on multiple schedules utilizing a full backup method. ACT has multiple disaster recovery sites to insure your data is protected.

Security

Our system design for Paracelsus was for the development of a Web-Enabled Microsoft SQL Server Database application with a Secured Socket Layer (SSL) certificate. Paracelsus has 2048 bit encryption, which is well over the HIPAA compliance guidelines.

**ASSAY/REAGENT SPECIFICATIONS:**

Microgenics has the most extensive menu of drugs of abuse immunoassays in the industry - and our menu keeps growing. Our experience in drugs of abuse testing allows for the anticipation of new drug screening challenges, and offering leading edge solutions. The CEDIA or DRI product platforms provide an important advantage to your testing program.

Microgenics proprietary DRI products are at the leading edge of a new generation of testing solutions offering high analytical accuracy while eliminating time-consuming steps in reagent preparation. These liquid, ready-to-use homogeneous enzyme immunoassays have been field-tested on a wide range of analyzers. They are enthusiastically accepted and used in laboratories for the qualitative or semi quantitative determination of drugs in human urine where cost control and optimizing productivity are key issues. As new adulterant trends sweep through the testing pool, labs rely on Microgenics' Detect<sup>®</sup> line of specimen validity tests.

The CEDIA recombinant technology provides innovative, convenient, and easy-to-use products that offer high sensitivity for measurement of low concentration analytes. Additionally, these products feature linear calibration and consistent lot-to-lot reproducibility. CEDIA is a registered trademark of Roche Diagnostics; however, Microgenics is and always has been the only manufacturer and sole source provider of the CEDIA Drugs of Abuse and TDM product line worldwide. The scope of drugs of abuse testing is expanding rapidly and Microgenics' CEDIA assays continue to meet the challenge.

Our products are optimized for a wide range of analyzers and backed by exceptionally responsive technical support.

Our liquid, ready-to-use, calibrator and controls for drugs of abuse are offered in separate, convenient sizes to match lab needs. Many are offered in a multiconstituent platform to allow for multiple uses at one time.

All reagents provided meet Food and Drug Administration (FDA) standards for testing at the prescribed cutoff levels identified under SAMSHA guidelines. Microgenics will supply Material Safety Data Sheets for all reagents and ancillary supplies as part of the bio safety specific training regarding specimen and reagent handling.

Our assays provide a simple and rapid analytical screening for detecting drugs in urine. The assays provide only a preliminary analytical test result. A more specific chemical method must be used in order to obtain a confirmed analytical result. Gas chromatography/ mass spectrometry (GC/MS) or LC/MS are the preferred confirmatory methods. Clinical consideration and professional judgment should be applied to any drug of abuse test result, particularly when preliminary positive results are used.

Microgenics reagents use specific antibodies, which can detect drugs in urine with minimal cross-reactivity to various over-the-counter compounds. The assays are based on competition of a drug-labeled enzyme glucose-6-phosphate dehydrogenase (G6PDH). The free drug from the urine sample for a fixed amount of specific antibody binds the drug-labeled G6PDH and the enzyme activity it inhibited. This phenomenon creates a direct relationship between drug concentration in urine and the enzyme activity. The enzyme G6PDH activity is determined spectrophotometrically at 340 nm by measuring its ability to convert nicotinamide adenine dinucleotide (NAD) to NADH.

**PRICING:**

				Cost per kit for Indiko Plus	
					\$/Test
6-AM	10015213	Heroin (6AM) Metabolite 3X18mL Barcode	678	\$508.00	\$0.75
Alcohol	10016397	Alcohol (Ethyl) 3X18mL Barcode	678	\$271.00	\$0.40
Amphetamine	10014585	Amphetamine 3X18mL Barcode	678	\$271.00	\$0.40
Barbiturate	10015648	Barbiturates 3X18mL Barcode	678	\$271.00	\$0.40
Benzodiazepine	10015644	Benzodiazepine 3X18mL Barcode-Indiko	678	\$271.00	\$0.40
Buprenorphine	10015658	Buprenorphine 3x17mL Barcode-Indiko	678	\$644.00	\$0.95
Cocaine	10014593	Cocaine 3X18mL Barcode- Indiko	678	\$271.00	\$0.40
Creatinine	10015638	Creatinine 3X18mL Barcode- Indiko	621	\$124.00	\$0.20
Ecstasy	10014681	Ecstasy 3X18mL Barcode- Indiko	678	\$271.00	\$0.40
EDDP	10016421	Methadone Metabolite 3X18mL Barcode-Indiko	678	\$271.00	\$0.40
ETG	10016154	EtG Ethylglucuronide 3X18mL Barcode- Indiko CJF	678	\$441.00	\$0.65
Fentanyl	10016006	Fentanyl 3X18mL Barcode- Indiko CJF	678	\$644.00	\$0.95
General Oxidant	10018528	General Oxidant 6x18mL Barcode-Indiko	564	\$113.00	\$0.20
Hydrocodone	10018054	Hydrocodone 3X18mL Barcode-Indiko	678	\$508.00	\$0.75
Methadone	10016403	Methadone 3X18mL Barcode-Indiko	678	\$271.00	\$0.40
Opiate	10014601	Opiate 3X18mL Barcode- Indiko	678	\$271.00	\$0.40
Oxycodone	10015632	Oxycodone Barcode-Indiko	678	\$441.00	\$0.65
PCP	10014673	PCP (Phencyclidine) 3X18mL Barcode-Indiko	678	\$271.00	\$0.40
pH	10015654	pH Detect Barcode-Indiko	564	\$113.00	\$0.20
Propoxyphene	10018510	PPX (Propoxyphene) 3X18mL Barcode-Indiko	678	\$271.00	\$0.40
Sp Gravity	10018532	Specific Gravity Detect 6x18mL Barcode-Indiko	564	\$226.00	\$0.40
Synthetic Cannabinoids	10022971	AB-PINACA 3X17mL Barcode-Indiko	678	\$644.00	\$0.95
Synthetic Cannabinoids	10022949	UR-144/XLR-11 Barcode- Indiko	678	\$644.00	\$0.95
THC	10014665	THC (Cannabinoids) 3X18mL Barcode-Indiko	678	\$271.00	\$0.40

**SERVICE CONTRACT:**

Microgenics will supply the City of Carson, Nevada with service for the analyzer and the software throughout the first year. If the City of Carson, Nevada renews this agreement for additional years vendor must provide firm pricing for service for any additional years. Our experienced Technical Service team has earned an industry-wide reputation for their accessibility and problem-solving tenacity. They are experts in laboratory technology and are available to assist with technical and product performance 24 hours a day/7 days a week by calling our toll-free number.



**PROPOSAL TERM:**

Term of this agreement is for five (5) year term with two (2) one-year options from the date of issuance..

**PROPSAL SUBMITTAL:**

Proposal due date February 22, 2018

**CUSTOMER SERVICE:**

Our Customer Service Department is open from 7:00 a.m. to 5:00 p.m. Pacific Time Monday through Friday to process product orders. You may place your order by telephone, fax, e-mail, or US Mail. Emergency orders outside of these business hours may be called into the Microgenics Technical Service Department. Urgent EDI orders should be suppressed in your EDI system and called into our Customer Service Department before 12:00 p.m. Pacific Time for immediate processing. EDI transactions require format validation and set up.

**GUARANTEED DELIVERY:**

Product orders are normally shipped Monday through Thursday, within 2 days after receipt of order. Priority overnight service is also offered at no additional fee. Friday shipments for Saturday delivery require special arrangements.

**MAINTENANCE AND SERVICE:**

Microgenics will provide maintenance and repair service at no cost to The City of Carson, Nevada Technical support and maintenance, including preventive service maintenance (PM), will ensure continual proper operation of the Drug Testing Analyzers.

***Technical Support***

Microgenics will provide 24-hour technical support by telephone.

***Repairs***

Microgenics will provide unlimited visits to equipment installation site and all necessary parts to restore the equipment to manufacturer's operating specifications. A technical representative will be at the installation site within one to two working days after determining that such onsite repair is necessary. Repair service calls will ordinarily be performed during regular business hours, Monday through Friday, excluding holidays, from 8:00 a.m. to 5:00 p.m.

***Preventive Maintenance (PM)***

Microgenics shall perform PM services two times per year from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. All labor, travel and PM parts are included. PMs will be performed at a date mutually agreed upon between Microgenics and customer.

**KEY PERSONNEL:**

Microgenics designates **Mike Robbins**, Sales Representative, to serve as the point-of-contact for the duration of the contract. Mike has extensive experience in effectively managing projects of this nature and is available to discuss and resolve all issues related to contract administration. He will also ensure compliance to the requirements of the contract. Our Technical service group and our Field Service Engineers will coordinate the on-site installation with the equipment companies.

**EXPERIENCE ON CONTRACTS OF SIMILAR SIZE AND SCOPE:**

Microgenics Corporation was awarded contracts for the Naval Medical Logistics/Department of Defense, Department of Veteran's Affairs, Texas Department of Criminal Justice, United States Pretrial and Probation, as well as various other local governments/municipalities and large-scale commercial laboratories. In addition, Microgenics has contracts with different criminal justice/drug courts nationally.

Microgenics provides instrumentation, instrument consumables, screening reagents, calibrators and controls, service, water systems, and ongoing technical assistance. On a consistent and ongoing basis, Microgenics is the primary contractor for some of the largest independent SAMHSA laboratories in the U.S. Microgenics demonstrates an ability to supply the needs of the federal government's most stringent drug testing program. The diversity of government contract awards demonstrates Microgenics' ability to work with a variety of governmental agencies and their drug testing programs.

We at Microgenics look forward to the opportunity to demonstrate the same high quality products and services in servicing the City of Carson, Nevada.

**CONTRACT REGISTRATION:**

Microgenics Corporation is current on registration within the System for Award Management (SAM).

**CONTRACT ADMINISTRATION DATA****CONTRACTOR NAME AND ADDRESS:**

Lovetta Barkus  
46500 Kato Road  
Fremont, CA 94538  
Phone: 510-979-5000 ext. 1653425  
Email: USFMTMGC-ContractsAdmin@thermo.com

TAX ID #: 68 – 04 – 18167  
DUNS #: 12 – 215 – 3799

**AUTHORIZED NEGOTIATORS:**

Microgenics Corporation represents that the following persons are authorized to negotiate on its behalf regarding all matters pertaining to this bid:

<b><u>Headquarters:</u></b>  Microgenics Corporation A part of Thermo Fisher Scientific 46500 Kato Road Fremont, CA 94538 Main: 1-800-232-3342 Fax: 1-800-829-8115  Federal ID: 68-0418167	<b><u>Contacts:</u></b>  <b>Mike Robbins</b> <b>Mobile: (303) 437-5214</b> <b>Email: <a href="mailto:michael.robbins@thermofisher.com">michael.robbins@thermofisher.com</a></b>	<b><u>Remittance:</u></b>  7055 Collection Center Drive Chicago, IL 60693
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