

AN ORDINANCE OF THE COUNCIL OF THE CITY OF  
WHEELING WV AUTHORIZING THE CITY MANAGER TO  
ALLOCATE A PORTION OF THE WV OPIOID SETTLEMENT  
FUNDS TO ASSIST THE WHEELING POLICE DEPARTMENT  
IN PROVIDING OPIOID RELATED ABATEMENT

Section 1. The City of Wheeling, WV is a participating local government in various opioid-related claims which were submitted to the jurisdiction of a panel overseeing the mass litigation proceeding captioned *In Re. (Opioid Litigation, Civil Action No. 21-C-9000 (W.Va. Cir.Ct. Kanawha County)*

Section 2. The City of Wheeling, WV was apportioned a share of the WV MLP Opioid Settlement Funds.

Section 3. The Legal Department of the City of Wheeling, WV believes the uses proposed by its Police Department are within the criteria as outlined in the Memorandum of Understanding controlling the agreed use of the opioid settlement funds. *See:* The Legal Department Memorandum attached and incorporated herein.

Section 4. The City of Wheeling Police Department has provided the purpose, background and associated costs for the proposed opioid abatement expenditures of One Hundred Fifty- Two Thousand Four Hundred Thirty-Eight Dollars and Eight Cents (\$152,438.08). *See:* The Police Department's supporting documentation attached and incorporated herein. Such expenditures are to ensure appropriate resources for law enforcement to engage in enforcement and possess adequate equipment, tools and manpower to address the complexity of the opioid problem. *See generally:* Approved uses Opioid Settlement Funds-Exhibit A to West Virginia First Memorandum of Understanding; Schedule A- Core Strategies & Schedule B-Approved Uses. Specific Portions of which are included in the City Legal Department's Memorandum attached and incorporated herein.

By the Administration

# CITY OF WHEELING




## OFFICE OF THE CITY MANAGER

CITY COUNTY BUILDING  
1500 CHAPLINE STREET  
WHEELING, WEST VIRGINIA 26003  
304-234-3617

### MEMORANDUM

TO: Robert Herron

FROM: Rosemary Humway-Warmuth 

DATE: April 11<sup>th</sup>, 2024

RE: Allocation of portions of the WV Opioid Settlement Funds to assist the Wheeling Police and Fire Departments in providing Opioid Related Abatement.

The City of Wheeling, WV is a participating local government in various opioid-related claims which were submitted to the jurisdiction of a panel overseeing the mass litigation proceeding captioned *In Re: Opioid Litigation, Civil Action No. 21-C-9000 (W.Va. Cir.Ct. Kanawha County)*. The City of Wheeling, WV was apportioned a share of the WV MLP Opioid Settlement Funds. The Legal Department of the City of Wheeling, WV believes the uses proposed by its Police Department are within the criteria as outlined in the Memorandum of Understanding controlling the agreed use of the opioid settlement funds.

The City of Wheeling Police and Fire Departments have provided the purpose, background and associated costs for the proposed opioid abatement expenditures. Such expenditures are to ensure appropriate resources for law enforcement to engage in enforcement and possess adequate equipment, tools and manpower to address the complexity of the opioid problem. (see generally Approved uses Opioid Settlement Funds-Exhibit A to West Virginia First Memorandum of Understanding; Schedule A- Core Strategies & Schedule B-Approved Uses. Specific Portions of which are included this City of Wheeling, WV Legal Department's Memorandum attached and incorporated herein.

The proposed uses by the Police and Fire Departments are generally covered in Schedule B- Approved Uses-Section M LAW ENFORCEMENT which reads as follows:

M.           **LAW ENFORCEMENT**

Ensure appropriate resources for law enforcement to engage in enforcement and possess adequate equipment, tools, and manpower to address complexity of the opioid problem.

However, there are other sections as attached which may/do apply to the proposed uses of the Departments.

Should there be any questions, comments or concerns please do not hesitate to contact the Legal Department.

## APPROVED USES

### OPIOID SETTLEMENT FUNDS

Exhibit A to West Virginia First Memorandum of Understanding  
Schedule A – Core Strategies  
Schedule B – Approved Uses

#### EXHIBIT A

##### SCHEDULE A - CORE STRATEGIES

The Parties shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("Core Strategies").<sup>1</sup>

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders...

B. MEDICATION-ASSISTED TREATMENT ("MAT") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders

I. LAW ENFORCEMENT

1. Funding for law enforcement efforts to curtail the sale, distribution, promotion or use of opioids and other drugs to reduce the oversupply of licit and illicit opioids, including regional jail fees.

J. RESEARCH

Research to ameliorate the opioid epidemic and to identify new tools to reduce and address opioid addiction... Ensure tools exist to provide law enforcement with appropriate enforcement to address needs.

##### SCHEDULE B - APPROVED USES

A. TREAT OPIOID USE DISORDER (OUD)

1. Training on MAT, first responders...

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

H. PREVENT OVERDOSE DEATHS AND OTHER OPIOID-RELATED INJURIES

Support efforts to prevent or reduce overdose deaths or other opioid-related injuries through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD...
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders...
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

1. FIRST RESPONDERS

In addition to items in Section C, D and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing negative outcomes related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. Invest in infrastructure or staffing at government, law enforcement, or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of reducing the oversupply of opioids, preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
3. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

1. Provide funding for staff training, services to improve the capability of government, law enforcement, entities to abate the opioid crisis.
2. Support infrastructure cross system coordination to prevent misuse, prevent overdoses, and treat those

M. LAW ENFORCEMENT

Ensure appropriate resources for law enforcement to engage in enforcement and possess adequate equipment, tools, and manpower to address complexity of the opioid problem.

Police Department Totals:

1. Police K9	\$20,000
2. CIT Equipment	\$1,179
3. UTV/Trailer	\$83, 244.08
4. TruNarc Handheld	\$33,133
5. Covert Camera	\$14,882

**TOTAL \$152,438.08**



Wheeling Police Department  
2115 Chapline Street  
Wheeling, WV 26003  
Phone: (304) 234-3664  
Fax: (304) 234-3624  
[wheelingwv.gov/police](http://wheelingwv.gov/police)

## MEMORANDUM

**TO : Chief Shawn Schwertfeger**

**FROM : Corporal Jason Martin**

**DATE : 3-6-2024**

**RE : White Paper Proposal – K9 purchase through the Opioid Settlement Funds**

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### PURPOSE

1. To obtain a decision recommending the purchase of an additional canine to fill the empty K9 handler position within the Wheeling Police Department.
2. To explain the functionality and benefits a canine has when properly trained to detect opiates and other illegal drugs, and the drug prevention efforts of the Wheeling Police Department K9 Unit.

### FUNCTIONALITY

- 1. Olfactory Receptors And History Of Canines Used For Scent Detection**  
On average a canine possesses up to 300 million olfactory receptors in their noses compared to approx 6 million in humans. Also, the area of a canine's brain that is devoted to analyzing smells is about 40 times greater than that of a human. Studies have shown that humans had been utilizing canines for their superior sense of smell as early as 600 B.C. More notably the start of the first canine training facility in Ghent, Belgium in 1899 which resulted in the NYPD establishing the first Police Canine program in the United States in 1907.
- 2. Police Canine's And Their Roles In Law Enforcement In Current Times**  
Currently in the United States there is believed to be approx 50,000 active police canines supporting law enforcement operations. Law Enforcement agencies around the United States utilize canines for a wide variety of tasks. The most common task being odor detection. The two most popular areas of odor detection are that of illegal drugs, and explosives.
- 3. Police Canine's And Their Role Within The Wheeling Police Department**  
The Wheeling Police Department K9 Unit was formed in 2003 and currently has 3 active canines. With the retirement of K9 Zero in late 2023 there is now the need for an



additional canine to replace K9 Zero as the city has allotted 4 K9 handler positions within the Wheeling Police Department. The WPD K9 Unit supplements the Patrol Division. Of the 3 active canines, 2 are trained in the detection of illegal drugs such as marijuana, cocaine, heroin, and methamphetamine (K9 Jericho / K9 Virgil). The third canine (K9 Ozzy) is trained to detect explosives. The Wheeling Police Department utilizes their canines to sniff vehicles, buildings, and anywhere else law enforcement believes illegal substances may be hidden.

## **DISCUSSION**

### **1. Drug Detection & Arrests**

Though statistics go back farther, statistics for the past 3 years show the Wheeling Police Department K9 Unit has seized numerous illegal drugs to include schedule 1,2,3, and 4 controlled substances. Most notably the following seizures:

Cocaine: 226.34 grams

Heroin: 49.79 grams

Fentanyl: 179.8 grams and 63 pressed Fentanyl pills

Marijuana: 8,093.85 grams

In that 3 year period the Wheeling Police Department K9 Unit has also made 467 arrests. The vast majority of arrests are directly related to drug activity.

### **2. Overdoses And Drug Related Crimes**

In 2022 the Wheeling Police Department responded to 164 overdoses. In 2023 the Wheeling Police Department responded to 182 overdoses, an 11% increase. Of those 164 overdoses in 2022, 11 resulted in an overdose death. Of the 182 overdoses in 2023, 26 resulted in an overdose death, a 136% increase. The City of Wheeling continues to see drug related crimes such as thefts and other crimes causing quality of life issues for its citizens and visitors to the city.

### **3. Proactive Policing And Drug Prevention Efforts**

The Wheeling Police Department K9 Unit regularly conducts foot patrols in areas known to law enforcement as being "hotspots" for drug activity. These areas include homeless encampments, high-rise apartment buildings, and other facilities.

The Wheeling Police Department K9 Unit also regularly participates in K9 demonstrations and drug prevention discussions for numerous schools in the area, the D.A.R.E. program, and the National Night Out.

### **4. Cost**

On average the purchase of a drug detection canine and subsequent canine handler training course costs between \$15,000 to \$20,000. The purchase price for all active canines for the Wheeling Police Department were within those numbers.

## **CONCLUSION**

The purchase of another drug detection canine would greatly benefit the mission of the Wheeling Police Department. With their superior sense of smell past and present canines have been an invaluable tool for the department in locating evidence of drug related crimes. The available funds through this settlement are a natural fit for the purchase of a police canine due to its drug enforcement and drug prevention tasks.

**Corporal Jason Martin**

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

UTV Program Estimated Equipment Cost

	<b>Price</b>	<b>Quantity</b>	<b>Total</b>
Ranger Crew XP 1000 NorthStar Edition Premium	38,502.54	2	77,005.08
7x14 Victory Cargo Trailer	\$6,239	1	6,239
<b>Total</b>			<b>83,244.08</b>

**\* UTV cost does fluctuate per estimate which are valid for 30 days**



Wheeling Police Department  
2115 Chapline Street  
Wheeling, WV 26003  
Phone: (304) 234-3664  
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wheelingwv.gov/police

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## MEMORANDUM

**TO** : Chief Shawn Schwertfeger

**FROM** : Detective Brandon Hoehn

**DATE** : 3/19/2024

**RE** : Decision Paper, Utility Tasked Vehicle (UTV)

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### PURPOSE

1. To obtain a decision recommending equipment to purchase and training to start a Utility Tasked Vehicle (UTV) program at the Wheeling Police Dept.
2. To explain the functionality and benefits of using a UTV in a law enforcement setting.

### FUNCTIONALITY

**1. Situational Awareness – ability to target non-traditional patrol areas**  
The City of Wheeling is home to an extensive trail network designed to provide the citizens of Wheeling an opportunity to enjoy the outdoors. The Greater Wheeling Trail, also referred to as Heritage Trail, and its related pathways cover a span of over 18 miles with several connected trails and pathways. The primary agency tasked with covering most of these trails is the Wheeling Police Department. However, not all parts of the trail network are accessible by standard police patrol cruisers. With the addition of department UTV's, the Wheeling Police Department will be given the ability to patrol the trail network in its entirety including reaching hard to access areas.

**2. Drug Enforcement within the homeless community**  
Like most cities in the United States, the City of Wheeling is battling a significant rise in illegal activity within the homeless population. Calls of service for suspicious activity, drug activity, and overdoses have all increased. According to the Substance Abuse and Mental Health Services Administration, the average homeless person has a 26% higher chance of issues with substance abuse. In addition, the Wheeling Police Department has seen trends where individuals have targeted the homeless population for this very reason. However, enforcement has proven difficult with the homeless community due to both a distrust of law enforcement along with difficulty physically accessing the

homeless due to encampments being placed in hard-to-reach areas which are not accessible by traditional law enforcement vehicles.

## **DISCUSSION**

### **1. Trail Enforcement**

With the addition of UTV's into the Wheeling Police fleet, Officers will be given a new tool to fight the increase in drug-related crime on the trail network. The addition of UTV's will result in increased patrol of the Heritage Trail network by assigning Officers to directed patrols solely focusing on the trail and the surrounding areas, including hard-to-reach paths to areas where illegal activity is known to occur.

From 6/1/2023 through 8/31/2023, a study of the homeless community within the City of Wheeling conducted by the Wheeling Police Office of Crime Analysis showed that the majority of reported crimes (36%) involving homeless individuals were quality-of-life issues, which includes drug related offenses. The majority of these incidents happened in the area of Heritage Port, part of the Heritage Trail network, that is easily accessible and patrolled. This study would lead one to believe that if enforcement was expanded throughout the trail network that quality-of-life crime enforcement would also increase in that expanded area.

### **2. Enforcement and Outreach in the Homeless Community**

As noted, the homeless population is a major contributor to drug crime in the City of Wheeling. These individuals generally reside within encampments, deep in wooded areas, far from the eye of the public. These encampments are also far from the eye of law enforcement as they generally are in hard-to-reach areas that require Officers to separate themselves from their patrol vehicle, a dangerous practice which impacts Officer safety as well the ability to respond quickly to emergencies. Some encampments within the City of Wheeling are over 1 mile off the main roads, down paths that used to hold railway tracks, through tunnels once used by trains, and up abandoned roadways.

In February 2024, The Wheeling Police Department was notified of a drug trafficking ring in the Wheeling area targeting the homeless population. It should be noted that this is a current investigation, therefore details which can be released are limited. Intelligence of the situation shows that the individual in charge of this ring uses homeless individuals to target the local homeless camps to sell drugs. The lead individual "pushes" the product by having homeless individuals go to the homeless camps in the area and sell the drugs to the local homeless population. The areas of the city most impacted by this ring, Wheeling Island and East Wheeling, are two of the top three leading reported overdose areas (East Wheeling (18.1%) being number one and Wheeling Island (15.3%) being number 3). Furthermore, it should be noted that the downtown patrol area (beat 31) which covers East Wheeling and borders Wheeling Island (beat 51) as well as South Wheeling (beat 32) had 59.3% of the combined overdoses that occurred in Wheeling in 2023. All of these areas, even Wheeling Island

via bridge, are connected by the Heritage Trail network and home to the majority of the homeless encampments in Wheeling.

The homeless issue continues to be a hot topic in the City of Wheeling. As many residents show concern for the quality-of-life issues regarding the homeless population, a more organized and managed method is currently being implemented. In 2023, with the passage of a new city ordinance in the City of Wheeling, an awareness for the need of a managed camp became apparent. Originally housed in a temporary urban setting, the managed homeless encampment will soon be relocated to a more secluded area. This area known by locals as the “dog pound” is located off the main road and will require additional patrol as a large amount of the city’s homeless population will be residing there. As part of a directed patrol program that will encompass the city’s trail network, this homeless encampment can also be patrolled by UTV with ease which would be much more practical than a traditional patrol vehicle.

Lastly, the Wheeling Police Department prides itself with 21<sup>st</sup> century community-oriented policing. This has been done in several ways, including adding positions such as Victim Advocates and the soon-to-be Peer Recovery Support Specialist. The ability to reach victims and those suffering from substance abuse is key, however, those in the homeless community do not always have access to traditional means of communication. A UTV could be utilized to bring these resources to the homeless population by visiting homeless encampments to make contact with victims and perform outreach for those suffering with addiction in an effort to battle the drug epidemic in the city.

### **3. Rapid Deployment**

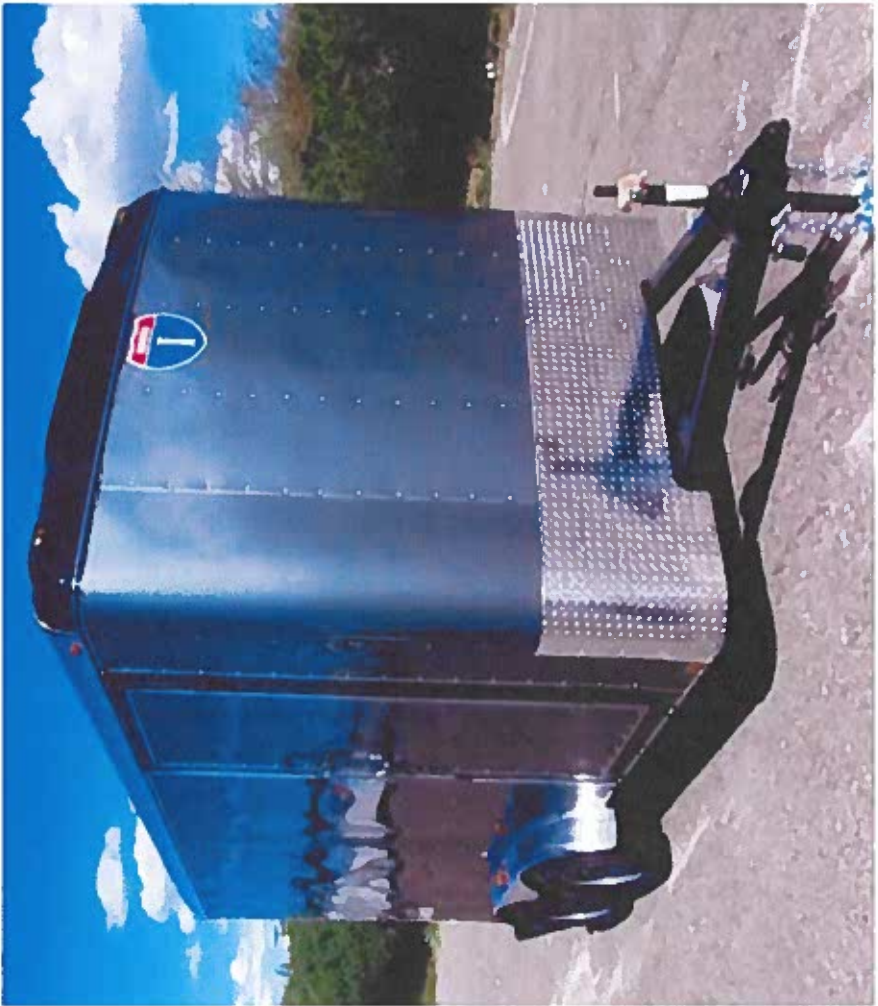
In addition to a Police Department UTV, a rapid deployment UTV located in a strategic area of the city and housed in an enclosed trailer ready for pickup attachment can allow Officers to quickly hook up the trailer and take the UTV to wherever it is need. The rapid deployment UTV could be transported throughout the City of Wheeling and neighboring communities relatively quickly, including for use in drug enforcement efforts.

## **CONCLUSION**

The addition of a UTV(s) to the Wheeling Police Department would greatly benefit the City of Wheeling and those who live in and visit the city. As crime continues to increase throughout the city, specifically drug-related offenses, the extra presence of Police Officers and increased patrol on the Heritage Trail network, including hard to reach areas plagued by illegal activity, could be hit head on opening the doors to battle an unofficial drug trail network and those that it impacts. This increase in patrol would help the Wheeling Police Department create a safer and more drug-free environment for those who live, work, and visit the City of Wheeling.

**Detective Brandon Hoehn**













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[www.polaris.com/gov](http://www.polaris.com/gov)

QUOTE

**Contact Information**

Name: Brandon Hoehn  
 Email: [bhoehn@wheelingwv.gov](mailto:bhoehn@wheelingwv.gov)  
 Phone: 3042343664  
 Fax:

Quote Number: QUO-54590-C5G7C5  
 Revision #: 0  
 Date: 2/2/2024 11:52 AM  
 Quote Expires: 3/3/2024

Bill To: Wheeling Police Dept  
 2115 Chaplin St  
 Wheeling, WV 26003

Contract Name: Polaris Direct  
 Contract #:  
 Expiration Date:

Ship To: Wheeling Police Dept  
 2115 Chaplin St  
 Wheeling, WV 26003

Cage: 3FP69  
 Duns#: 123399383  
 Tax ID#: 41-1921490  
 Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	240 Days	Prepay - Other	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
R24RSU99AJ	1	RANGER Crew XP 1000 NorthStar Premium - Azure Crystal Metallic - 49 State	\$30,799.00	\$29,028.83	\$29,028.83
5414966	1	Light Bar Wire Harness Roof Guide	\$49.99	\$42.81	\$42.81
2883230	1	Full-Size Single Dash Light Bar Wire Harness (for rear lights - Crew req extension)	\$99.99	\$85.63	\$85.63
2883978	1	Action - XP 1000's / Pro XD Standard Emergency Light Kit	\$5,399.99	\$4,624.68	\$4,624.68
2883980	1	Action - XP 1000's / Pro XD 30W Siren & PA System (works with Std or Dlx light package)	\$769.99	\$659.44	\$659.44
2889793	1	Pro Armor Single Row 40 in Combo Bar (7600 lumens)	\$429.99	\$368.25	\$368.25
2889241	1	Door Mounted Sideview Mirrors	\$179.99	\$154.15	\$154.15
2890583	1	Full-Size Front Hood Storage Rack	\$379.99	\$256.92	\$256.92



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 Phone: 866-468-7783 Fax: 763-847-8288  
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QUOTE

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	240 Days	Prepay - Other	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
2883966	1	Action - XP 1000's / Pro XD Custom Graphics for Fire or Law Enforcement	\$909.99	\$779.34	\$779.34
Black & White Body Panel Upgrade	1	Black & White Body Panel Upgrade		\$649.99	\$649.99

Comments:

<b>SUBTOTAL</b>	\$36,650.04
<b>INSTALL*</b>	\$352.50
<b>FREIGHT</b>	\$1,500.00
<b>TAX</b>	\$0.00
<b>TOTAL</b>	\$38,502.54

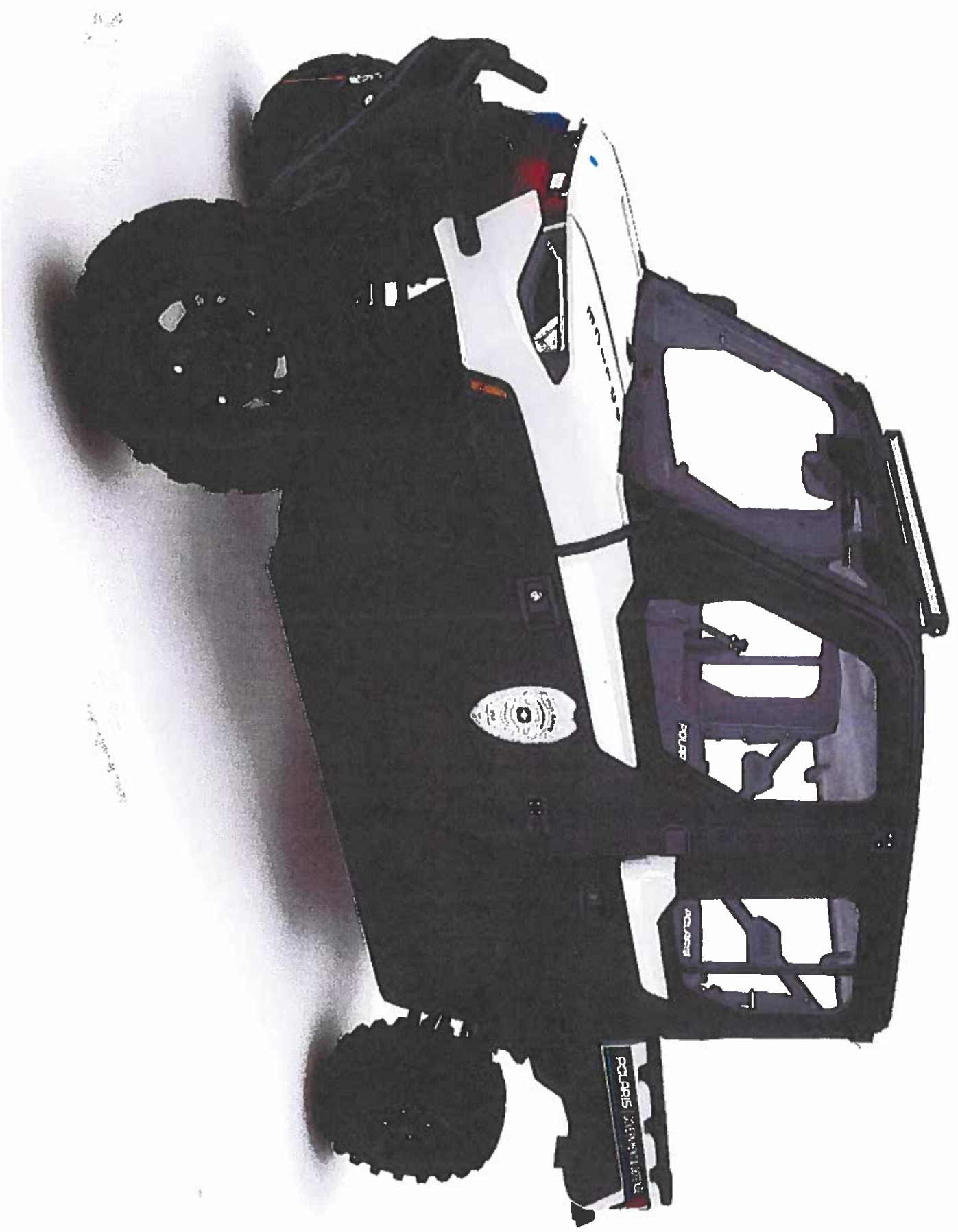
Vehicle model year and color are subject to change dependent upon delivery date.

Acceptance and Payment Information

To accept the above quotation, please provide a purchase order via email ([gov.info@polaris.com](mailto:gov.info@polaris.com)) and include the following:

- Bill to Address
- Billing Phone Number
- Ship to Address
- Point of Contact for Delivery
- Point of Contact E-Mail
- Point of Contact Phone
- Quote Number
- Alternate Point of Contact (Required)

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.



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Exterior View

Interior View

Photos

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## **Description Specifications**

### Trailer Details

Color:	Silver
Size:	7 X 14 Victory Cargo Trailer
Tires:	15" Radial
Ball / Plug Type:	2-5/16" / 7-Way
Vin#:	4RAVS1426RG010342

### **Features**

Clearance Lights:	LED
Tail Lights:	LED
Undercoating:	Undercoating

### **Dimensions**

Overall Length:	17' 10"
Overall Width:	8' 4"
Overall Height:	8' 9"
Interior Length:	14' 5"
Interior Width:	6' 6"
Interior Height:	7' 1"
Rear Door Height:	6' 6"
Rear Door Width:	6' 5"
Hitch Height:	

### **Axles and Brakes**

GVWR:	7000 lbs.
Empty Weight:	2099 lbs.
Suspension:	Spring Axle
Brakes:	Electric (2 Axles)

### **Construction**

Frame:	Tube
Frame Centers:	24"
Wall Centers:	16"
Flooring:	3/4" Plywood
Walls:	3/8" Plywood

### **Nationwide Warranty**

Overall:	(1) Year Limited. Includes free Certified Trailer Inspections at 12 and 24 months
Roof:	(1) Year Limited
Axles:	Lifetime on Welding Defects. 5 Years on Genuine Replacement Parts. 5 Years on Beam.
Tires:	See <u><a href="#">Tire &amp; Wheel Warranty</a></u>



## CIT Purchase Requisition Memo

The following will provide information about purchasing training materials to be used during Crisis Intervention Training.

### **Key Points:**

#### **The Program:**

Pat Deegan's Hearing Voices Simulation Toolkit for First Responders.

#### **Cost of Program**

\$499

#### **Additional Cost:**

Pre-loaded MP3 Players

\$340 per 10 pack of MP3 players

\$680 for 2 packs = 20 MP3 players

#### **Total Cost:**

\$839 (Full program plus 10 preloaded MP3 players)

\$1,179 (full program plus 20 preloaded MP3 players) **\*\*preferred\*\***

#### **Where to Purchase:**

Website: <https://www.patdeegan.com/hearing-voices>

#### **What is included:**

The Hearing Voices Simulation Tool kits contain everything to conduct the workshop

- Videos (intro, about hearing voices, and how to be helpful as first responders)
- Presenter's manual
- Group exercises and instructions
- Room setup diagrams
- Handouts
- Materials to help advertise the simulation
- MP3 file of the 45 minute voices simulation

#### **How it will help:**

This program will be used as part of the Crisis Intervention Team Trainings. It will also be incorporated as an additional resource to the Mental Health First Aid training. The Hearing Voices Simulation provides users with a first person experience of what it is like for those living with auditory hallucinations. This knowledge and experience will help first responders be more alert, more empathetic, and better equipped to serve those suffering from auditory hallucinations.

**Additional Info attached on the next page.**



According to the World Health Organization, "Schizophrenia affects approximately 24 million people or 1 in 300 people worldwide." With this number, it is inevitable that first responders will encounter persons suffering from schizophrenia. The Cleveland Clinic states, "approximately 75% of people with schizophrenia experience auditory hallucinations — usually hearing voices."

Although auditory hallucinations are mostly associated with schizophrenia, several other mental health conditions also cause people to hear voices such as:

- 20% to 50% of people with bipolar disorder.
- 40% of people with post-traumatic stress disorder (PTSD).
- 14% of people with an anxiety disorder.
- 10% of people with major depression."

Other causes of auditory hallucinations include:

- Alcohol and recreational drug use.
- Lack of sleep.
- Certain prescribed medications (as a side effect).
- Extreme stress or grief.

The National Library of Medicine states, "numerous reports exist of hallucinations attributed to opioids, which have been typically described as auditory, visual, or rarely tactile hallucinations. Hallucinations with fentanyl use have been reported to occur at a rate as high as 6% (5 of 82 patients) during its use in patient-controlled intravenous analgesia for postoperative acute pain management."

Psychiatric Services states, "Arrest rates are generally higher among individuals who have schizophrenia than in community samples of persons who do not have mental illness. People with schizophrenia may be more likely to be arrested because they behave oddly as a result of their illness."

With the information provided from the World Health Organization, the Cleveland Clinic, the National Library of Medicine, and the Psychiatric Services, it is imperative for first responders to have adequate training in recognizing the effects auditory hallucinations may have on those suffering.

As previously stated, auditory hallucinations can occur from a variety of mental health disorders such as schizophrenia, bi-polar, post traumatic stress disorder, anxiety, depression. It can also occur in alcohol or drug use, particularly with opioids including fentanyl. With the opioid epidemic currently affecting our state, it is likely first responders will encounter those having auditory hallucinations caused by the drug use.

By purchasing Pat Deegan's Hearing Voices Simulation Toolkit for First Responders along with two (2) additional packs of 10 MP3 Players (**total cost \$1,179**) with the preloaded audio, we will be able to provide first responders and other attendees a hands-on first person experience of auditory hallucinations. This experience will help those responding to calls regarding people hearing voices have a better understanding of what that person is experiencing. This will lead first responders to better deescalation strategies if the person does not respond to typical commands from officers which will lead to a safer outcome for all parties involved.

## References

Cleveland Clinic:

<https://my.clevelandclinic.org/health/symptoms/23233-auditory-hallucinations>

National Library of Medicine

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6482381/#:~:text=Numerous%20reports%20exist%20of%20hallucinations,visual%2C%20or%20rarely%20tactile%20hallucinations.&text=The%20majority%20of%20the%20literature,life%20care%20and%20cancer%20pain.>

Psychiatric Services Online

[https://ps.psychiatryonline.org/doi/10.1176/appi.ps.52.10.1358#:~:text=People%20with%20schizophrenia%20may%20be,predict%20of%20future%20arrest%20of\(18\).](https://ps.psychiatryonline.org/doi/10.1176/appi.ps.52.10.1358#:~:text=People%20with%20schizophrenia%20may%20be,predict%20of%20future%20arrest%20of(18).)

World Health Organization:

<https://www.who.int/news-room/fact-sheets/detail/schizophrenia#:~:text=Schizophrenia%20affects%20approximately%2024%20million,as%20many%20other%20mental%20disorders.>

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## Chelsea E. Brown

---

**From:** Rosemary Humway-Warmuth  
**Sent:** Thursday, April 11, 2024 9:44 AM  
**To:** Chelsea E. Brown  
**Subject:** FW: Advanced Covert Technology: Quad IP Camera Drop Kit  
**Attachments:** Advanced Covert Technology Camera.pdf

---

**From:** Shawn Schwertfeger <[schwerts@wheelingwv.gov](mailto:schwerts@wheelingwv.gov)>  
**Sent:** Thursday, April 11, 2024 9:33 AM  
**To:** Rosemary Humway-Warmuth <[rhwarmuth@wheelingwv.gov](mailto:rhwarmuth@wheelingwv.gov)>  
**Subject:** FW: Advanced Covert Technology: Quad IP Camera Drop Kit

---

**From:** Erick Burke <[eburke@wheelingwv.gov](mailto:eburke@wheelingwv.gov)>  
**Sent:** Thursday, April 11, 2024 9:19 AM  
**To:** Shawn Schwertfeger <[schwerts@wheelingwv.gov](mailto:schwerts@wheelingwv.gov)>  
**Subject:** FW: Advanced Covert Technology: Quad IP Camera Drop Kit

Sent via the Samsung Galaxy S21 Ultra 5G, an AT&T 5G smartphone

----- Original message -----

**From:** Erick Burke <[eburke@wheelingwv.gov](mailto:eburke@wheelingwv.gov)>  
**Date:** 3/5/24 13:04 (GMT-05:00)  
**To:** Ken Prager <[kprager@wheelingwv.gov](mailto:kprager@wheelingwv.gov)>  
**Subject:** Advanced Covert Technology: Quad IP Camera Drop Kit

Sir,

Attached to this email is the invoice to the Advanced Covert Technology Quad IP Camera Drop Kit and 2 Diehard Marine Battery's to power the device/camera. This invoice covers everything shown under the attached page on the surveillance equipment catalog.

I spoke to Ryan Mitchell with Advanced Covert Technology, and the only other thing we would need is to add another cellular line with SIM Card to be installed into the device.

As we previously spoke about, we would be looking to utilize this camera system in a "drop car" in areas we have active drug investigations, areas where we are receiving drug complaints, or problem areas in general. The system will be installed in the trunk area of the vehicle, and the cameras will be covertly set up inside the vehicle to record target areas outside of the vehicle. The vehicle will then be left in the target area, and the device will record without investigators being present at that location. Additionally,



# Advanced Covert Technology, Inc.

Specialists in Audio and Video Surveillance Equipment



Office: (706) 496-8275

Email: [info@act-sales.com](mailto:info@act-sales.com)

Web Site: [advancedcovert.com](http://advancedcovert.com)

## Quad IP Camera Drop Kit



18.5" x 14.06" x 6.93"

- Just Add External Power and IP PTZ Cameras
- Use and Record from 1 to 4 Cameras Simultaneously
- IP/WAN/LAN Connectivity
- Supports Analog and IP Cameras
- H.264 & MPEG-2 Compression
- Event Based Recording
- Power Over Ethernet (POE) for IP Cameras
- Command and Control Center
- Motion Detection Alarm, Snapshot, and Text Notification
- 7" Flat Screen and 1TB Removeable Storage
- Cell Service Required for Cellular IP

ACT QIP ..... \$ 8,995.00

ACT QIPDK ..... \$ 12,785.00

(ACT QIP, ACT TP-BBC, ACT VB-M46, & ACT VCMK) (ACT G31B Not Included)

## Canon Cameras



**VB-M46**

ACT M46 ..... \$ 2,200.00



**VB-H47**

ACT H47 ..... \$ 3,050.00



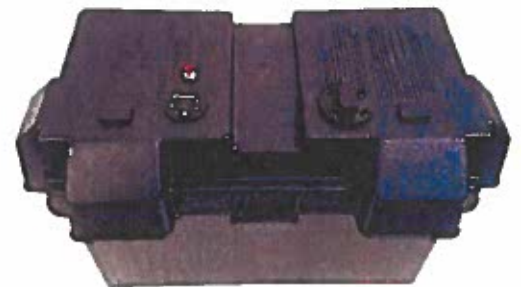
**VB-M50**

ACT M50 ..... \$ 3,575.00

## Tiger Pride Battery Box and Charger

Group 31 Size Battery Box Prewired to Include:

- SAE Socket for Battery Charger and Power Outlet
- On Demand volts/amp Meter for Instant Viewing
- 15 amp Internal Fuse
- Battery Ring Terminals for Easy Battery Hookup
- 3 Stage Battery Charger/Maintainer also SAE
- Prewired for Quick Connection to Battery and Battery Box
- Power Output Cable Included
- Use One or Two to Power Quad IP Camera Drop Kit



ACT TP-BBC ..... \$ 495.00 (Battery Not Included)

ACT G31B (Group 31 Battery) ..... \$ 475.00 (Additional \$300 for Shipping)



**Advanced Covert Technology**  
 P.O. Box 3234  
 Evans, GA 30809  
 (706) 496-8275  
 info@act-sales.com  
 Visit us at www.act-sales.com

**Quote 240254**

**ADDRESS**

Wheeling Police Department  
 ATTN: ACCTS PAYABLE  
 1500 Chapline St  
 Wheeling, WV 26003

**SHIP TO**

Wheeling Police Department  
 Wheeling Police Department  
 ATTN: Eric Burke  
 1500 Chapline St  
 Wheeling, WV 26003

<b>DATE</b> 03/05/2024	<b>TOTAL</b> \$14,882.00	<b>EXPIRATION DATE</b> 05/31/2024
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**SALES REP**

Hayden Cormier

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>ACT QIPDK</b> Quad IP Camera Drop Kit - Includes ACT QIP, ACT TP-BBC, VB-M46, and ACT VCMK (Group 31B Not Included)	1	12,785.00	12,785.00
	<b>Tiger Cam:ACT VC-NVR</b> View Commander Software and Dongle Hardware - Management software: controls and records your video from the Tiger Cam	1	700.00	700.00
	<b>MISC</b> Axis P1265 modular network camera	3	399.00	1,197.00
	<b>SUBTOTAL</b>			14,682.00
	<b>SHIPPING</b>			200.00
	<b>TOTAL</b>			<b>\$14,882.00</b>

THANK YOU.

Accepted By

Accepted Date

### Secure Checkout

#### 1 Contact Information

Sign In

Already have an account?

Email Address

Enter Email Address

Billing Phone Number

Enter Phone Number

Use this information to create an account for faster checkout

Continue

2 ITEMS IN YOUR CART

Edit Cart



STORE PICKUP - FREE  
2 Items Total

PICKUP AT 916 NATIONAL RD, BRIDGEPORT



DieHard Marine Gold Battery  
3-1/2 Group Size, 575 CCA, 840 CA  
2-0 Minute Reserve Capacity  
Deep Cycle  
Qty: 2  
Pickup - Ready in 30 mins  
Refundable Core

\$269.98  
\$44.00

#### ORDER SUMMARY

Refundable Core Charges  \$44.00  
Items Subtotal \$313.98  
Tax \$22.76  
ORDER TOTAL \$336.74

PLACE ORDER

NEED HELP?





Wheeling Police Department  
2115 Chapline Street  
Wheeling, WV 26003  
Phone: (304) 234-3664  
Fax: (304) 234-3624  
[wheelingwv.gov/police](http://wheelingwv.gov/police)

---

## MEMORANDUM

**TO : Chief Schwertfeger**

**FROM : Maj. Ken Prager**

**DATE : March 5<sup>th</sup>, 2024**

**RE : Request for Department Purchases using the Opioid Settlement Funds**

---

Chief Schwertfeger,

I spoke with Detective Cpl. Erick Burke regarding opioid settlement funds, and inquired if there were any beneficial tools the Ohio Valley Drug Task Force could benefit from if approved for purchase.

I have attached a couple of requests from Cpl. Burke. The first is for an Advanced Covert Technology Quad IP Camera Drop Kit, along with 2 Die Hard marine batteries to power the device/camera. The investigator would put a camera into a drop car. This could be placed in areas where we are receiving drug complaints, or are currently working active drug investigations. This will allow for surveillance without an officer needing to be present, and can be observed through live feed by means of the committed cellular service, either through a mobile device or computer. When attached to a marine batter, it will allow for approx. 56 straight hours of run time. Cpl. Burke has requested two, to allow for one to be on charge while the other is in use.

The total quote for the camera set is **\$14,882**, and for the Die-Hard marine batteries **\$336.74**. The other additional cost would be for a cellular line with a SIM card to be installed into the device. Sgt. Howell

advised me the current discounted cost to the police department is \$36.99 per month through First Net (AT&T), which would total **\$443.88** annually.

The second request is to cover the annual licensing fee for the XRY Machine that the Ohio Valley Drug Task Force utilizes for extracting cellular phone data after obtaining a search warrant. This is a frequently utilized machine which has been very beneficial in Overdose, Overdose Death, and Delivery of Controlled Substance investigations, just to name a few. The invoice for the annual fee lists a cost of **\$2,995**.

Sgt. Hupp also proposed the purchase of a TruNarc handheld narcotics analyzer, which would be used for the purpose of field-based presumptive testing of suspected narcotics. This would allow for fast and accurate drug identification. This unit conducts non-contact sampling, which can scan for the presence of the drugs through plastic or glass, which minimizes contamination, and reduces exposure to preserve evidence. The device automatically generates a tamper-proof report, with test location, time, result, and operator, for full inclusion in the investigative file.

This would not only be safer for the officers conducting the testing, but would eliminate the need to purchase a multitude of one time use presumptive drug testing kits. This has an overall cost of **\$33,133.00**, but over time would save money. This cost includes on-site instructor training for up to 12 officers, who in turn can instruct the entire department through their respective shifts. The invoice and supporting documents are attached.

Respectfully,

Maj. Ken Prager

## TruNarc handheld narcotics analyzer

Field-based, presumptive testing of suspected narcotics, precursors and cutting agents.

### Rapid narcotics ID

The Thermo Scientific™ TruNarc™ analyzer is a handheld Raman system for rapid identification of suspected narcotics without direct contact for most samples. A single test for multiple controlled substances provides law enforcement with clear, definitive results for presumptive identification.

Lightweight and easy to use, the TruNarc device delivers fast and accurate narcotics analysis anywhere it's needed.

TruNarc easily identifies narcotics, stimulants, depressants, hallucinogens and analgesics using lab-proven Raman spectroscopy. The instrument is able to analyze key drugs of abuse as well as common cutting agents and precursors. To ensure that law enforcement personnel stay ahead of the curve, TruNarc identifies such emerging threats as carfentanil and numerous fentanyl analogs and precursors.



### Key benefits

**Fast, accurate identification** — Get test results in seconds, based on lab-proven Raman spectroscopy.

**Easy to use** — Achieve proficiency with an intuitive menu-driven interface that enables fast training.

**Single test, multiple narcotics** — Conduct a single, presumptive analysis to determine if a narcotic is present, saving time and money.

**Non-contact sampling** — Scan directly through plastic or glass to minimize contamination, reduce exposure and preserve evidence.

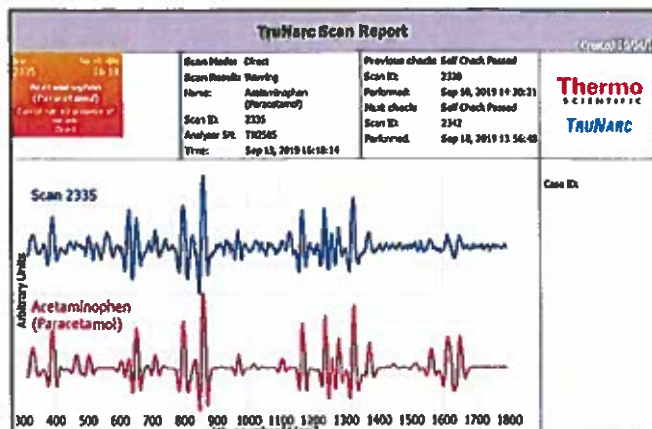
**Automated, tamper-proof records** — Capture all scan results, including time-and-date stamp and system self-check to help expedite prosecution.

Once a substance is analyzed, full results are automatically stored for reporting and evidence. Rapid results combined with automated reports can streamline the path to prosecution, reducing administrative burden and dramatically impacting the time and expense of drug-related arrests.



## The power of the lab in the palm of your hand

With the TruNarc instrument, the accuracy and reliability of a narcotics lab are available anywhere you go. Raman is the same underlying technology as that in the Thermo Scientific™ FirstDefender™ product line, which is in active use globally by military personnel, hazmat teams, bomb squads, and other first responders tasked with unknown chemical identification. The TruNarc analyzer is designed for presumptive testing of narcotics.



### Specifications

Weight	1.25 lb (.570 kg)
Size	6.4 x 4.1 x 2.0 in. (16.26 x 10.41 x 5.10 cm)
Library	Controlled substances, cutting agents and precursors
Configurations	Unlimited or Pay-Per-Scan
Data export formats	CSV, SPC, PDF, SCZ
Battery	Rechargeable internal 3.7V battery pack (10 hrs.); DC wall adapter, 5V DC, 1.5A; optional car charger
Operating temperature	14° F to 122° F (-10° C to +50° C)
Language configurations	English, Arabic, Chinese, Czech, Dutch, French, Japanese, Polish, Russian, Spanish
Computer administration	TruNarc Admin software connected via microUSB to USB
Reachback support	Spectral analysis by staff chemists available
Validation	Third party test results available on request

In the Americas:  
1-978-670-7460

In Europe, Middle East, Africa:  
49-89-3681-380

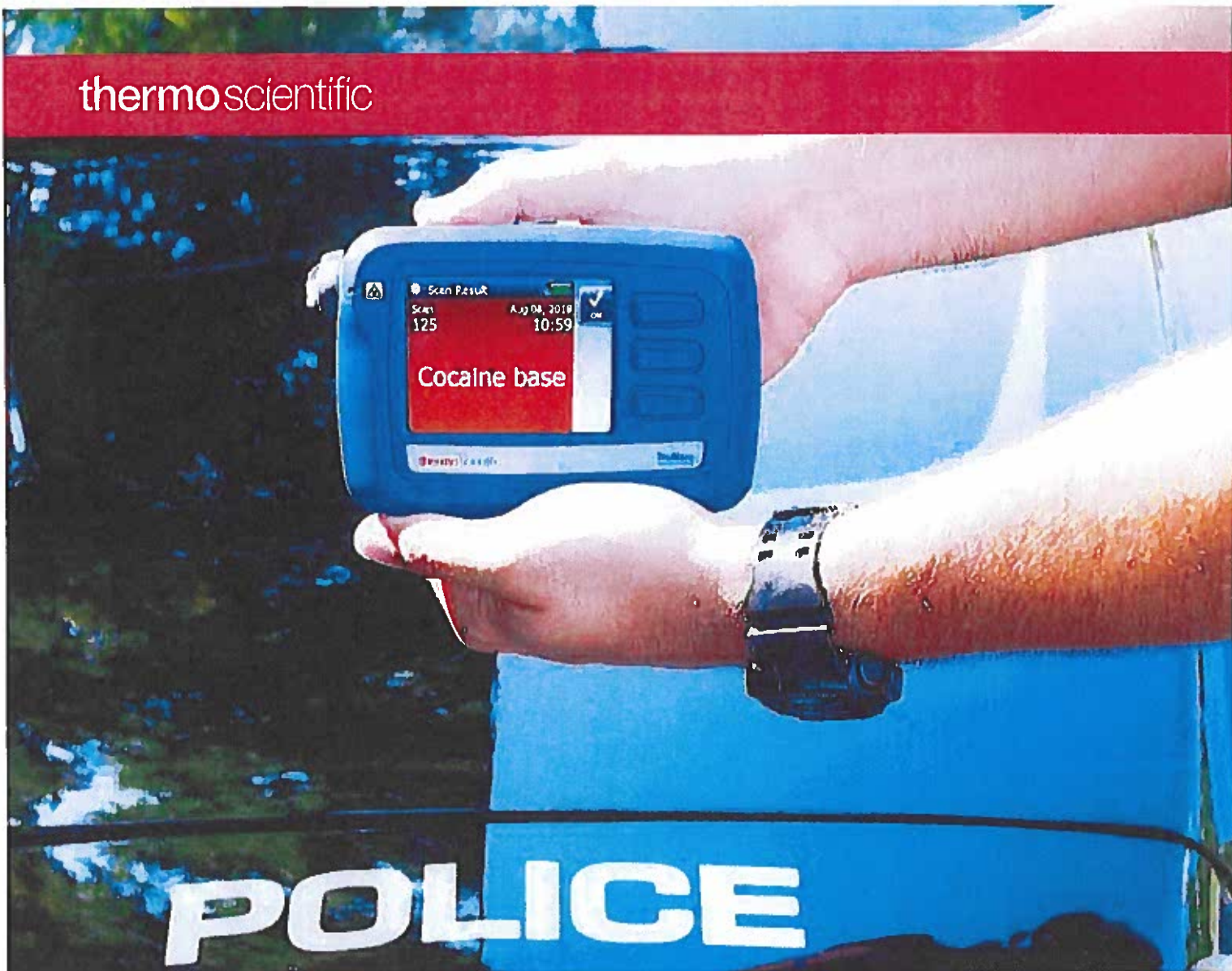
In Asia Pacific:  
852-2869-6669

Find out more at [thermofisher.com/trunarc](https://thermofisher.com/trunarc)  
Email: [sales.chemid@thermofisher.com](mailto:sales.chemid@thermofisher.com)

**ThermoFisher**  
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thermo scientific



## Thermo Scientific TruNarc Handheld Narcotics Analyzer

Field-based presumptive narcotics, precursor and cutting agent testing



**ThermoFisher**  
SCIENTIFIC

# The TruNarc Handheld Narcotics Analyzer

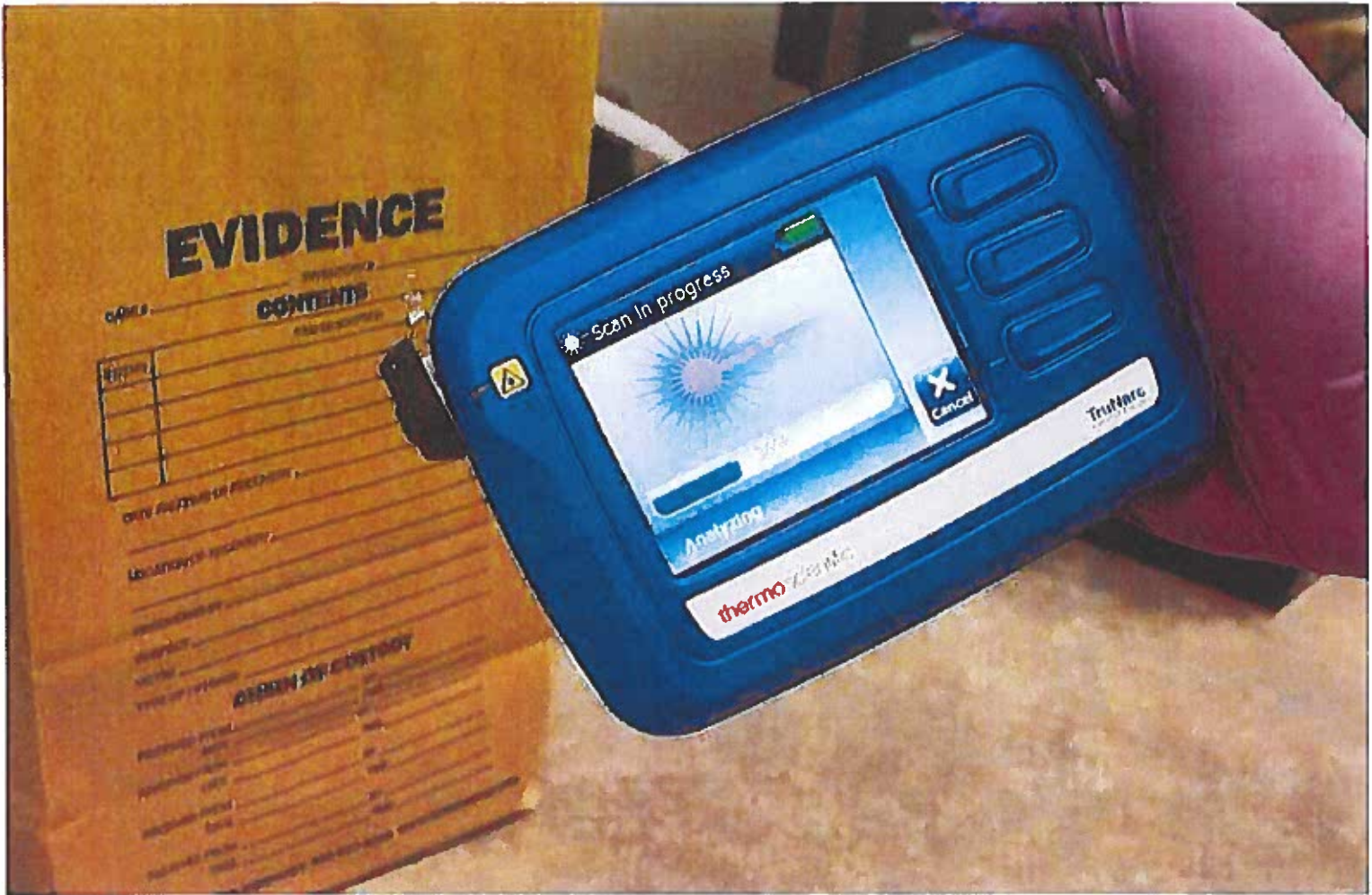
- Tests for almost 500, including narcotics, stimulants, depressants, hallucinogens and analgesics
- Library regularly updated to include emerging drug threats
- Requires no direct contact with most substances
- Delivers clear, real-time results for presumptive evidence
- Provides automated, tamper-proof records with scan results, including time-and-date stamps to help expedite prosecution

limits direct contact



Helping law enforcement





## TruNarc: Efficient, Economical, Safe

Agencies across the United States who deploy TruNarc are seeing immediate benefits:

- Even little known substances can be identified almost instantly in the field
- The need for Law Enforcement Officers to handle potentially lethal narcotics is greatly reduced
- Valuable lab time is freed up for higher priority cases
- Reduced demand for lab testing delivers significant cost savings

benefits

stay ahead of the curve: safe, precise

# TruNarc Success Stories

quickly identified fentanyl!

## Quincy PD, Massachusetts: Little-known Drugs Identified Quickly

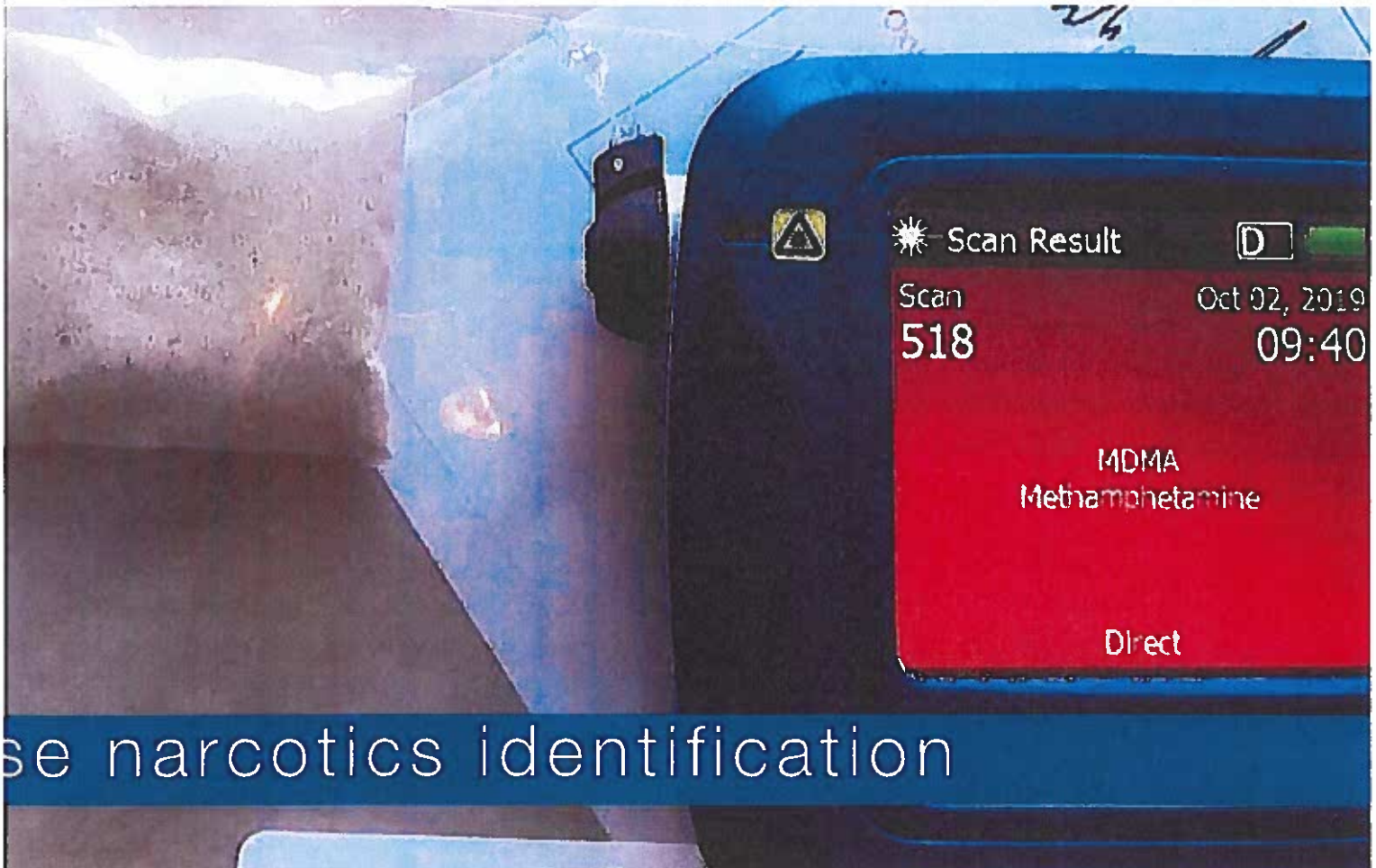
- TruNarc immediately identified an unknown sample as Alpha-PVP ("Flakka") a synthetic cathinone
- Official state-wide alert about new drug issued next day

## Etowah County, Alabama: Reduced Court Wait Times

- *"We're definitely seeing a benefit because of TruNarc. We're able to take cases to the grand jury where before we didn't have a toxicology report. Now, a defendant doesn't have to wait for his day in court. It's been a godsend."*  
– Etowah County

## Charles County, Maryland: Improved Protection for Law Enforcement Officers

- Using TruNarc, officers quickly identified fentanyl (a potent opioid absorbed by touch, potentially causing overdose or death) in heroin seizure.
- *"The safety of our officers is one of our top priorities, and this technology will allow us to safely identify controlled dangerous substances quickly and accurately without having to wait on lab results."*  
– Charles County



se narcotics identification





## TruNarc Helps Keep Officers Safe

The use of illicit narcotics and opioids continues to skyrocket. Emerging lethal drugs like fentanyl and carfentanil threaten public safety.

To save lives and protect law enforcement officers, banned substances need to be identified quickly, safely and accurately.

The Thermo Scientific™ TruNarc™ Analyzer rapidly identifies drugs and can reduce the backlog of cases at crime labs while decreasing costs. This leads to quicker case resolution and helps drug offenders access treatment faster.

saves time and money





***TruNarc: A more accurate and reliable presumptive test***

Specifications	Description
Weight	1.25 lb (.570 kg)
Size	6.4 x 4.1 x 2.0 in. (16.26 x 10.41 x 5.10 cm)
Library	Controlled substances, cutting agents and precursors
Configurations	Unlimited or Pay-Per-Scan
Data export formats	CSV, SPC, PDF, SCZ
Battery	Rechargeable internal 3.7V battery pack (10 hrs.); DC wall adapter, 5V DC, 1.5A; optional car charger
Operating temperature	14° F to 122° F (-10° C to +50° C)
Language configurations	English, Arabic, Chinese, Czech, Dutch, French, Japanese, Polish, Russian, Spanish
Computer administration	TruNarc Admin software connected via microUSB to USB
Reachback support	Spectral analysis by staff chemists available
Validation	Third party test results available on request

To learn more about the TruNarc or schedule a demo, please visit us on line at: [thermofisher.com/trunarc](http://thermofisher.com/trunarc)



# 10 REASONS Handheld Raman for Narcotics ID Strengthens Law Enforcement

A well-established technique for identifying chemicals, Raman spectroscopy has been used in forensic laboratory analysis for decades. It is widely accepted by the scientific community and has a proven track record in the United States court system.



1

## Point and Shoot Simplicity

A handheld Raman analyzer can ID hundreds of narcotics, precursors or cutting agents in seconds—right at the scene. With high specificity, the analyzer is non-destructive, non-contact and easy to use.



2

## Court-admissible Results

Handheld Raman analysis is allowed in early court proceedings. Law enforcement gains probable cause and the ability to charge suspects while rapidly moving cases through the system.



3

## Faster Turnaround

With backlogs at the crime lab, the time between arrest and early court proceedings can reach one year in some cases. With admission of handheld Raman analysis, cases can be prepared for court in a matter of weeks.



4

## Complete Police Reports

A handheld analyzer automatically generates a tamper-proof report, with test location, time, result and operator, for inclusion in the investigative file delivered to the prosecuting attorney's office.



5

## Reduced Backlogs at the Crime Lab

In jurisdictions that permit handheld Raman analysis, crime labs may enjoy more efficient operation because each field test becomes a screening test, preventing backlogs.



6

## Lower Costs

Given the cost per sample at the crime lab, drug testing can run tens of thousands of dollars per month. By deploying a handheld Raman analyzer, law enforcement can realize substantial savings over the life of the instrument.



7

## Early Warning Sign

Handheld Raman analysis helps discover novel synthetic compounds. When these new substances are understood at the lab level, the information is quickly passed back to the analyzer for positive field ID.



8

## Fast Library Updates

As new drug threats emerge, new substances can be added to an analyzer's "fingerprint" library quickly. These updates are made available frequently and are typically free of charge.



9

## Beyond Wet Chemistry Kits

Wet chemistry kits require multiple steps with user interpretation. Some drugs require multiple chem kits to make the correct call. Handheld Raman provides a more accurate and reliable test, and is a total solution.



10

## Leadership and Innovation

Handheld Raman technology helps law enforcement respond to the rising demands on police services. The analyzer improves testing accuracy, speeds prosecution and protects the community—all while reducing costs.

# Type H kit for TruNarc

## Solution kit enhances real-world ability of field-based analyzer

### Key Words

Narcotics, fentanyl, heroin, Raman spectroscopy, fluorescence, field testing

### Introduction

Many common controlled substances are easily identified with the Thermo Scientific™ TruNarc™ analyzer, using point-and-shoot analysis. Some substances, however, exhibit fluorescence or are present in very low concentrations. These target samples can present a challenge for Raman spectroscopy, requiring an additional step to ensure successful analysis.

Many of the most common controlled substances, such as cocaine and methamphetamine, are highly amenable to Raman spectroscopy and present few analysis challenges. The TruNarc analyzer has been successfully deployed for presumptive analysis of these and other suspected narcotics worldwide.

However, a phenomenon known as fluorescence can mask the Raman spectrometry signal of some narcotics, much like glare from sunlight can mask the subject in a photo from a camera. Fluorescence can hinder data collection of some narcotics, such as street heroin.



In addition, the target chemical in suspected narcotics may not be present in high enough concentration for conventional Raman spectroscopy to identify it. For instance, the active components in some prescription drugs are in a very low concentration, making identification a challenge.

To overcome these challenges – yet maximize the benefits of a handheld Raman analyzer – we have developed a Solution Kit (Type H) that enhances the Raman signal of the target substance while decreasing any nuisance fluorescence.



Figure 1. A selection of "Alarm" screens when using the Type H kit



### Recommendations for Type H kit use

Initially, TruNarc users should scan a sample using point-and-shoot mode. If this approach leads to an "Inconclusive" or "Clear" result and a specific narcotic is believed to be present, the operator should apply the Type H kit. The kit could be used to help identify these items:

- 2C (Phenethylamines – 2C-B, 2C-E, 2C-I)
- Cocaine
- Fentanyl Compounds<sup>++</sup>
- Heroin
- Methamphetamine<sup>^</sup>

- NBOMe (25B-NBOMe, 25C-NBOMe, 25I-NBOMe)
- Synthetic cannabinoids (sprayed onto leaf materials)
- Tablets, including:
  - Alprazolam
  - Buprenorphine<sup>\*\*</sup>
  - Clonazepam<sup>\*</sup>
  - Diazepam
  - Hydromorphone<sup>\*</sup>
  - Lorazepam<sup>\*</sup>
  - MDMA<sup>\*</sup>
  - Oxycodone<sup>\*</sup>
  - Oxymorphone<sup>\*</sup>

# Both tablets and strips are identifiable using the Type H Kit.

\* Some low dose pills require a Type H Kit for identification.

^ Combined results: will show "Fentanyl Compound or Methamphetamine"

+ Fentanyl Compound includes fentanyl and fentanyl analogs.

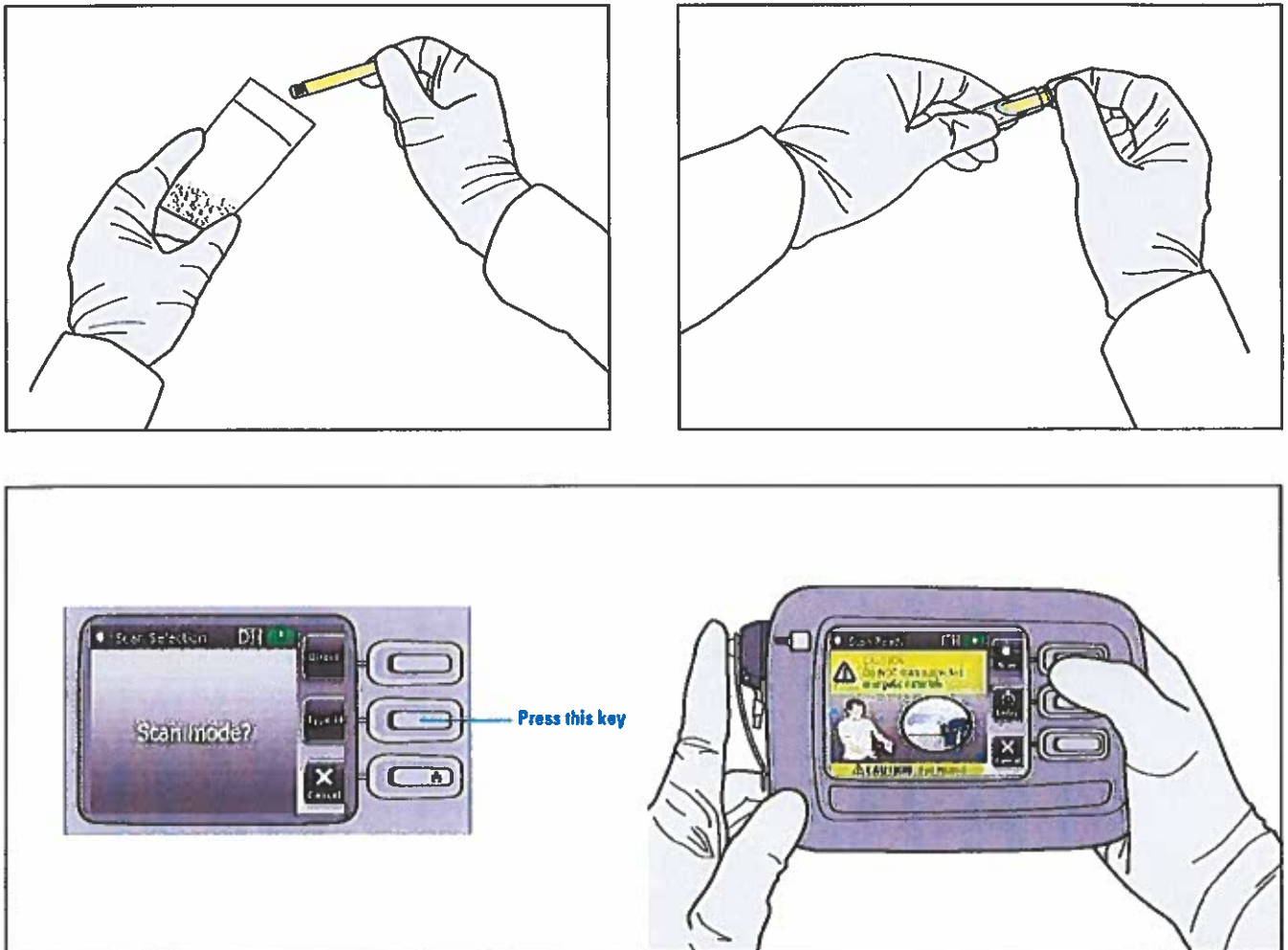
### How to use the Type H kit

The Type H test kit is made up of two components: a test stick and a test vial. The vial contains 1ml of ethanol that is used to dissolve a small amount of the sample. The test stick is used first to scoop the material from the sample or a piece of tablet and transfer it to the vial.

The stick contains a metal substrate at the base of the scoop. After the chemical(s) are dissolved in the ethanol, the test stick is submerged into the vial, coating the metal substrate with the solution. The test stick is then removed, allowed to dry, positioned against the TruNarc analyzer, and scanned. See Figure 2

This method has been shown to increase the spectrum strength and reduce the amount of fluorescence for certain samples.

Figure 2. Process for analysis using a TruNarc Type H kit



### Science behind the Type H kit

The roughened metal surface on the Type H test stick has two primary attributes. First, the surface quenches the fluorescence, the phenomenon that may prevent analysis of the bulk material. Second, the surface enhances the Raman signal of the molecules adsorbed onto the surface of the roughened metal, which allows analysis of very small amounts of material.

When the TruNarc analyzer is used to measure the Type H stick, the laser light is focused onto the metal surface. As with point-and-shoot analysis, the spectrometer measures the unique spectral fingerprint of the molecules, and then compares the data collected with the on-board TruNarc library.

It should be noted that the spectra obtained on the test stick are different from those of a conventional Raman spectrum. To enable these new applications using the Type H Kit, Thermo Fisher Scientific scientists create a library item for each unique chemical using certified laboratory standards.

### Summary

The Type H test kit further enhances the real-world utility of the TruNarc analyzer, enabling users to screen for specific narcotics that are fluorescent and/or at low concentration. A key enhancement is the ability to use the TruNarc analyzer to screen for such emerging synthetic opioids as fentanyl, fentanyl analogs, heroin and methamphetamine. Several low dose tablets are also identifiable using the Type H test kit in conjunction with the TruNarc analyzer for presumptive narcotics identification.



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In the Americas  
1-978-670-7460

In Europe, Middle East, Africa  
49-89-3681-380

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Email [sales.chemid@thermofisher.com](mailto:sales.chemid@thermofisher.com)

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# TruNarc v1.10 substance library: Display names

## Alarm



1	1,4-Dibenzylpiperazine (DBZP)	140	Benzylfentanyl	216	Isotadesnilazene	285	N-Pyrrolidino etonitazene
2	1-Naphthyl-U-47700	141	bk-2C-B	217	Isotonitazene	286	NRG-3 (cathinone)
3	2',5'-Dimethylfentanyl	142	Bromadol	218	JWH-015 (cannabinoid)	287	Ocetanil
4	25B-NBOMe	143	Bromo-dragonFLY (phenethylamine)	219	JWH-018 (cannabinoid)	288	ortho-Fluorofentanyl
5	25C-NBOMe	144	Brophine	220	JWH-019 (cannabinoid)	289	ortho-1-Methyl acetyl fentanyl
6	25D-NBOMe	145	Buphedrone (cathinone)	221	JWH-020 (cannabinoid)	290	ortho-1-Methyl furanyl fentanyl
7	25E-NBOMe	146	Buprenorphine	222	JWH-073 (cannabinoid)	291	Oxazepam
8	25I-NBOMe	147	Butabital	223	JWH-081 (cannabinoid)	292	Oxycodone
9	25N-NBOMe	148	Butonitazene	224	JWH-122 (cannabinoid)	293	Oxycodone
10	25P-NBOMe	149	Butyone (cathinone)	225	JWH-192 (cannabinoid)	294	para-Chloro furanyl fentanyl
11	25T4-NBOMe	150	Butylfentanyl	226	JWH-200 (cannabinoid)	295	para-Chlorofentanyl
12	25T7-NBOMe	151	BZF	227	JWH-203 (cannabinoid)	296	para-Chlorobutylfentanyl
13	2-AI (Amiondian)	152	Carfentanil	228	JWH-210 (cannabinoid)	297	para-Fluoro cyclopropyl fentanyl
14	2C-B (phenethylamine)	153	Carisoprodol	229	JWH-250 (cannabinoid)	298	para-Fluoro furanyl fentanyl
15	2C-C (phenethylamine)	154	Cathinone	230	JWH-412 (cannabinoid)	299	para-Fluoro methoxyacetyl fentanyl
16	2C-D (phenethylamine)	155	CB-13	231	Ketamine	300	para-Fluorobutylfentanyl
17	2C-E (phenethylamine)	156	Clenazepam	232	Levorphanol	301	para-Fluorofentanyl
18	2C-H (phenethylamine)	157	Clenazepam	233	Lisdexamfetamine	302	para-Fluorobutylfentanyl (FBF)
19	2-Chloromethylcatinone (2-ClAC)	158	Cocaine	234	MAA-CHR211ACIA (cannabinoid)	303	para-Methoxy butylfentanyl
20	2C-I (phenethylamine)	159	Cocaine base	235	MAA-2201 (cannabinoid)	304	para-Methoxyacetyl fentanyl
21	2C-N (phenethylamine)	160	Cocaine HCl	236	mCPP	305	para-Methoxyfentanyl
22	2C-P (phenethylamine)	161	Cocaine	237	MDA	306	para-methyl AP-237
23	2C-T-2 (phenethylamine)	162	CP-47497 (cannabinoid)	238	MDA	307	para-Methyl furanyl fentanyl
24	2C-T-7 (phenethylamine)	163	Crotonyl fentanyl	239	MDMA	308	PB-22 (cannabinoid)
25	2-Ethylmethcathinone (2-EMC)	164	QUINYL-THPINACA (cannabinoid)	240	MDMA	309	PCP
26	2-Fluoromethamphetamine	165	Cyclohexamine	241	MDJAB-CHINICA (cannabinoid)	310	Penlidone (cathinone)
27	2-MAAPB	166	Cyclobutyl fentanyl	242	MDJAB-FUBINACA (cannabinoid)	311	Penitane (cathinone)
28	2-Methyl AP-237	167	Cyclohexyl fentanyl	243	MDPBP (cathinone)	312	Phenazepam
29	2-Methylmethcathinone (2-MMC)	168	Cyclopentyl fentanyl	244	MDPHP (cathinone)	313	Phentemine
30	3,4-Dichloromethylphenidate	169	Cyclopropyl fentanyl	245	MDPPP (cathinone)	314	Phenylfentanyl
31	3,4-Dimethylmethcathinone	170	Deschloroketamine	246	MDPPV (cathinone)	315	PMA
32	3-Bromoamphetamine	171	Desomorphine	247	Mephedrone (cathinone)	316	PMEA
33	3-Bromomethcathinone (3-BMC)	172	Dextromethorphan (DXM)	248	Mephramine (MPTA)	317	PMMA
34	3-Chloromethcathinone (3-CEC)	173	Diazepam	249	Mescaline-NBOMe	318	Prazadone
35	3-Chloroethcathinone (3-ClAC)	174	Dibutylone (bk-DABDB) (cathinone)	250	meta-Fluoro methoxyacetyl fentanyl	319	Protonitazene
36	3-Ethylmethcathinone (3-EMC)	175	Diclazepam	251	meta-Fluorofentanyl	320	PX-1 (cannabinoid)
37	3-Fluoroamphetamine	176	Dihydrocathinone	252	Methadone	321	PX-2 (cannabinoid)
38	3-Fluoromethcathinone (3-FMC)	177	Dimethylaminorex (DMAR)	253	Methamphetamine	322	RCS-4 (cannabinoid)
39	3-Fluorophenmetazone	178	Dimethylcathinone	254	Methaqualone	323	RCS-8 (cannabinoid)
40	3-MeO-PCP	179	Dimethylmethcathinone	255	Methcathinone	324	Remifentanyl
41	3-Methylmethcathinone	180	Dimethylone (bk-MDDMA) (cathinone)	256	Methedrone (cathinone)	325	SDB-005 (cannabinoid)
42	3-Methylmethcathinone (3-MMC)	181	Dimethyltryptamine (DMT)	257	Methonitamine (MXE)	326	0'-Phenyl fentanyl
43	4-APDB	182	Diphenidine	258	Methoxyfenidone (MOP)	327	STS-135
44	4-Bromoethcathinone (4-BEC)	183	Diphenylpropanol (D2PA)	259	Methoxyacetyl fentanyl	328	Sufentanil
45	4-Bromomethcathinone (4-BMC)	184	EADB-FUBINACA (cannabinoid)	260	Methylone (cathinone)	329	t-BOC MDMA
46	4-Chloro 2,5-DMA	185	EAM-2201 (cannabinoid)	261	Methylphenidate	330	t-BOC Methamphetamine
47	4-Chloroamphetamine	186	EB-F-BINACA (cannabinoid)	262	Metodesnilazene	331	Temazepam
48	4-Chloromethcathinone (4-CEC)	187	Ethcathinone	263	Metonitazene	332	Tetrahydrofuran fentanyl
49	4-Chloromethcathinone (4-ClAC)	188	Ethylone (cathinone)	264	Mexedrone (cathinone)	333	TFMPP
50	4-Chloro-11-isopropylcathinone	189	Ethylphenidate	265	MAA2201 (cannabinoid)	334	Thiopropazepam
51	4-Chloropentadone (cathinone)	190	Etizolam	266	MAA-CHINICA (cannabinoid)	335	THJ-018 (cannabinoid)
52	4-Cyano QUINYL-BUTYACA (cannabinoid)	191	Eutylone (cathinone)	267	MAN-18 (cannabinoid)	336	THJ-2201 (cannabinoid)
53	4-Cyano QUINYL-BUTYACA (cannabinoid)	192	FDU-PB-22 (cannabinoid)	268	MAN-24 (BHEI) (cannabinoid)	337	Tiramadol
54	4-Ethylmethcathinone	193	Fenethylone	269	MAN-25 (cannabinoid)	338	Trihexyphenidyl (THP)
55	4-Ethylmethcathinone	194	Fentanyl	270	MAO-CHININACA (cannabinoid)	339	U-47700
56	4-Fluoro PVB	195	Fusaric acid	271	Morphine	340	U-48800
57	4-Fluoro-alpha-PVP (cathinone)	196	Flutrazepam	272	MPPH (cathinone)	341	U-49900
58	4-Fluoroamphetamine	197	Flutromazepam	273	MAN-Dimethylphenylone (cathinone)	342	U-50488
59	4-Fluorobuphedrone (cathinone)	198	Flunitrazepam	274	MAN-Dimethylphenylone (cathinone)	343	U-51754
60	4-Fluoromethamphetamine	199	Flunitrazepam	275	Naloxone (cathinone)	344	UR-144 (cannabinoid)
61	4-Fluoromethcathinone (4-FlAC)	200	Fluoxetine	276	N-Ethylbuphedrone (cathinone)	345	UR-144 N-heptyl (cannabinoid)
62	4-Fluoropentadone (cathinone)	201	FUB-144 (cannabinoid)	277	N-Ethylhexedrone (cathinone)	346	Vakyl fentanyl
63	4-MeO-alpha-PVP (cathinone)	202	FUB-AMB (cannabinoid)	278	N-Ethylketamine	347	W-18
		203	FUB-JWH-018 (cannabinoid)	279	N-Ethylpentadone (cathinone)	348	XLR-11 (cannabinoid)
		204	FUB-PB-22 (cannabinoid)	280	N-Ethylphenylone (cathinone)	349	XLR-11 N-(4-piperonyl)
		205	Furanyl fentanyl	281	Nimetazepam	350	Xyazine
		206	Gabapentin	282	Nitazene	351	Zolpidem
		207	GBL	283	NPB-22 (cannabinoid)	352	beta-Hydroxybutyrate fentanyl
		208	GHB	284	N-Piperidinyl etonitazene		
		209	Heroin				
		210	Hexano fentanyl				
		211	HU-210 (cannabinoid)				
		212	HU-211 (cannabinoid)				
		213	Hydromorphone				
		214	Isobutyl fentanyl				
		215	Isopropyl-U-47700				



## Clear



1	2-Ethylamino-1-phenylbutane	21	Diltiazem	41	Lidocaine	62	Pracetamol
2	Anipyrine	22	Dimethylaminoacetylpyrine	42	Lorazepam	63	Plaster of Paris
3	Atropine	23	Dimethyl sulfone	43	Low density polyethylene	64	Poly(propylene glycol)
4	Baby powder	24	Diphenhydramine (Benadryl)	44	Magnesium citrate	65	Polyethylene glycol
5	Baking soda	25	Dipyrene	45	Magnesium stearate	66	Polyethylene terephthalate
6	Benocaine	26	Epsom salt	46	Magnesium sulfate	67	Polypropylene
7	Boric acid	27	Ethanol	47	Maltose	68	Polyvinyl chloride
8	Bronine	28	Ethyl benzoate	48	Mannitol	69	Procaine*
9	Caffeine*	29	Fructose	49	Methyl acrylate	70	Propylphenazone
10	Calcium carbonate	30	Glucose	50	Methylhexanamine (DMAA)	71	Quinine*
11	Calcium stearate	31	Glutamine	51	Minoxidil	72	Saccharin
12	Calcium sulfate	32	Grisofulvin	52	Naloxone*	73	Silicon dioxide
13	Cellulose	33	Guafenesin	54	Naproxen	74	Sodium sulfate
14	Chloroquine	34	Gypsum	55	Nicotinamide*	75	Sorbitol
15	Citric acid	35	High density polyethylene	56	Nicotine	76	Sucrose
16	Confectioner's sugar	36	Hydroxyzone	57	Nicotinic acid	77	Sugar
17	Copper phthalocyanine	37	Inositol	58	N-Methyl-phenethylamine	78	Tetracaine
18	Corn starch	38	Isopropyl benzylamine	59	Noscapine	79	Theophylline
19	Creatine	39	Lactose	60	Papaverine*	80	Titanium oxide
20	Dextrose	40	Levamisole (Tetramisole)	61	Phenacetin	81	Vitamin C

\* These substances may also be displayed after a TypeH scan.

## Precursor/Chemical



1	1,4-Butanediol	22	Bromobenzene	42	Isopropanol	63	Phenylpropene
2	1-Phenethyl-4-piperidone (1PP)	23	Chloroephedrine/Chloropseudoephedrine	43	Isoatrole	64	Phosphoric acid
3	Acetic acid	24	Chloroform	44	Lead acetate	65	Piperidine
4	Acetic anhydride	25	Chlorophenyl cyclopropyl ketone	45	MAPA	66	Piperonal
5	Azelaone	26	Chloropseudoephedrine	46	Methanol	67	Piperonyl methyl ketone (PAK, MDP2P)
6	Acetyl bromide	27	Cyclohexane	47	Methyl ethyl ketone (MEK)	68	PAK (MDP2P) methyl glycidate
7	Acetyl chloride	28	Cyclohexanone	48	Methylamine HCl	69	PAK Glycidic acid (sodium salt)
8	Acetylnorfenantyl	29	Despropionyl fentanyl (AHPP)	49	MYCP	70	Potassium permanganate
9	AIBN	30	Despropionyl para-fluorofentanyl	50	N-Benzyl para-fluoro norfenantyl	71	Propyl acetate
10	Ammonium chloride	31	Dichloromethane	51	N-Benzyl phenyl norfenantyl	72	Pseudoephedrine
11	Ammonium nitrate	32	Diethyl ether	52	N-Isopropylbenzylamine	73	Red phosphorus
12	Ammonium sulfate	33	Dihydroatrole	53	Nitic acid	74	Safrole
13	Anthranic acid	34	Dimethylacetamide	54	N-Methyl cyclopropyl norfenantyl	75	Sodium acetate
14	APAA	35	Ephedrine	55	N-Methyl norfenantyl	76	Sodium carbonate
15	APAAH	36	Ethyl acetate	56	N-Methyl ephedrine	77	Sulfuric acid
16	Barium sulfate	37	H-Phe - Cyclohexylamide	57	Norephedrine	78	t-BOC Pseudoephedrine
17	Benzoic acid	38	Hydrogen Peroxide	58	Norfenantyl	79	Toluene
18	BMK ethyl glycidate	39	Hydroxylamine	59	Palladium chloride	80	White Fuel (camping)
19	BMK Glycidic acid	40	Hydroxylamine	60	Phenethylamine	81	Xylene
20	BMK Glycidic acid (sodium salt)	41	Hypophosphorous acid	61	Phenyl-2-propanone (P2P, BAK)		
21	BMK methyl glycidate			62	Phenylacetic acid		

## Type H Alarm



1	25B-NBOMe	7	Alprazolam	12	Fentanyl Compound or Methamphetamine ^ †	16	Hydromorphone*
2	25C-NBOMe	8	Buprenorphine #	13	Flutromazolam	17	Lorazepam
3	25I-NBOMe	9	Clonazepam	14	Heroin	18	MDMA
4	2C-B (phenethylamine)	10	Cocaine HCl	15	Heroin w/ Fentanyl Compound or Methamphetamine †	19	Oxycodone*
5	2C-E (phenethylamine)	11	Diazepam			20	Oxymorphone*
6	2C-I (phenethylamine)					21	Synthetic Cannabinoid*

\* Some low dose pills require a Type H Kit for identification.

# Buprenorphine both tablet and strip.

+ A "Synthetic Cannabinoid" screen result encompasses the individual cannabinoids listed above.

^ Fentanyl Compound includes fentanyl and fentanyl analogs.

† Combined result

## Type H Clear



1	Caffeine
2	Maltose
3	Nicotinamide
4	Noscapine
5	Papaverine
6	Procaine
7	Quinine

## Warning



1	Acetaminophen (Paracetamol)*
2	Aspirin
3	Ibuprofen*

These substances have a strong Raman signal which can mask certain narcotics. Additional testing via an alternate method is recommended.

\* These substances may also be displayed after a TypeH scan.

Learn more at [thermofisher.com.trunarc](http://thermofisher.com.trunarc)

thermo scientific

**Sales Quotation**

**Thermo Scientific Portable Analytical Instruments Inc.**  
 2 Radcliff Rd  
 Tewksbury, Massachusetts 01876  
 United States

<b>Quote Number</b>	<b>Created Date</b>	<b>Exp. Delivery Terms</b>	<b>Page</b>
00411237	02/28/2024	ARO	1 / 7
<b>Contact:</b>	<b>Phone</b>	<b>Payment Term</b>	<b>Valid To</b>
Scott Fitzpatrick	(979) 777-2874	Net 30	12/30/2024
<b>Inco Terms</b>		<b>Shipping Method</b>	
FOB Origin - Tewksbury, MA		Fed Ex 2nd Day	

**Submitted To:**

Jason Hupp  
 Wheeling Police Department  
 2115 Chapline Street  
 Wheeling, West Virginia 26003  
 United States

Phone:  
 Email: jhupp@wheelingwv.gov

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

<b>To Place an Order:</b>	
Contact:	Scott Fitzpatrick
Phone:	(979) 777-2874
Fax:	
Email:	scott.fitzpatrick@thermofisher.com
Additional instructions, terms & conditions on last page	

Pos.	Product Code	Product Name	Sales Price	Quantity	Total Price
1.00	800-01041-01	TruNarc, Unlimited, Warranty - 1 Yr, Train-12	USD 32,400.00	1.00	USD 32,400.00
		TruNarc Unlimited Model with 1 year of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.			
2.00	810-01462-01	TruNarc Solution Kit (Type H) - 100, English	USD 733.00	1.00	USD 733.00
		TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Elhanol. Note that because of the Elhanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H-sticks is approximately one year from shipment.			
<b>Total:</b>					<b>USD 33,133.00</b>

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

**Excludes Taxes and Import Fees**

***Fully Insured 2nd Day Federal Express delivery in U.S., Canada, and Puerto Rico***

**Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc**

**Federal Tax ID No.: 01-0650031**

**CAGE CODE: 392A9**

**DUNS #: 11-289-3131**

**Bank of America ABA# for Wire Payments: 026 009 593**

**Bank of America ABA# for ACH Payments: 111 000 012**

**Beneficiary Account Number: 4426843850**

**When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.**

**A part of:  ThermoFisher  
SCIENTIFIC**

**Page 2 / 7**

Acceptance of Purchase

Quote: SF-00411237

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (iii) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

Signature of authorized company representative Date Phone#

Print Name Title Email

Model # Amount + S&H Purchase Order Number

E-mail to: PAlglobalcustomerservice@thermofisher.com Fax to: 1-877-680-2568

Order Processing Address: scott.fitzpatrick@thermofisher.com Thermo Scientific Portable Analytical Instruments Inc 2 Radcliff Road Tewksbury, MA 01876

Remit check Payment To: Thermo Scientific Portable Analytical Instruments Inc PO Box 415918 Boston, MA 02241-415918

Payment Details

Method of Payment

- Net 30 (Attach Credit Application & Credit References)
Credit Card
Check
Wire Transfer

Sales Tax Application

- Yes Apply Sales Tax
No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

\*\*Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)\*\*

Address Verification

Please make corrections if necessary below.

Bill to: Wheeling Police Department 2115 Chapline Street Wheeling, West Virginia 26003 United States

Ship to: Wheeling Police Department

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

Four horizontal lines for additional options and accessories.

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

# THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised November 2019

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

**1. GENERAL.** Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement (the "Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

**2. PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

**3. TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement.

**4. TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

**5. DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

**6. RETURN OF PRODUCTS/RESTOCKING CHARGE.** Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit.

**7. TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

**8. WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace, Products and/or provide additional parts or services as reasonably necessary to cause the same to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become

the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

## **9. INDEMNIFICATION**

**9.1. By Seller.** Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event(a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

**9.2. By Buyer.** Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval

**10. SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof

**11. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B)



ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT

**12. EXPORT RESTRICTIONS.** Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents

**13. HAZARDOUS MATERIALS.** Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs

**14. MISCELLANEOUS.** (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for non-clinical, non-diagnostic, non-therapeutic use only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

**15. SOFTWARE-AS-A-SERVICE TRANSACTIONS.** IF YOU ARE PURCHASING ANY PRODUCTS PROVIDED BY SELLER HEREUNDER AND DESCRIBED IN THE RELEVANT QUOTATION OR PURCHASE ORDER AS A SUBSCRIPTION TO ANY THERMO FISHER SOFTWARE-AS-A-SERVICE OFFERING (ANY SUCH PRODUCT, HEREINAFTER, A "SUBSCRIPTION"), THEN IN RESPECT OF SUCH SUBSCRIPTION(S) ONLY

(a) The following terms and conditions of this Agreement shall not apply: Sections 6-7, 9.1, and 13.

(b) The following terms and conditions of this Agreement shall be modified as set forth below:

(i) Section 5 shall be replaced in its entirety with the following:

5. **CANCELLATION OR CHANGES BY BUYER.** Seller reserves the right to suspend or terminate the Buyer's Subscription(s), in whole or in part, if Buyer fails to make any payment to Seller when due, otherwise fails to perform its obligations hereunder, or fails to comply with the Seller's Terms of Use agreement agreed to by Buyer and governing Buyer's use of the Subscription(s), as in effect from time to time (the "Terms of Use"). Seller will not be liable for any loss or damage resulting from any delay in activation of the Subscription(s) or failure to activate the Subscription(s) which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the activation of the Subscription(s) within a reasonable period of time, and Buyer will not be entitled to refuse payment or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon

payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor.

(ii) Section 8 shall be replaced in its entirety with the following:

8. **WARRANTY.** BUYER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTIONS ARE SOLD "AS-IS", WITH NO WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE SUBSCRIPTIONS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(iii) Section 10 shall be replaced in its entirety with the following:

10. **SOFTWARE.** This Agreement shall not be construed to grant to Buyer any patent license, know-how license or any other rights except as specifically provided herein. Buyer agrees and acknowledges that, by virtue of its purchase of the Subscriptions hereunder, it does not acquire any intellectual property rights (whether by license, assignment, or otherwise) of Seller, including without limitation any rights to the Subscriptions or related software or hardware systems (except for the limited right to use the Subscription subject to the terms and conditions set forth herein). Buyer shall not reverse engineer or copy the design, algorithms, or code, or any components thereof, of any information related to the Subscriptions for any purpose.

(iv) In Section 11, the language "ONE MILLION DOLLARS (\$1,000,000)" shall be replaced with "TEN THOUSAND DOLLARS (\$10,000)".

(c) The following additional terms and conditions shall apply

**TERMS OF USE.** Buyer hereby acknowledges and agrees that it shall comply with all terms and conditions of the Terms of Use, and that Buyer's use of the Subscription in violation of any such terms and/or conditions shall entitle Seller, without prejudice to any other remedies that may be available to Seller at law or in equity, to terminate Buyer's use of the Subscription(s) effective immediately.

Buyer further agrees and acknowledges that it shall not be entitled to any refund of any portion of the purchase price paid in respect of Subscription(s) cancelled by Seller pursuant to Seller's rights under this Section and/or the Terms of Use. Buyer's rights to use these Subscription will begin upon Seller's transmission to Buyer of Subscription link and end 12 months from this date unless otherwise terminated by Seller. In the event of any conflict between this Agreement and the Terms of Use, the Terms of Use shall control.



**Fw: [EXTERNAL]Fw: MSAB Renewal**

Erick Burke <eburke@wheelingwv.gov>

Mon 3/4/2024 10:33 AM

To: Ken Prager <kprager@wheelingwv.gov>

Sir,

Per our conversation regarding the approved grant, do you feel that the renewal for our XRY that we utilize to download cell phones could be covered under it?

I forwarded you the email Kent received detailing the costs ect.

Corporal Erick M. Burke  
Wheeling Police Department  
Ohio Valley Drug Task Force  
304-234-6092  
304-639-0164

---

**From:** Lt. Kent Lewis <KLewis@ohcoso.com>  
**Sent:** Sunday, March 3, 2024 10:16 AM  
**To:** Erick Burke <eburke@wheelingwv.gov>  
**Subject:** [EXTERNAL]Fw: MSAB Renewal

**Caution!** This email is from an external source. Be careful with links & attachments.

attached is the renewal for MSAB license.

Lieutenant Kent Lewis  
Ohio County Sheriffs Office  
Ohio Valley Drug Task Force  
304-234-6092  
304-650-8753

---

**From:** Adam Dale <adam.dale@msab.com>  
**Sent:** Thursday, February 29, 2024 9:55 PM  
**To:** Lt. Kent Lewis <KLewis@ohcoso.com>  
**Cc:** Sean Fritts <sean.fritts@msab.com>  
**Subject:** Re: MSAB Renewal

Hey Lt. Lewis, thanks so much for reaching out!

The good news is that the last option year of the BPA end 5/12/2024 so you can take advantage of it for one more year as long as you get your renewal in before then. Renewal is still \$2,995 through the end of the BPA, and your current license (DHGEXO-XANTTW-S7DJ41-R7PKDT) is set to expire 5/31/24.

My colleague Sean (cc'd) has taken over the Federal Civilian accounts for MSAB as I assume VP duties, so he'll be your primary contact going forward, but I'm always around to support if you need anything.

HQ's goal was to have a new contract awarded immediately after the current one expires, but Sean can provide an update on that if needed.

Thanks,

**Adam Dale**

↳ Vice President – Sales, Americas



Mobile: +1 404 401 9225

E-mail: [adam.dale@msab.com](mailto:adam.dale@msab.com) | Web: <https://link.edgepllot.com/s/efd2e1f6/MLs0zrP9nEadC-eUHdESDw?>

[u=http://www.msab.com/](http://www.msab.com/)

Need to schedule a meeting with me? Click [HERE](#) to automatically find a time that is clear in my calendar.

---

**From:** Lt. Kent Lewis <KLewis@ohcoso.com>

**Sent:** Thursday, February 29, 2024 10:17 AM

**To:** Adam Dale <adam.dale@msab.com>

**Subject:** MSAB Renewal

You don't often get email from klewis@ohcoso.com. [Learn why this is important](#)

Adam,

I purchased the XRY Logical & Physical License through the DEA BPA pricing in May 2023. Last year you told me that the DEA would be renegotiating the pricing. I was curious if you know what the renewal fee will be and when it will be due? I purchased the license in May of last year. Thank you

Lieutenant Kent Lewis  
Ohio County Sheriffs Office  
Ohio Valley Drug Task Force  
DEA TFO  
304-234-6092  
304-650-8753



## QUOTATION

Date	Quote ID	Revision ID	Effective From	Effective To	
3/5/2024	QUO-11943-B1Z2M6	0	3/5/2024	4/3/2024	
<b>Customer Contact</b>		<b>MSAB Contact</b>			
Kent Lewis Ohio Valley Drug Task Force 304-234-6092 KLewis@ohcoso.com		Sean Fritts Federal Civilian Sales Americas  sean.fritts@msab.com			
<b>Bill To</b>		<b>Ship To</b>			
Ohio Valley Drug Task Force		Electronic Delivery			
Part No	Item Description	Qty	Unit	Unit Price (\$ USD)	Line Total (\$ USD)
8904R	XRY Logical & Physical License Renewal DHGEXO-XANTTW-S7DJ4I-R7PKDT PoP- 6/1/24 – 5/31/25	1	1-YEAR	\$2,995.00	\$2,995.00
<b>Sub-Total</b>					\$2,995.00
<b>Freight</b>					\$0.00
<b>Grand Total (USD)</b>					\$2,995.00

You will need to state our MSAB quotation number (QUO-11943-B1Z2M6) clearly on your purchase order.

Please make sure the above Customer, Billing, and Shipping information is correct. Please provide it if missing. Thank you in advance.

This quote is subject to the MSAB Terms & Conditions of Sale:  
[www.msab.com/terms](http://www.msab.com/terms)

CONFIDENTIAL PROPRIETARY INFORMATION

MSAB Inc  
241 18<sup>th</sup> Street South  
Suite 202, Arlington, VA 22202  
Tel +1 703 750 0068 | Fax +1 800 371 9215  
Tax ID # 33-1211059 | Duns #831301762  
[www.msab.com](http://www.msab.com) | [sales@msab.com](mailto:sales@msab.com)



## MSAB Terms & Conditions of Sales

### Terms of Pricing and Payment

- For the license to the Software for the defined period, Customer agrees to pay MSAB the fees as outlined above. Payment is due prior to shipping unless other terms have been agreed and specified in the purchase order.
- The license fee provided to use the Software shall also include the right to make use of the Hardware needed to access the Software as provided by MSAB.
- Fees for Installation and/or training courses are in addition to the license fee provided above and must be paid prior to execution of installation and/or attendance of training, as applicable.
- All prices and payments shall be in the currency stipulated in this quotation in immediately available funds and without any set-off or deduction.
- All payments are to be made to MSAB by way of wire transfer, credit card or by check made payable to MSAB with reference to the corresponding invoice.
- All invoices shall be deemed accepted and approved unless an objection is made within 8 days from the invoice date. Any amount not paid when due shall accrue interest at a rate of the lesser of (i) 10% per annum; or (ii) the greatest amount allowed by applicable law. Customer shall also be responsible for reasonable administrative, legal and court costs incurred by MSAB in collecting late payments and late payment charges.
- All prices quoted exclude transportation, insurance, VAT, and other taxes or duties now in force or hereafter enacted. Customer agrees to pay, in addition to the prices quoted or invoiced, all taxes, fees, or charges of any nature whatsoever (including but not limited to withholding taxes and business taxes, imposed by any governmental authority on, or measured by, the transaction between buyer and MSAB) excluding taxes based on MSAB's income. If MSAB is required to collect or withhold the foregoing, the buyer will pay such amounts unless the buyer has provided MSAB with a valid tax exemption certificate authorized by the appropriate taxing authority.
- All quoted prices herein are confidential and shall remain valid for 30 days from the specified submission date (above). MSAB reserves the right to adjust prices after the expiry of such 30 day period.
- Fees may be increased by MSAB (after the initial license period noted above). Upon notice to the Customer, fees may be increased due to inflation or for any other reason in MSAB's sole discretion.

### Terms of Delivery

- Hardware and Software shall be delivered by MSAB to Customer upon execution of these Terms & Conditions of Sales and receipt of payment in full of all fees owed by Customer. All Hardware and Software shall be sent to the address designated by Customer on the Purchase Order.
- Shipment will be Incoterm FCA from the MSAB location unless other terms have been agreed between Customer and MSAB and specified in the purchase order. Shipping and handling costs are extra and will be separately itemized and invoiced to Customer.

### Terms for Software and Cable Updates

- Customer shall be entitled to receive software updates and new cables released by MSAB during the license period specified above so long as Customer is in compliance with the Terms & Conditions of Sales including the payment of all applicable license fees.

### Limited Warranty

- Hardware purchased from MSAB as specified above includes a 24 month warranty from the date of purchase. In the unlikely event of an equipment defect caused by normal usage in accordance with any accompanying terms and conditions, MSAB shall either repair or replace the defective product, at its sole discretion, with the same or equivalent product without charge to the customer.
- The foregoing limited warranty for MSAB manufactured hardware may be extended for additional license periods as specified above if the customer continues to purchase a MSAB Software License without interruption. This limited warranty does not apply to computer equipment or any other components that already have a guarantee from a third party supplier.
- The warranty for computer equipment supplied by MSAB can be extended to a maximum of 36 months, provided the customer continues to purchase a MSAB Software License without interruption.

### Other Applicable Terms

- All use of the Software and Hardware is subject to Customer's compliance with the terms and conditions of MSAB's End User License Agreement (the "EULA") (read here: <https://www.msab.com/terms/#toc-eula>), which is incorporated herein by this reference and may be updated from time to time at MSAB's discretion.
- All training courses purchased from MSAB either pursuant to these Terms & Conditions of Sales or separately at a future date are subject to MSAB's Terms & Conditions of Training Courses (read here: <https://www.msab.com/terms/#toc-training>), which are incorporated herein by this reference and may be updated from time to time at MSAB's discretion.

### Export Restriction License regarding the XRY and XAMN software component (Declaration of End User):

- MSAB is obliged to pay particular attention to issues of re-export as XRY and XAMN are classed as a "Dual-Use" products. End users are therefore specifically prohibited from the re-export or transfer of XRY and XAMN outside of their original nation state.
- By accepting these terms Customer hereby certifies that XRY and XAMN and equipment for this license ordered and purchased by Customer from MSAB:
  1. Will be exclusively used by Customer.
  2. Will not be transferred or re-exported to a third party.
  3. Will be used in accordance with international human rights norms.
- Customer does not have the right to reproduce, amend, install, copy, lend or in any way make available XRY and XAMN or any part thereof to any third party without the prior written consent of MSAB.
- MSAB will not be held liable to Customer or any other third party for an action or damages claim made arising out of the use of XRY or XAMN without obtaining the proper consent or approvals. Any use or operation of XRY and XAMN shall be permitted only after the Customer has obtained any relevant consent or approval required pursuant to applicable law in the jurisdiction in which such use is made.
- Customer agrees to indemnify and hold MSAB (without any limitation whatsoever), its affiliates, its directors, shareholders and employees against any damages, claims, liabilities and expenses (including legal fees) arising as a result of using XRY and XAMN in such circumstances.

This Agreement between MSAB and the entity name above (along with the EULA) shall become effective and Customer agrees and accepts the terms set forth herein by signing a copy of this document, or accepts by way of email or other written form the MSAB quote to which this document is attached, (along with credit card authorization form, or wire transfer reflecting the above terms) and returns the same to MSAB and continues for the period set forth above, unless terminated earlier as set forth herein. Thank you for choosing MSAB and for executing and delivering this Agreement.

This quote is subject to the MSAB Terms & Conditions of Sale:  
[www.msab.com/terms](https://www.msab.com/terms)

CONFIDENTIAL PROPRIETARY INFORMATION

MSAB Inc  
 241 18<sup>th</sup> Street South  
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 Tax ID # 33-1211059 | Duns #831301762  
[www.msab.com](https://www.msab.com) | [sales@msab.com](mailto:sales@msab.com)

## Advanced Covert Technology: Quad IP Camera Drop Kit

Erick Burke <eburke@wheelingwv.gov>

Tue 3/5/2024 1:04 PM

To: Ken Prager <kprager@wheelingwv.gov>

 1 attachments (570 KB)

Advanced Covert Technology Camera.pdf;

Sir,

Attached to this email is the invoice to the Advanced Covert Technology Quad IP Camera Drop Kit and 2 Diehard Marine Battery's to power the device/camera. This invoice covers everything shown under the attached page on the surveillance equipment catalog.

I spoke to Ryan Mitchell with Advanced Covert Technology, and the only other thing we would need is to add another cellular line with SIM Card to be installed into the device.

As we previously spoke about, we would be looking to utilize this camera system in a "drop car" in areas we have active drug investigations, areas where we are receiving drug complaints, or problem areas in general. The system will be installed in the trunk area of the vehicle, and the cameras will be covertly set up inside the vehicle to record target areas outside of the vehicle. The vehicle will then be left in the target area, and the device will record without investigators being present at that location. Additionally, investigators will be able to view the cameras live via smart phone or laptop. Since it is going to be used in a vehicle, it will allow investigators to utilize it almost anywhere a vehicle can travel to include streets, parking lots, ect.

This device will be extremely beneficial to surveillance operations and intel gathering during drug related investigations, as it alleviates law enforcement officers from being in the area and possibly being detected by suspects, thus compromising an investigation. This device will allow us to review the video remotely and live. It is estimated we will get approximately 56 hours of consistent record time on the device while using the marine batteries. As you will notice there are two batteries priced at advanced auto parts, so we would run one with the device, and have the other to swap it out after it dies. The kit does come with a battery box and charger that we will use to charge the dead batteries.

If you have any questions, please let me know. Thanks,

Corporal Erick M. Burke  
Wheeling Police Department  
Ohio Valley Drug Task Force  
304-234-6092  
304-639-0164



# Advanced Covert Technology, Inc.

Specialists In Audio and Video Surveillance Equipment



Office: (706) 496-8275

Email: info@act-sales.com

Web Site: advancedcovert.com

## Quad IP Camera Drop Kit



18.5" x 14.06" x 6.93"

- Just Add External Power and IP PTZ Cameras
- Use and Record from 1 to 4 Cameras Simultaneously
- IP/WAN/LAN Connectivity
- Supports Analog and IP Cameras
- H.264 & MPEG-2 Compression
- Event Based Recording
- Power Over Ethernet (POE) for IP Cameras
- Command and Control Center
- Motion Detection Alarm, Snapshot, and Text Notification
- 7" Flat Screen and 1TB Removeable Storage
- Cell Service Required for Cellular IP

ACT QIP ..... \$ 8,995.00

ACT QIPDK ..... \$ 12,785.00

(ACT QIP, ACT TP-BBC, ACT VB-M46, & ACT VCMK) (ACT G31B Not Included)

## Canon Cameras



VB-M46

ACT M46 ..... \$ 2,200.00



VB-H47

ACT H47 ..... \$ 3,050.00



VB-M50

ACT M50 ..... \$ 3,575.00

## Tiger Pride Battery Box and Charger

Group 31 Size Battery Box Prewired to Include:

- SAE Socket for Battery Charger and Power Outlet
- On Demand volts/amp Meter for Instant Viewing
- 15 amp Internal Fuse
- Battery Ring Terminals for Easy Battery Hookup
- 3 Stage Battery Charger/Maintainer also SAE
- Prewired for Quick Connection to Battery and Battery Box
- Power Output Cable Included
- Use One or Two to Power Quad IP Camera Drop Kit



ACT TP-BBC ..... \$ 495.00 (Battery Not Included)

ACT G31B (Group 31 Battery) ..... \$ 475.00 (Additional \$300 for Shipping)



**Advanced Covert Technology**

P.O. Box 3234  
Evans, GA 30809  
(706) 496-8275  
Info@act-sales.com  
Visit us at www.act-sales.com

**Quote 240254**

<b>ADDRESS</b>	<b>SHIP TO</b>
Wheeling Police Department	Wheeling Police Department
ATTN: ACCTS PAYABLE	Wheeling Police Department
1500 Chapline St	ATTN: Eric Burke
Wheeling, WV 26003	1500 Chapline St
	Wheeling, WV 26003

<b>DATE</b> 03/05/2024	<b>TOTAL</b> \$14,882.00	<b>EXPIRATION DATE</b> 05/31/2024
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**SALES REP**  
Hayden Cormier

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>ACT QIPDK</b> Quad IP Camera Drop Kit - Includes ACT QIP, ACT TP-BBC, VB-M46, and ACT VCMK (Group 31B Not Included)	1	12,785.00	12,785.00
	<b>Tiger Cam:ACT VC-NVR</b> View Commander Software and Dongle Hardware - Management software: controls and records your video from the Tiger Cam	1	700.00	700.00
	<b>MISC</b> Axis P1265 modular network camera	3	399.00	1,197.00
<b>SUBTOTAL</b>				14,682.00
<b>SHIPPING</b>				200.00
<b>TOTAL</b>				<b>\$14,882.00</b>

THANK YOU.

Accepted By

Accepted Date

## Secure Checkout

### 1 Contact Information

Email Address

Enter Email Address

Already have an account?

Sign In

Billing Phone Number

Enter Phone Number

Use this information to create an account for faster checkout

Continue

### 2 Pickup Information

### 3 Payment

#### 2 ITEMS IN YOUR CART

[Edit Cart](#)



**STORE PICKUP - FREE**  
2 Items Total

PICKUP AT 916 NATIONAL RD, BRIDGEPORT



DieHard Marine Gold Battery  
37M Group Size 575 CCA 950 CA  
270 Minute Reserve Capacity  
Deep Cycle  
Qty: 2  
Pickup - Ready in 30 mins

\$269.98  
\$44.00  
Refundable Core

#### ORDER SUMMARY

Refundable Core Charges	\$44.00
Items Subtotal	\$313.98
Tax	\$22.76
<b>ORDER TOTAL</b>	<b>\$336.74</b>

**PLACE ORDER**

[NEED HELP?](#)