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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

February 8, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Pursuant to RSA 21-I:17-a II, authorize the NH Department of Administrative Services (“NHDAS”) to delegate purchasing authority to the NH Department of Corrections (“NHDOC”) for the sole and express purpose of purchasing up to nine (9) full body security scanners for NHDOC’s correctional facilities.
2. Contingent upon approval of Requested Action #1, authorize NHDOC to enter into a contract with OD Security North America, LLC (VC # 274370), 2453 Daniel Island Drive, Daniel Island, SC 29492, in the amount of \$911,250.00, to purchase for up to nine (9) full body security scanners for the NH Department of Corrections effective upon Governor and Executive Council approval through June 30, 2021. 100% General Funds

Funding is available in the SFY 2018 operating budget in the following account.

02-46-46-460010-7101 Dept. of Corrections - Office of the Commissioner	<u>SFY 2018</u>
030-500311 Equipment – Equipment General (New)	\$911,250.00

EXPLANATION

Pursuant to Chapter 156:140, Laws of 2017 Department of Corrections; Appropriation for Scanners in State Correctional Facilities, to combat the potential threat of illegal contraband introduced into the NHDOC’s correctional facilities, NHDOC is seeking an alternative solution to work in conjunction with its current screening methods through the purchase of up to nine (9) full body security scanners for NHDOC’s correctional facilities. As this contract relates primarily to the procurement of equipment, authority for this purchase resides with NHDAS. Due to the specific technical and security issues related to this purchase, NHDAS has agreed, contingent on Governor and Executive Council approval, to delegate this purchasing authority to NHDOC on a one time basis.

Through the NHDOC’s request for proposal (RFP) process, NHDOC selected OD Security North America, LLC to provide The SOTER RS Full Body Security Scanning Systems which offers a modern and proven technology to detect metal and plastic, organic and inorganic contraband, hidden externally or internally.

The unit cost of each SOTER RS Full Body Security Scanning System is all inclusive to include the following: shipping, installation, calibration/testing, certification, unlimited on-site operator and administrator training, on-

site train-the-trainer training, a six (6) year full manufacturer's warranty (preventative maintenance, parts, labor, time and travel), random scanning, biometric and PREA compliant software and hardware upgrades and updates, technical support, licensing, networking and one (1) free SOTER RS Handheld Tablet, tablet software and license, which can be used for mobile training purposes and/or investigative and reporting tools. Any value added costs may be incurred after the full manufacturer's warranty expires at the end of year six, if the Department deems it advantageous. These per unit costs will include the following: annual warranty (preventative maintenance/calibration, parts, labor, time and travel, software upgrades and updates), additional SOTER RS Handheld Tablet, software and license, on-line operator training license and maintaining the annual State of NH DHHS certification.

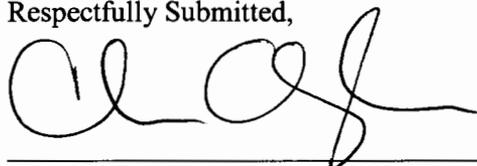
The SOTER RS Full Body Security Scanning System offers a more modern and efficient alternative to detecting contraband using a thorough scanning process that takes approximately ten (10) seconds to complete, a touch screen technology that provides greater image manipulation and Transmission Image Technology to balance the greatest possible detection with the least invasive imagery using a three tiered image system.

The SOTER RS Full Body Security Scanning System offers the smallest radiation footprint on the market and is fully compliant with all FDA regulations and with the American International Standard for Radiation Safety for Personnel Security Screening Systems using x-ray ANSI/HSP 43.17-2009.

In addition, the SOTER RS Full Body Security Scanning System offers same day on-site support services to each facility on a 24/7/365 basis with technicians trained to OD Security North America OEM Accredited Technician status.

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for seven (7) consecutive weeks and notified ten (10) potential vendors of the RFP posting. As a result of the issuance of the RFP, four (4) potential vendors responded by submitting their proposal. In accordance to the Terms and Conditions of the RFP, the New Hampshire Department of Corrections awarded the contract to OD Security North America, LLC, in the amount of \$911,250.00. This RFP was scored utilizing a consensus methodology by a seven (7) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of the following NH Department of Corrections employees: Helen Hanks, Assistant Commissioner; Colon Forbes, Director of Professional Standards; Jonathan Hanson, Administrator of Logistics; Warden Michael Zenk, NHSP-M; Jon Fouts, Major, Chief of Security, NHSP-M; Jeff Smith, Captain, Chief of Security, NCF and Jennifer Lind, Contract/Grant Administrator.

Respectfully Submitted,



Charles M. Arlinghaus
Commissioner
NH Department of Administrative Services



Helen E. Hanks
Commissioner
NH Department of Corrections

CHAPTER 156, Laws of 2017
HB 517 - FINAL VERSION
- Page 67 -

1 Prescription Health and Safety Program. The sum of \$130,000 is hereby appropriated to the office
2 of professional licensure and certification for the biennium ending June 30, ~~[2017]~~ 2019 for the
3 purposes of ~~[technology upgrades for]~~ the controlled drug prescription health and safety program,
4 established in RSA 318-B:32. The governor is authorized to draw a warrant for said sum out of any
5 money in the treasury not otherwise appropriated.

6 156:137 Contingent Appropriation; Office of Professional Licensure and Certification;
7 Controlled Drug Prescription Health and Safety Program. The sum of up to \$100,000 is hereby
8 appropriated to the office of professional licensure and certification for the biennium ending June
9 30, 2019 for the controlled drug prescription health and safety program, established in RSA 318-
10 B:32, and contingent upon approval of the fiscal committee of the general court. The governor is
11 authorized to draw a warrant for said sum out of any money in the treasury not otherwise
12 appropriated.

13 156:138 Plan for Funding Required. The administrator of the controlled drug prescription
14 health and safety program shall develop a plan for sustainable funding, which shall not include
15 moneys from the general fund, by November 1, 2017. The plan shall be presented in the form of a
16 report to the speaker of the house of representatives, the president of the senate, and the governor
17 on or before November 2, 2017.

18 156:139 Revenue for the National Guard Scholarship Fund. Amend RSA 110-B:61 to read as
19 follows:

20 110-B:61 Revenue for Scholarship Fund. All revenue received from sources other than
21 governmental agencies during any fiscal year from the rental of all national guard armories in this
22 state shall be credited by the state treasurer to the New Hampshire national guard scholarship fund
23 as established in RSA 110-B:60. *Revenues for the national guard scholarship fund shall*
24 *include an annual appropriation, as determined by the general court, to be awarded by*
25 *the scholarship committee under this subdivision.*

26 156:140 Department of Corrections; Appropriation for Scanners in State Correctional Facilities.
27 Amend 2016, 263:4 to read as follows:

28 263:4 Appropriation; Department of Corrections; Scanners for State Correctional Facilities. In
29 addition to any other funds appropriated to the department of corrections, the sum of \$1,110,000 for
30 the ~~[fiscal year]~~ *biennium* ending June 30, ~~[2017]~~ 2019 is hereby appropriated to the department,
31 *\$1,000,000 of which shall be used* for the purchase and installation of [6] full body security
32 scanners in [the] state correctional facilities, *and \$110,000 of which shall be used to fund 2*
33 *canine teams at the department of corrections.* ~~[Three of the scanners shall be installed in the~~
34 ~~state prison for men in Concord, 2 scanners shall be installed in the northern New Hampshire~~
35 ~~correctional facility in Berlin, and one scanner shall be installed in the new state prison for women.]~~
36 The governor is authorized to draw a warrant for said sum out of any money in the treasury not
37 otherwise appropriated.



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RFP Bid Evaluation and Summary
Full Body Security Scanner Services
NHDOC 17-10-GFCOM

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondents to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost – 500 points
 - b. Operational Capability – 200 points
 - c. Radiation Exposure – 100 points
 - d. Technical Support – 50 points
 - e. Warranty – 50 points
 - f. Financial Stability – 50 points
 - g. Qualitative References – 50 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 31 of NHDOC 17-10-GFCOM RFP.
 - a. The contract will be awarded to the Bidder submitting a response based on the demonstrated capabilities and skills in relation to the needs of the services identified in the RFP without reducing the current functions of the Department and as long as the Vendor's Total Estimated Cost, Operational Capability, Radiation Exposure, Technical Support, Warranty, Financial Stability and Qualitative References are acceptable to the Department.

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Evaluation Team Members:

- Helen Hanks, MM, Assistant Commissioner, NH Department of Corrections
- Colon Forbes, Director of Professional Standards, NH Department of Corrections
- Jonathan Hanson, Director of Logistics, NH Department of Corrections
- Michael Zenk, Warden, NH State Prison for Men (NHSP-M), NH Department of Corrections
- Jon Fouts, Major, NH State Prison for Men (NHSP-M), NH Department of Corrections
- Jeff Smith, Captain, Northern NH Correctional Facility (NCF), NH Department of Corrections
- Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Administration, NH Department of Corrections



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**RFP Scoring Matrix
Full Body Security Scanner Services
NHDOC 17-10-GFCOM**

Respondents:

- ADANI Systems, Inc.
5731 NW 151st St.
Miami Lakes, FL 33014
- Associated X-Ray Imaging Systems
49 Newark St.
Haverhill, MA 01832
- Find-all Security Systems, LLC
171 Technology Dr., Suite 750
Boalsburg, PA 16827
- OD Security North America, LLC
2453 Daniel Island Dr.
Daniel Island, SC 29492

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
 1. Total Estimated Cost – 500 points
 2. Operational Capability – 200 points
 3. Radiation Exposure – 100 points Technical Support – 50 points
 4. Warranty – 50 points
 5. Financial Stability – 50 points
 6. References – 50 points

NHDOC 17-10-GFCOM RFP Scoring Matrix					
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>OD Security North America, LLC</i>	<i>Find-all Security Systems, LLC</i>	<i>Associated X-Ray Imaging Corp</i>	<i>Adani Systems, Inc.</i>
Total Estimated Cost	500	495	450	425	350
Operational Capability	200	195	187.50	168.75	150
Radiation Exposure	100	100	50	40	40
Technical Support	50	50	50	25	37.5
Warranty	50	50	50	50	50
Financial Stability	50	50	50	50	50
References	50	50	50	50	50
Total	1000	990	887.50	808.75	727.50

Contract Award:

- OD Security North America, LLC
2453 Daniel Island Dr.
Daniel Island, SC 29492

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RFP Evaluation Committee Member Qualifications
Full Body Security Scanner Services
NHDOC 17-10-GFCOM

Helen Hanks, MM, Assistant Commissioner:

Mrs. Hanks has served as the Assistant Commissioner since October 1, 2014. She has experience in writing, reviewing and scoring bidder responses to proposals for a diverse set of service requests. Her position oversees the delivery of business information and technology across the Department as well as the healthcare and behavioral health services treatment. Prior to her appointment to Assistant Commissioner, she was the Director of the Medical & Forensic Services Division starting in 2011. Mrs. Hanks has made her career specific to the area of mental health and health care delivery since 1998 working with community mental health centers and Managed Behavioral Care organizations prior to her employment at the NH Department of Corrections. She has broad and specific knowledge of the correctional health system and behavioral health system, managing a specially trained correctional staff, the Laaman consent decree and Holliday Court Order, and the special needs of seriously mentally ill patients housed in the SPU, RTU and prison environments. Mrs. Hanks has a Bachelor of Science in Psychology from Plymouth State College with a Pre-Law minor and a Master of Management in Healthcare from Brandeis University.

Colon Forbes, Director of Professional Standards:

Colon Forbes has served as the Director of Professional Standards since 2009. He attended the University of Massachusetts Lowell and earned a Bachelor of Science Degree in Business Administration. He retired as a Captain in the New Hampshire State Police after 22 years of service and spent much of that time managing and supervising criminal investigations.

Jonathan Hanson, Administrator of Logistics:

Mr. Hanson has served as the Administrator of the Bureau of Logistics, Division of Administration since 2010. Mr. Hanson previously served as an Administrator and Program Specialist in multiple capacities at the NH Department of Transportation from 1995 to 2010 and was the former Director of Administration of a major New England area Heavy/Highway Construction, Paving and Aggregate Crushing and Supply Company from 1984 to 1995. Mr. Hanson was the chief contractor and union liaison as well as a registered lobbyist for the Associated General Contractors from 1981 to 1984. Mr. Hanson holds an Associate's Degree in Business Management and a Bachelor's Degree in Business Administration from the University of New Hampshire and also holds numerous certificates in the construction trades, safety and environmental regulations.

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Michael Zenk, Warden, NH State Prison for Men (NHSP-M):

Mr. Zenk is a 1978 graduate of Michigan State University with a B.A. degree in Criminal Justice. He has spent over thirty-nine years working in the criminal justice system in various professional capacities, including twenty-nine years in adult corrections and seven years in juvenile corrections. Warden Zenk retired from the Federal Bureau of Prisons (BOP) in 2007 after twenty-one years of service. In addition to his current position as the Warden of the New Hampshire State Prison for Men, he previously has served as Warden at three BOP Prisons and two Private Contract Prisons. Warden Zenk assumed his current position with the New Hampshire Department of Corrections on February 5, 2016. Given his professional experience he has a high level of expertise and practical knowledge in assessing institution security practices and security equipment.

Jon Fouts, Major, Chief of Security, NH State Prison for Men (NHSP-M):

Major Fouts has worked for the New Hampshire Department of Corrections since August of 1990 and has served as a Chief of security since November 2007. With a total of 27 years of experience in 3 New Hampshire correctional facilities, his background is extensive in regard to overall prison operations, emergency preparedness for correctional facilities, and correctional security. In addition to his correctional background, Jon served 21 years in the US Army (active duty and National Guard). This included a 15 month deployment to Iraq as a military police officer in 2004 / 2005. On top of being a graduate of the NH Correctional Officer's Academy at the NH Police Standards and Training Facility, Jon has also had the opportunity take correctional and security specific training courses with NH Police Standards and Training, the National Institute of Corrections, Law Enforcement Training Research Associates (LETRA), and the American Correctional Association. Jon has participated in in the scoring of bid proposals within NH state government.

Jeff Smith, Captain, Chief of Security, Northern NH Correctional Facility (NCF):

Captain Smith has 15 years of experience at the NH Department of Corrections beginning his career as a Corrections Officer in 2002. Mr. Smith was promoted to Corporal and Sergeant in 2005 and 2008, respectively, and assumed the role of Assistant Shift Commander for four years. As a supervisor, Mr. Smith became involved with the NH Department of Corrections Training Bureau as an Instructor and assisted with many Emergency Preparedness initiatives. In 2007, Mr. Smith was certified by the Federal Emergency Management Agency as a Master Exercise Practitioner. In December 2015, Mr. Smith was promoted to Captain and Chief of Security of the Northern Correctional Facility. This promotion broadened his responsibilities to include being the facility's PREA Coordinator and Emergency Manger and well as managing approximately 90 security staff members. Captain Smith attended Sir Sandford Fleming College for three years and has an Ontario College Advanced Diploma from the Fish and Wildlife Technician Program, specializing in Conservation and Environmental Law Enforcement.

Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Administration:

Ms. Lind has served as the Contract and Grant Administrator since 2010. Ms. Lind is responsible for the development of the Department's request for proposals (RFPs), contracts and grants management. Ms. Lind's current responsibilities include all aspects of the RFP delivery from project management, data collection, drafting and cross function collaboration; procurement functions and management of the Department's medical, programmatic and maintenance contracts and provides managerial oversight to the Grant Division for the Department. prior to Ms. Lind's promotion to the Contract/Grant Administrator, she held the Program Specialist IV, Contract Specialist position and the Grant Program Coordinator position of the Department. Prior to her employment with the Department, Ms. Lind held the position of Assistant Grants Administrator at the Community College System of New Hampshire for ten years. Ms. Lind received her Bachelors of Science in Accounting from Franklin Pierce College and a Masters of Management with a Healthcare Administration concentration from New England College. Ms. Lind has supplemented her education from prior experience in the pre-hospital care setting and has maintained her Certified Medical Assistant license since 1998.



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Director

Bidders List
Full Body Security Scanner Services
NHDOC 17-10-GFCOM

Access Control Systems, Inc.
P.O. Box 7521
Milford, NH 03055
Heather E. Shaver
VP Business Development
(p) 603-249-9820
(f) 603-249-9818
(c) 401-683-8589
(e) heather@A-C-S.biz
(w) www.A-C-S.biz

ADANI Systems, Inc.
5731 NW 151 Street
Miami Lakes, FL 33104
Marc N. Gregorio
Director, Business Development
(p) 301-922-4271
(e) mgregorio@adanisystems.com
(e) info-usa@adanisystems.com

Associated X-Ray Imaging Corporation
49 Newark Street
Haverhill, MA 01832
Russell C. Leibe, B.S.R.T.
Vice President
(p) 978-374-6371
(f) 978-521-2214
(c) 978-265-2002
(e) rleibe@associatedxray.com
(w) www.assoicatedxray.com

Find-all Security Systems, LLC
171 Technology Drive
Suite 750
Boalsburg, PA 16827
Keith L. McClellan, Esq., MBA
(p) 814-574-4986
(t) 800-785-2875
(e) k.mcclellan@findallsecurity.com
(w) www.findallsecurity.com

JCCY Technologies, LLC
2231 Oak Sand Drive
Katy, TX 77450
Alex L. Chen
Rex Chen
(p) 479-445-5505
(p) 310-634-8693
(e) alex.chen@jccytech.com
(e) rex.chen@jccytech.com
(w) www.jccytech.com

L3 Communications
10 Commerce Way
Woburn, MA 01801
Richard G. Lampke
Senior Contracts Administrator
(p) 781-939-3957
(f) 781-939-3815
(c) 617-671-9311
(e) Richard.Lampke@L-3com.com
(w) www.l-3com.com

NUCTECH US, Inc.
128 Corporate Center
70 Blanchard Road
Burlington, MA 01803
Jialiang (Leon) He
Service Manager
(p) 781-359-9700
(f) 781-359-9701
(c) 339-999-6563
(e) hejialiang@nuctech.com
(w) www.nuctech.com

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

OD Security North America

707 Texas Avenue
Suite 215-D
College Station, TX 77840
John Shannon
President

(p) 979-777-1331
(e) john.shannon@ODSecurityNA.com
(w) www.ODSecurityNA.com

Smith Detection, Inc.

2202 Lakeside Boulevard
Edgewood, MD 21040
Peter Wallace
Body Screening Product Specialist
and Radiation Safety Officer

(p) 202-641-3949
(p) 410-612-2625
(f) 410-510-9496
(e) Peter.Wallace@smiths-detection.com
(w) www.smiths-detection.com

Virtual Imaging, Inc., d/b/a

Canon USA, Inc.

720 S. Powerline Road
Suite E
Broward County
Deerfield Beach, FL 33442
(p) 770-545-9897
(p) 866-288-9729
(p) (954) 428-6191
(w) www.virtualimaging-fl.com

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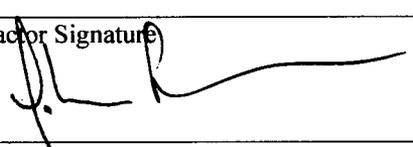
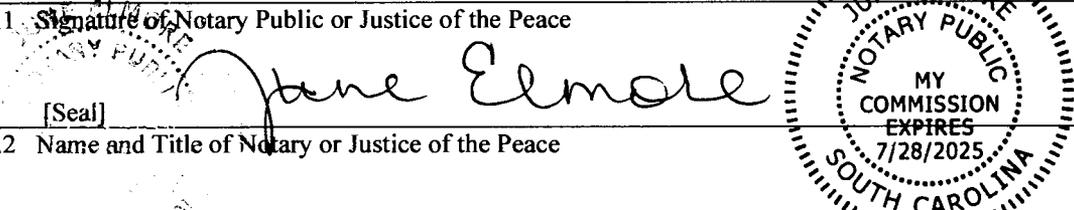
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806 Concord, NH 03302	
1.3 Contractor Name OD Security North America, LLC		1.4 Contractor Address 2453 Daniel Island Drive Daniel Island, SC 29492	
1.5 Contractor Phone Number (978) 777-1331	1.6 Account Number 02-46-46-460010-7101-030-500311	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$911,250.00
1.9 Contracting Officer for State Agency Helen E. Hanks, Commissioner		1.10 State Agency Telephone Number (603) 271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John Shannon, President	
1.13 Acknowledgement: State of <u>S.C.</u> , County of <u>Charleston</u> On <u>Jan. 26 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace June Elmore, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/22/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials

Date 01/26/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date

JS
01/26/18

SECTION D: Scope of Services, Exhibit A

1. Purpose:

The purpose of the this request for proposal is to seek qualified respondents to furnish, deliver, install and warranty full body security scanners at each correctional facility as identified in the Location of Services, Section 3., Scope of Services, Exhibit A, for the NH Department of Corrections to augment security by reducing contraband entering the correctional facilities.

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire through June 30, 2021, with an option to renew for an additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Location of Services:

3.1. Northern NH Correctional Facility (NCF), Berlin, NH; Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU) & Residential Treatment Unit (RTU), Concord, NH and the NH Correctional Facility for Women (NHCF-W), Goffstown, NH which are marked with an "X" below:

Northern Region – Northern NH Correctional Facility			
X	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
Southern Region – Southern NH Correctional Facilities			
X	NH State Prison for Men – (NHSP- M)	281 North State Street	Concord, NH 03301
	Secure Psychiatric Unit (SPU)	281 North State Street	Concord, NH 03301
	Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
X	² NH Correctional Facility for Women – (NHCF-W)	317 Mast Road	Goffstown, NH 03045

- 3.2. Partial Proposals for requested services for the Northern and Southern Regional Area shall not be accepted.
- 3.3. Proposals that reduce the NH Department of Corrections current functions shall not be accepted.
- 3.4. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 3.5. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 3.5.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 3.5.2. Secure the Contractor's written agreement to the proposed changes.
- 3.6. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

² The Department is currently building a new NH Correctional Facility for Women behind the existing NH State Prison for Men's facility in Concord, NH; services will be transitioned to the new facility once opened by the Department.

4. Current Offender/Patient/non-Adjudicated Resident Population:

NH Department of Corrections Current Population		
Northern NH Correctional Facility (NCF)	Berlin, NH 03570	648
NH State Prison for Men – (NHSP- M)	Concord, NH 03301	1436
Secure Psychiatric Unit (SPU) / Residential Treatment Unit (RTU)	Concord, NH 03301	78
³ NH Correctional Facility for Women – (NHCF-W)	Goffstown, NH 03045	152

5. Total Admissions by Gender for the Last Twelve Months:

NH Department of Corrections Offender Population by Gender	
Gender	Admissions
Men	1452
Women	278

6. General Service Provisions:

- 6.1. Product Requested: The NH Department of Corrections is seeking an x-ray product that will provide a full body scan of prisoners who may be subject to one or more security screenings prior to entering the secure perimeter of a state correctional facility.
- The full body security scanners shall be installed and operated in a manner that only enables the detection of weapons and contraband.
 - No image created by a full body scanner shall be copied or duplicated except for images that are used for investigative purposes or show weapons or contraband and are needed as evidence for prosecution.
 - The NH Department of Corrections seeks the least invasive image (not displaying genitalia distinctly) with the best ability to still detect contraband inclusive of weapons. Our population often times ingests drugs and other contraband in balloons. The proposed scanners must demonstrate they are capable of identifying this level of imagery is available in their scanner.
- 6.2. X-Ray Minimum Standards: The product must demonstrate that it meets American National Standard (ANSI) 43.17 Regulations regarding Radiation Safety for Personnel Security Screening Systems Using X-Ray or Gamma Radiation.
- The product should be designed for low dose, as low as reasonable, to achieve the goal of detecting contraband through x-ray imagery.
 - The operator should be reasonable shielded from radiation exposure as well as the individual being scanned.
- 6.3. Operational Minimum Standards: The proposed full body x-ray security scanner will need the capability of:
- Identify make/model, features, dimensions, power requirements, options, upgrades and etc.
 - Be set to a randomized scan that does not allow the operator nor the person being scanned know whether the scan was an actual scan or a false scan. This function is being requested to reduce the exposure of radiation to person’s being scanned.
 - Allow the department to select uSv dosages (e.g. 1.0 uSv, 1.5 uSV, 2.0 uSv etc.) in order to generate the clarity of image necessary for the type of contraband suspected in certain cases.

³ Includes women offenders housed at Strafford County due to overflow.

**Scope of Services
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- Have a monitoring system (dosimeter) that tracks the number of scans by individual person in order to ensure the person is not exposed to over the annual number of allowable scans by dose per the ANSI standards 43.17.
 - The scanner will require no more than 110-120 V power connection.
 - Lowest possible time used to scan a person in order to maximize the movement of people through the scanning process without reducing image quality preferred high resolution.
 - Capable of handling people who weigh greater than 500lbs.
 - Touch screen functionality, options to interface with smartphone and/or tablet technology in order to share images necessary for court cases regarding cases of introduction of contraband.
 - Able to import electronic data into the software application of the system to eliminate the need to enter demographic data manually.
 - Allow for emergent situations the ability to enter manual data on a person in order to facilitate and track an initial scan and to reconcile this data once our electronic data transfer occurs.
 - Allows the operator to zoom in and zoom out on an image with suspected contraband as well as allows the operator to compare a current image with a historical image in order to affirm the present or assure no presence of contraband.
 - Demonstrate that it is capable of identifying contraband of diverse types including but not limited to ingested balloons with drugs, weapons, cell phones, metal and plastic items, as well as contraband placed in body orifices.
 - Radiation must only be emitted during the scanning process in order to maximize exposure to the operator or individuals in the vicinity of the equipment.
 - Be capable of being installed through standard 32" door openings.
 - Maintain our department's Prison Rape Elimination Act (PREA) compliance.
 - Be equipped with emergency stop buttons with a redundancy to ensure safety of the person being scanned.
 - Be able to handle a throughput of up to 240 scans per hour at a minimum.
 - Equipped with one or multiple safety rails to assist the person being scanned, dependent on product design.
 - Images produced by the scanner are the property of NH Department of Corrections not the Contractor.
 - Be capable of incorporating the use of bar code scanners, biometric readers or photo identification to auto populate the identification of the person being scanned.
 - Ensure that the proposed scanner can differentiate items such as using Teflon tape molding pancake putty to the body, QR codes and other known vulnerabilities don't interfere with the full body scanners ability to detect contraband.
- 6.4. Installation: The Contractor shall provide all labor, equipment, parts, training and detailed implementation timeline for each scanner per facility. Contractor shall be responsible for any and all permits and/or certifications required by all appropriate regulatory agencies for work to be performed and the security body scanners installed. Contractor shall be responsible for all subcontractor employees' labor/travel expenses during the phase of installation to fully functional operation.
- 6.5. Training: The NH Department of Corrections is seeking a training proposal for staff use that allows for an upfront orientation to the product and how to use it to properly identify contraband.

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- The Contractor should also propose a Train-the-Trainer model in order to limit the on-going costs the NH Department of Corrections would incur as staff adjust their roles in the Department.
 - The preferred initial training would be on-site and on-going training through on-line methodologies should be considered as a training plan in response to this RFP.
 - The Contractor shall provide a detailed training schedule for each scanner per facility.
 - Contractor shall be responsible for all contractor/subcontractor employees' labor/travel expenses relating to any on-site training and/or web-based training services.
 - Training expenses shall be "fully loaded" including, but not limited to: airfare, transportation, hotel, meals, car rental and mileage and incidentals.
- 6.6. **Software:** The Department will need to ensure the product is compatible with our infrastructure and data platforms. The product at a minimum shall be able to:
- Export images into a standard image format such as BMP, JPG, GIF, PNG, etc.
 - Allow the operator to record images into a separate folder when contraband is identified. Date and time should be included in the image to allow for matching to the scan record.
 - Allow the operator to export the scanning records to a central folder in a format that can be accessed using standard software such as PDF, Microsoft Word, TXT, Microsoft Excel, etc.
 - Be able to be networked to allow for accurate dose accumulation measurement to be shared across systems in order to appropriately track an individual's total number of scans.
 - Provide the ability to download images, scanning records and dose accumulation measurements by NH Department of Corrections staff or setup an automated job to send the information on a daily basis.
- 6.7. **Technical Support:** The Department seeks the Contractor to provide access to a 24/7 Toll Free Support Line and 24/7 On-Line Help Desk. In addition, the Contractor to demonstrate their technical support by submitting an escalation matrix to include but not limited to:
- Nature of deficiency to include location of scanner;
 - Status of the current deficiency;
 - Actions plans, dates and times to remedy the deficiency;
 - Expected and actual completion time;
 - Deficiency resolution information to include root cause and preventative actions for future and similar deficiencies; and
 - Identified by; resolved by and work order/case number.
- 6.8. **Warranty:** The Department seeks the Contractor to warranty their product/installation of the full body security scanners to include preventative maintenance.
- Four (4) year warranty on all preventative maintenance, parts, labor, hardware, software upgrades, supplies, shipping, training and travel expenses.
 - Quarterly preventative maintenance for four (4) years.
 - Service warranty shall be backed (in writing) by the manufacturer.
 - Service warranty shall be assumed by the manufacturer (confirmed in writing) in the event of default by the distributor.
 - Provide (locked-in) annual pricing for a two (2) year extended Warranty Plan (quarterly preventative maintenance, parts, labor, hardware, software upgrades, supplies, shipping, training and travel expenses) upon the expiration of the initial four (4) year warranty period.

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- 6.9. NH Department of Corrections Contact: The Director of Security and Training or designee shall contact the Contractor when service is needed.
- 6.10. Contractor Tools and Equipment: The Contractor must furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the Contract. Any tools, containers and vehicles the Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 6.11. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 6.12. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.
- 6.13. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include fingerprinting on all potential employees assigned by the Vendor to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Vendor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
- 6.13.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
- 6.13.2. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or subcontractor employee who does not comply with the criteria identified in Paragraph 6.13.3., below.
- 6.13.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provide services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Security and Training or designee of the NH Department of Corrections;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Individuals on the National Offender Database;
 - Individuals with a history of drug diversion;
 - Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and

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- Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 6.14. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 6.15. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the **business (no personal information)** name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 6.15.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 6.15.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 6.15.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Director of Security and Training or designee, P.O. Box 1806, Concord, NH 03302.
- 6.16. Contractor's Liaison's Responsibilities: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
- 6.16.1. Representing the Contractor on all matters pertaining to the Contract. Such as representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 6.16.2. Monitoring the Contract's compliance with the terms of the Contract and any renewals thereof;
- 6.16.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 6.16.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.17. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and/or any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:

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- 6.17.1. Representing NH Department of Corrections on all matters pertaining to the Contract and any renewals thereof. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
- 6.17.2. Monitoring compliance with the terms of the Contract and any renewals thereof;
- 6.17.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract and any renewals thereof;
- 6.17.4. Meeting with the Contractor's representative on a periodic or as needed basis and resolving issues which arise; and
- 6.17.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract and any renewals thereof.
- 6.18. **Reporting Requirements:** The Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
 - Number of x-ray scans conducted per month by site;
 - Number of x-ray scans by person as by date range and by month; and
 - Number of x-ray images identified as suspect for contraband.
- 6.18.1 Reports and/or information requests shall be forwarded to the NH Department of Corrections, Director of Security and Training or designee, P.O. Box 1806, Concord, NH 03302.
- 6.19. **Performance Evaluation:** NH Department of Corrections shall, at its sole discretion, monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services for the life of the Contract and any renewals thereof.
 - 6.19.1. The NH Department of Corrections, Director of Security and Training or designee, at a minimum of twice a year will assess the performance of the product relative to the Contractor's compliance with the Contract as set forth in the approved Contract. Examples of performance include but not limited to:
 - Time between identified need for repair and actual repair; and
 - Response time by Contractor to the NH Department of Correctional facility when an issue has been identified that cannot be resolved via 24/7 toll free support and/or 24/7 on-line support.
 - Adherence to NH Department of Corrections Policies, Procedures and Directives and Administrative Rules.
 - 6.19.2. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract; and
 - 6.19.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.
 - 6.19.4. Give the Contractor prior notice of any on-site visit requested by the NH Department of Corrections or its agents to conduct an audit review of any records pertaining to the Contract and any renewals thereof.
- 6.20. **Performance Measures:** The NH Department of Corrections shall at its sole discretion:
 - 6.20.1. Inform the Contractor of any dissatisfaction with the contractor's performance and/or product performance and include requirements for corrective action.

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- 6.20.2. Terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
- Not in compliance with the Terms and Conditions and Scope of Services of the Contract and any renewals thereof;
 - Has lost or has been notified of intention to lose their certifications/licensures/permits; and
 - Terminate the Contract and/or renewals thereof as otherwise permitted by law.

7. Other Contract Provisions:

- 7.1. Coordination of Efforts: The Contractor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to NH Department of Corrections as requested by the NH Department of Corrections throughout the effective period of the Contract and any renewals thereof.

8. Bankruptcy or Insolvency Proceeding Notification:

- 8.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the NH Department of Corrections immediately.
- 8.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

9. Embodiment of the Contract:

- 9.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
- 9.1.1. Request for Proposal (RFP), any addendums and any amendments thereto;
 - 9.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 9.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds," after careful consideration of all of the terms and conditions, and that is approved by the Governor and Executive Council of the State of New Hampshire.
- 9.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 9.1.3. shall govern.
- 9.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

10. Cancellation of Contract:

- 10.1. The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation.
- 10.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

**Scope of Services
Exhibit A**

- 10.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor written notice of such termination at least sixty (60) days prior to the effective termination date.
- 10.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) day notice of said cancellation.

11. Contractor Transition:

NH Department of Corrections, at its discretion, for any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

12. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

13. Additional Items/Locations:

Upon agreement of both party's additional equipment and/or other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

14. Information:

- 14.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients/non-adjudicated residents including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- 14.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.
- 14.3. In the event of unauthorized use or disclosure of the inmate/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH Department of Corrections.
- 14.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 14.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

15. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in

**Scope of Services
Exhibit A**

response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/1/9-F/9-F-1.htm>, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under, RSA 91-A:5, IV, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm>. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

Marking the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision in this RFP to the contrary, Contract pricing shall be subject to disclosure upon approval of a contract by the Governor and Executive Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

16. Contractor Personnel:

- 16.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 16.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

17. Notification to the Contractor:

The NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

18. Prison Rape Elimination Act (PREA) of 2003:

Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

19. Administrative Rules, Policies, Regulations and Policies, Procedures and Directives:

Contractor must comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

20. Special Notes:

- 20.1. The headings and footings to the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 20.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 20.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the NH Department of Corrections and the Contractor.
- 20.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 20.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 20.4.2. Secure the Contractor's written agreement to the proposed changes.
- 20.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 20.6. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.
- 20.7. Partial Proposals for the requested Full Body Security Scanner Services for the NH Department of Corrections shall not be accepted.
- 20.8. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 20.9. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.
- 20.10. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage, Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).



State of New Hampshire
Department of Corrections
Division of Administration
PO Box 1806
Concord
New Hampshire 03302

July 17th 2017

Dear Sirs

Re: NHDOC RFP 17-10-GFCOM - RFP for Full Body Security Scanner Services

Please find detailed below our response to each line item under Exhibit A Scope of Services of RFP 17-10-GFCOM, specifically, point (6) General Service Provisions - (6.1) to (6.8)

Our response confirms our compliance with all requirements and that we have a complete understanding of the Scope of Work and Minimum/Mandatory and Security requirements as outlined in RFP 17-10-GFCOM.

6. General Service Provisions:

6.1. Product Requested: The NH Department of Corrections is seeking an x-ray product that will provide a full body scan of prisoners who may be subject to one or more security screenings prior to entering the secure perimeter of a state correctional facility.

- The full body security scanners shall be installed and operated in a manner that only enables the detection of weapons and contraband.
- No image created by a full body scanner shall be copied or duplicated except for images that are used for investigative purposes or show weapons or contraband and are needed as evidence for prosecution.
- The NH Department of Corrections seeks the least invasive image (not displaying genitalia distinctly) with the best ability to still detect contraband inclusive of weapons. Our population often times ingests drugs and other contraband in balloons. The proposed scanners must



- demonstrate they are capable of identifying this level of imagery is available in their scanner.
 - **COMPLY (please see attached NHDoC Technical Capability Overview)**
- 6.2. X-Ray Minimum Standards: The product must demonstrate that it meets American National Standard (ANSI) 43.17 Regulations regarding Radiation Safety for Personnel Security Screening Systems Using X-Ray or Gamma Radiation.
- The product should be designed for low dose, as low as reasonable, to achieve the goal of detecting contraband through x-ray imagery.
 - The operator should be reasonable shielded from radiation exposure as well as the individual being scanned.
- **COMPLY (please see attached Radiation Reports, DHHS Registration, NHDoC SOTER RS Regulation Safety document and NHDoC Technical Capability Overview)**
- 6.3. Operational Minimum Standards: The proposed full body x-ray security scanner will need the capability of:
- Identify make/model, features, dimensions, power requirements, options, upgrades and etc.
 - **COMPLY (please see attached NHDoC Technical Capability Overview and Summary Technical Specification)**
 - Be set to a randomized scan that does not allow the operator nor the person being scanned know whether the scan was an actual scan or a false scan. This function is being requested to reduce the exposure of radiation to person's being scanned.
 - **COMPLY- THIS IS A UNIQUE FEATURE TO OUR SOTER RS (please see attached Technical Capability Overview)**



- Allow the department to select μSv dosages (e.g. 1.0 μSv , 1.5 μSv , 2.0 μSv etc.) in order to generate the clarity of image necessary for the type of contraband suspected in certain cases.
 - **COMPLY (please see attached Summary Technical Specification)**
- Have a monitoring system (dosimeter) that tracks the number of scans by individual person in order to ensure the person is not exposed to over the annual number of allowable scans by dose per the ANSI standards 43.17.
 - **COMPLY (please see attached Technical Capability Overview)**
- The scanner will require no more than 110-120 V power connection.
 - **COMPLY (please see attached Technical Capability Overview and Summary Technical Specification)**
- Lowest possible time used to scan a person in order to maximize the movement of people through the scanning process without reducing image quality preferred high resolution.
 - **COMPLY (please see attached Technical Capability Overview and Summary Technical Specification)**
- Capable of handling people who weigh greater than 500lbs.
 - **COMPLY (please see attached Technical Capability Overview and Summary Technical Specification)**
- Touch screen functionality, options to interface with smartphone and/or tablet technology in order to share images necessary for court cases regarding cases of introduction of contraband.
 - **COMPLY (please see attached Technical Capability Overview)**
- Able to import electronic data into the software application of the system to eliminate the need to enter demographic data manually.
 - **COMPLY (Available through standard database management functionality).**



- Allow for emergent situations the ability to enter manual data on a person in order to facilitate and track an initial scan and to reconcile this data once our electronic data transfer occurs.
– **COMPLY**
- Allows the operator to zoom in and zoom out on an image with suspected contraband as well as allows the operator to compare a current image with a historical image in order to affirm the present or assure no presence of contraband.
– **COMPLY (please see attached Technical Capability Overview)**
- Demonstrate that it is capable of identifying contraband of diverse types including but not limited to ingested balloons with drugs, weapons, cell phones, metal and plastic items, as well as contraband placed in body orifices.
– **COMPLY, as demonstrated during 2016 presentation (please see attached Technical Capability Overview)**
- Radiation must only be emitted during the scanning process in order to maximize exposure to the operator or individuals in the vicinity of the equipment.
– **COMPLY- THIS IS A UNIQUE FEATURE ONLY OFFERED BY OUR SOTER RS (please see attached Technical Capability Overview and Summary Technical Specification)**
- Be capable of being installed through standard 32" door openings.
– **COMPLY (please see attached Summary Technical Specification)**
- Maintain our department's Prison Rape Elimination Act (PREA) compliance.
– **COMPLY (please see attached Technical Capability Overview)**
- Be equipped with emergency stop buttons with a redundancy to ensure safety of the person being scanned.
– **COMPLY**
- Be able to handle a throughput of up to 240 scans per hour at a minimum.
– **COMPLY**



- Equipped with one or multiple safety rails to assist the person being scanned, dependent on product design.
– **COMPLY**
- Images produced by the scanner are the property of NH Department of Corrections not the Contractor.
– **COMPLY**
- Be capable of incorporating the use of bar code scanners, biometric readers or photo identification to auto populate the identification of the person being scanned.
– **COMPLY (please see attached Technical Capability Overview)**
- Ensure that the proposed scanner can differentiate items such as using Teflon tape molding pancake putty to the body, QR codes and other known vulnerabilities don't interfere with the full body scanners ability to detect contraband.
– **COMPLY**

6.4. Installation: The Contractor shall provide all labor, equipment, parts, training and detailed implementation timeline for each scanner per facility. Contractor shall be responsible for any and all permits and/or certifications required by all appropriate regulatory agencies for work to be performed and the security body scanners installed. Contractor shall be responsible for all subcontractor employees' labor/travel expenses during the phase of installation to fully functional operation.
– **COMPLY**

6.5. Training: The NH Department of Corrections is seeking a training proposal for staff use that allows for an upfront orientation to the product and how to use it to properly identify contraband

- The Contractor should also propose a Train-the-Trainer model in order to limit the on-going costs the NH Department of Corrections would incur as



staff adjust their roles in the Department.

- The preferred initial training would be on-site and on-going training through on-line methodologies should be considered as a training plan in response to this RFP.
- The Contractor shall provide a detailed training schedule for each scanner per facility.
- Contractor shall be responsible for all contractor/subcontractor employees' labor/travel expenses relating to any on-site training and/or web-based training services.
- Training expenses shall be "fully loaded" including, but not limited to: airfare, transportation, hotel, meals, car rental and mileage and incidentals.
– **COMPLY (please see attached NHDcC Training Plan)**

6.6. Software: The Department will need to ensure the product is compatible with our infrastructure and data platforms. The product at a minimum shall be able to:

- Export images into a standard image format such as BMP, JPG, GIF, PNG, etc.
– **COMPLY**
- Allow the operator to record images into a separate folder when contraband is identified. Date and time should be included in the image to allow for matching to the scan record.
– **COMPLY**
- Allow the operator to export the scanning records to a central folder in a format that can be accessed using standard software such as PDF, Microsoft Word, TXT, Microsoft Excel, etc.
– **COMPLY**
- Be able to be networked to allow for accurate dose accumulation measurement to be shared across systems in order to appropriately track an individual's total number of scans.



– **COMPLY**

- Provide the ability to download images, scanning records and dose accumulation measurements by NH Department of Corrections staff or setup an automated job to send the information on a daily basis.

– **COMPLY (please see attached Technical Capability Overview)**

6.7. Technical Support: The Department seeks the Contractor to provide access to a 24/7 Toll Free Support Line and 24/7 On-Line Help Desk. In addition, the Contractor to demonstrate their technical support by submitting an escalation matrix to include but not limited to:

- Nature of deficiency to include location of scanner;
 - Status of the current deficiency;
 - Actions plans, dates and times to remedy the deficiency;
 - Expected and actual completion time;
 - Deficiency resolution information to include root cause and preventative actions for future and similar deficiencies; and
- Identified by; resolved by and work order/case number.

– **COMPLY (please see Escalation Matrix)**

6.8. Warranty: The Department seeks the Contractor to warranty their product/installation of the full body security scanners to include preventative maintenance.

- Four (4) year warranty on all preventative maintenance, parts, labor, hardware, software upgrades, supplies, shipping, training and travel expenses.
- Quarterly preventative maintenance for four (4) years.
- Service warranty shall be backed (in writing) by the manufacturer.
- Service warranty shall be assumed by the manufacturer (confirmed in writing) in the event of default by the distributor.



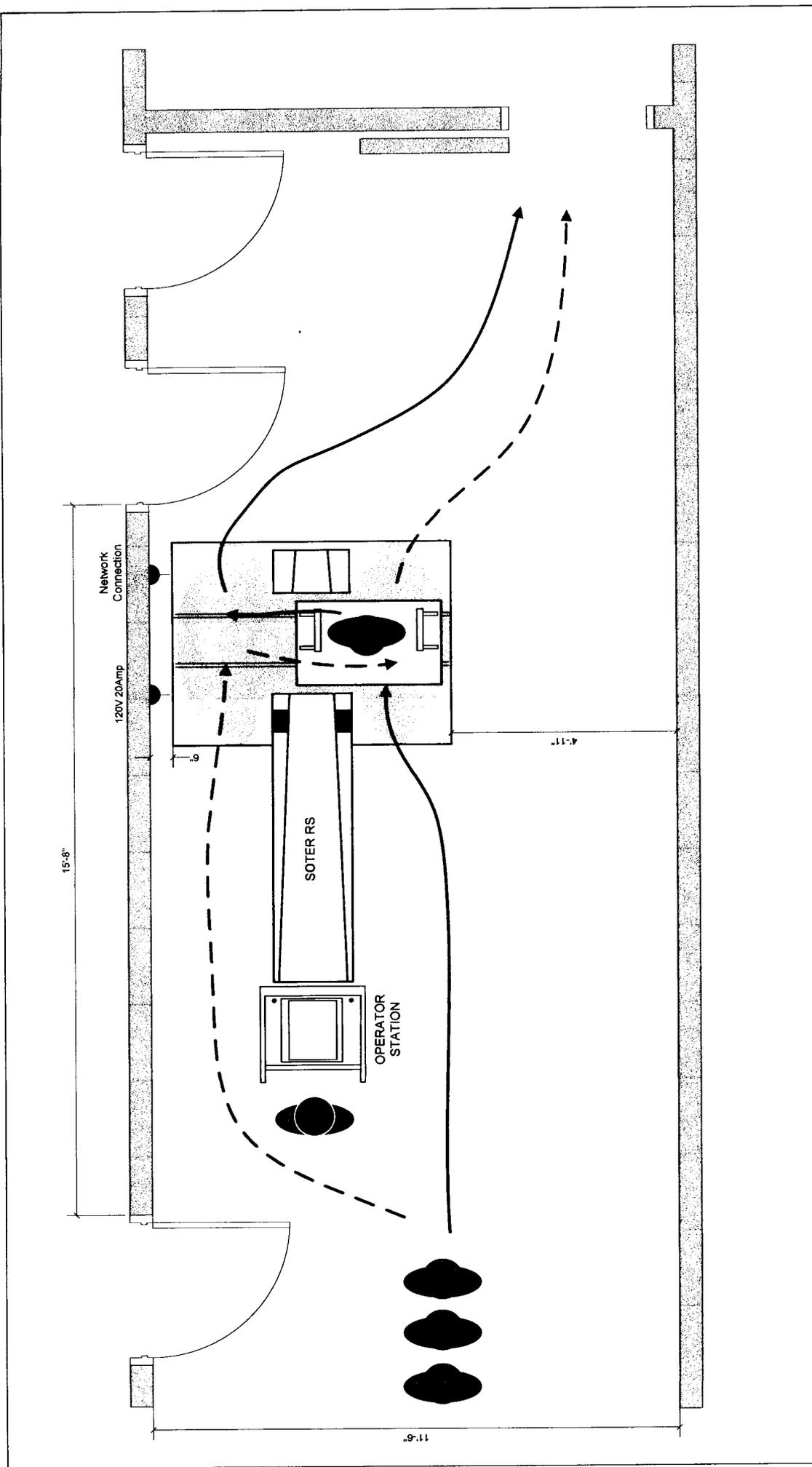
- Provide (locked-in) annual pricing for a two (2) year extended Warranty Plan (quarterly preventative maintenance, parts, labor, hardware, software upgrades, supplies, shipping, training and travel expenses) upon the expiration of the initial four (4) Year warranty period.
 - **COMPLY (please see Commercial Proposal)**

Yours faithfully

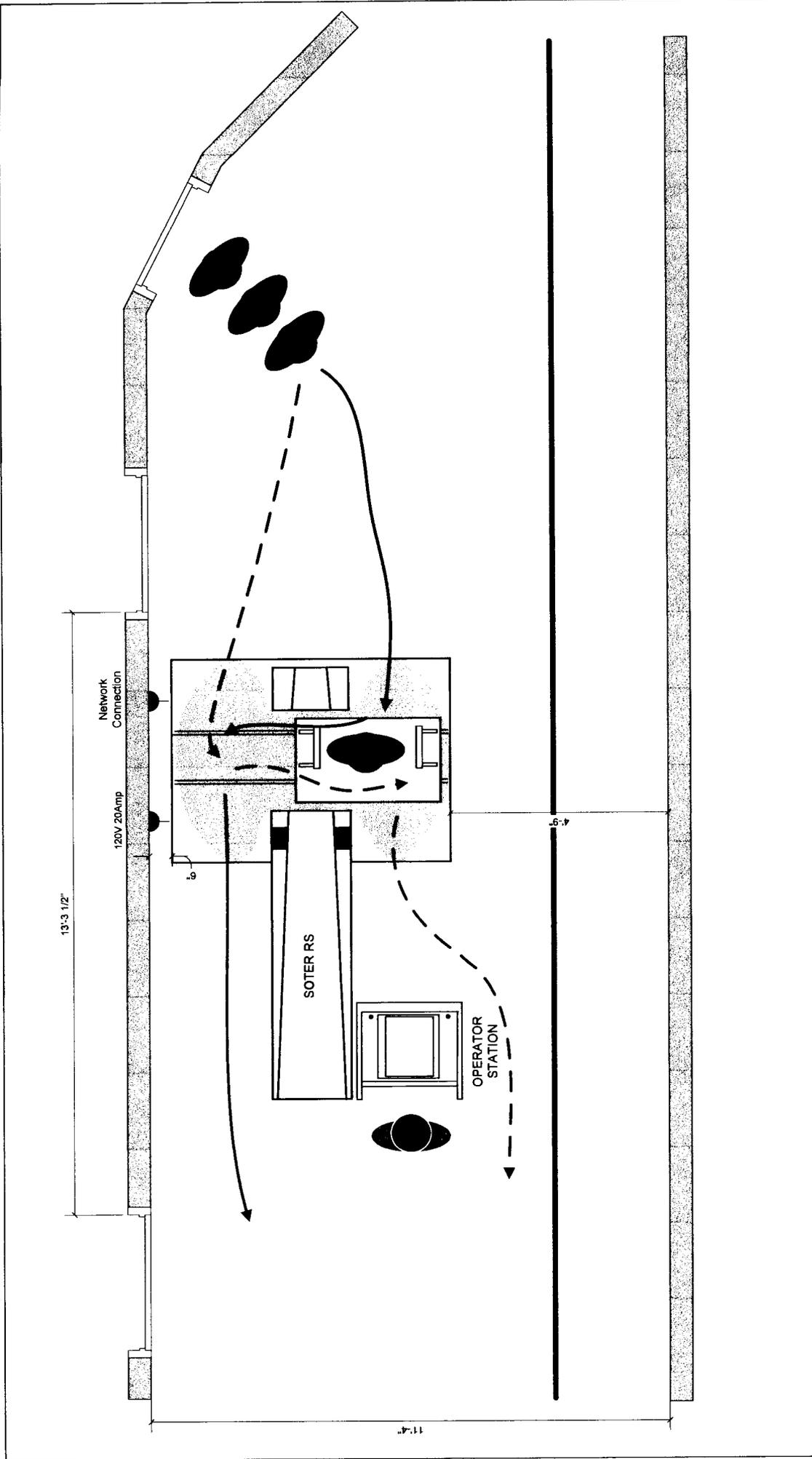
A handwritten signature in black ink, appearing to read 'John Shannon', with a long horizontal flourish extending to the right.

John Shannon
President
OD Security North America

Office **1.844.99.SOTER**
Direct **1.979.777.1331**
www.ODSecurityNA.com



	Client		New Hampshire DoC – Northern Correctional Facility	
	Title		SOTER RS Body Scanner Proposed Layout @ B Building Main Corridor	
Drawn By	Date	Size	DWG NO	REV
Lukas J Richter	06/19/2017		ODSNA0090/2017	1
SCALE			Do not Use	SHEET
				1 OF 1



The Yellow Area illustrates the Radiation Exposure Footprint during a scan (Typical 1.5µS).
Note: X-ray generator is only energized during the scan process!!



DRAWN BY
Lukas J Richter
 DATE
06/19/2017

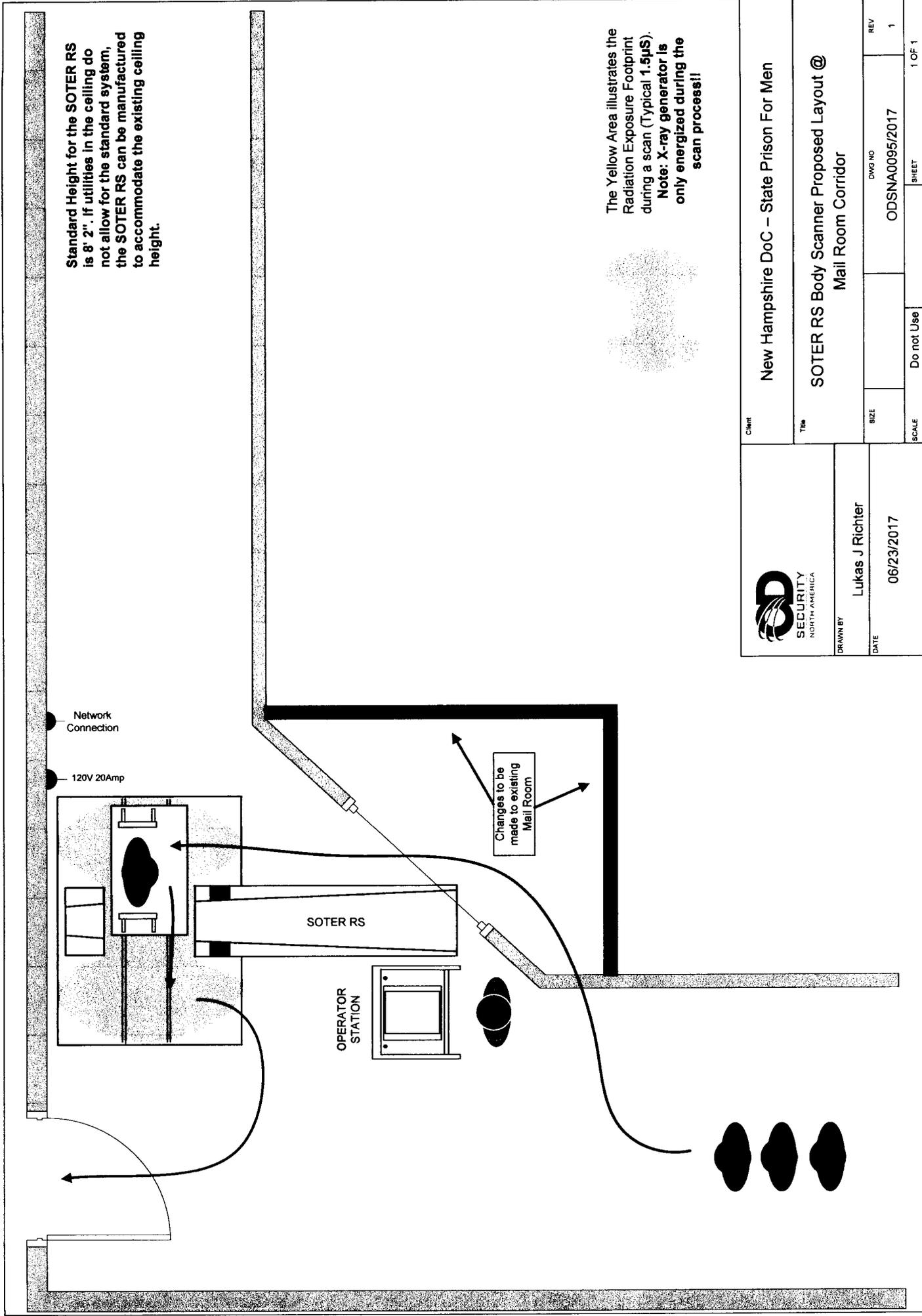
Client
New Hampshire DoC – Northern Correctional Facility

Title
SOTER RS Body Scanner Proposed Layout @ Intake / Reception

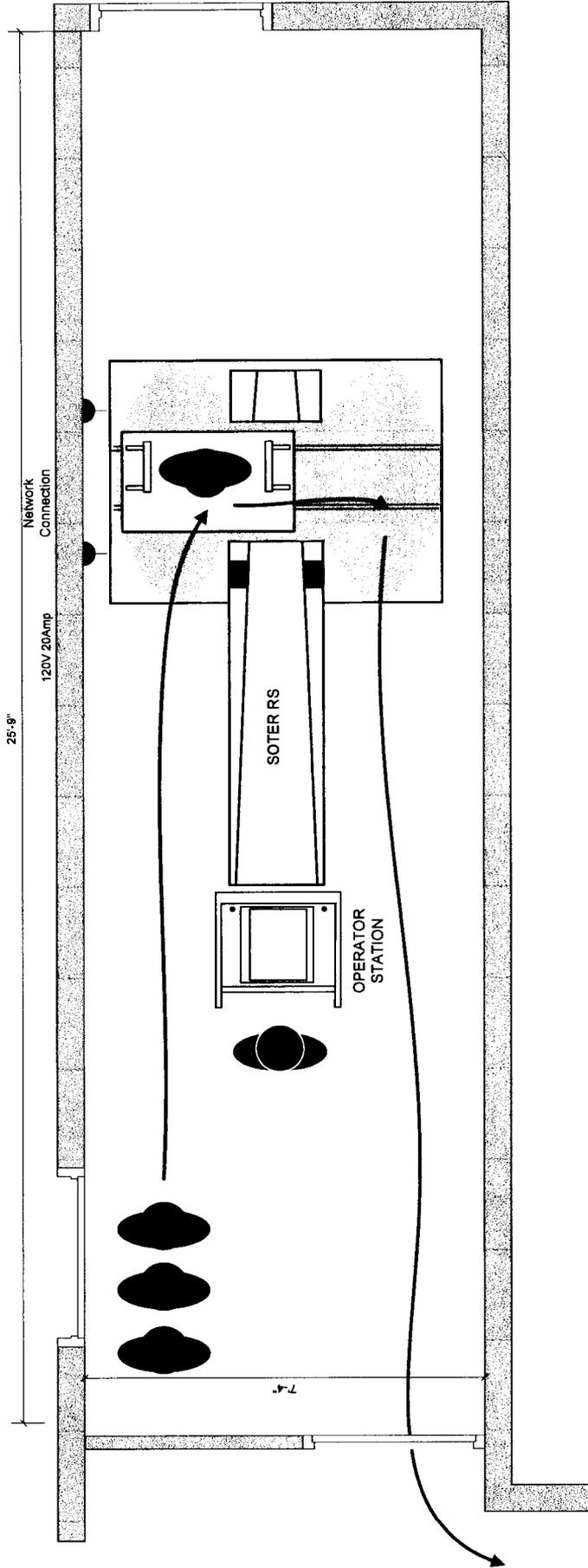
SIZE	DWG NO	REV
	ODSNA0091/2017	1
SCALE	Do not Use	
	SHEET	
	1 OF 1	

Standard Height for the SOTER RS is 8' 2". If utilities in the ceiling do not allow for the standard system, the SOTER RS can be manufactured to accommodate the existing ceiling height.

The Yellow Area illustrates the Radiation Exposure Footprint during a scan (Typical 1.5µS).
 Note: X-ray generator is only energized during the scan process!!



	Client	New Hampshire DoC – State Prison For Men		
	Title	SOTER RS Body Scanner Proposed Layout @ Mail Room Corridor		
Drawn By	DATE	SIZE	DWG NO	REV
Lukas J Richter	06/23/2017		ODSNA0095/2017	1
		SCALE	Do not Use	SHEET 1 OF 1



	Client	New Hampshire DoC – State Prison For Men		
	Title	SOTER RS Body Scanner Proposed Layout @ Reception & Diagnostics		
Drawn By	DATE	SIZE	DWG NO	REV
Lukas J Richter	06/20/2017		ODSNA0092/2017	1
		SCALE	SHEET	1 OF 1
		Do not Use		

Visitors Hall

15'-8"

New Body Scanner Room
to be build

OPERATOR
STATION

SOTER RS

Existing Visitors Hall
Search Room

120V 20Amp

Network
Connection

8'-8"

Standard Height for the SOTER RS is 8' 2". If utilities in the ceiling do not allow for the standard system, the SOTER RS can be manufactured to accommodate the existing ceiling height.



SECURITY NORTH AMERICA

DRAWN BY
Lukas J Richter

DATE
06/23/2017

Client
New Hampshire DoC – State Prison For Men

The
SOTER RS Body Scanner Proposed Layout @
Visitor Area / Hall

SIZE
Do not Use

DWG NO
ODSNA0094/2017

REV
1

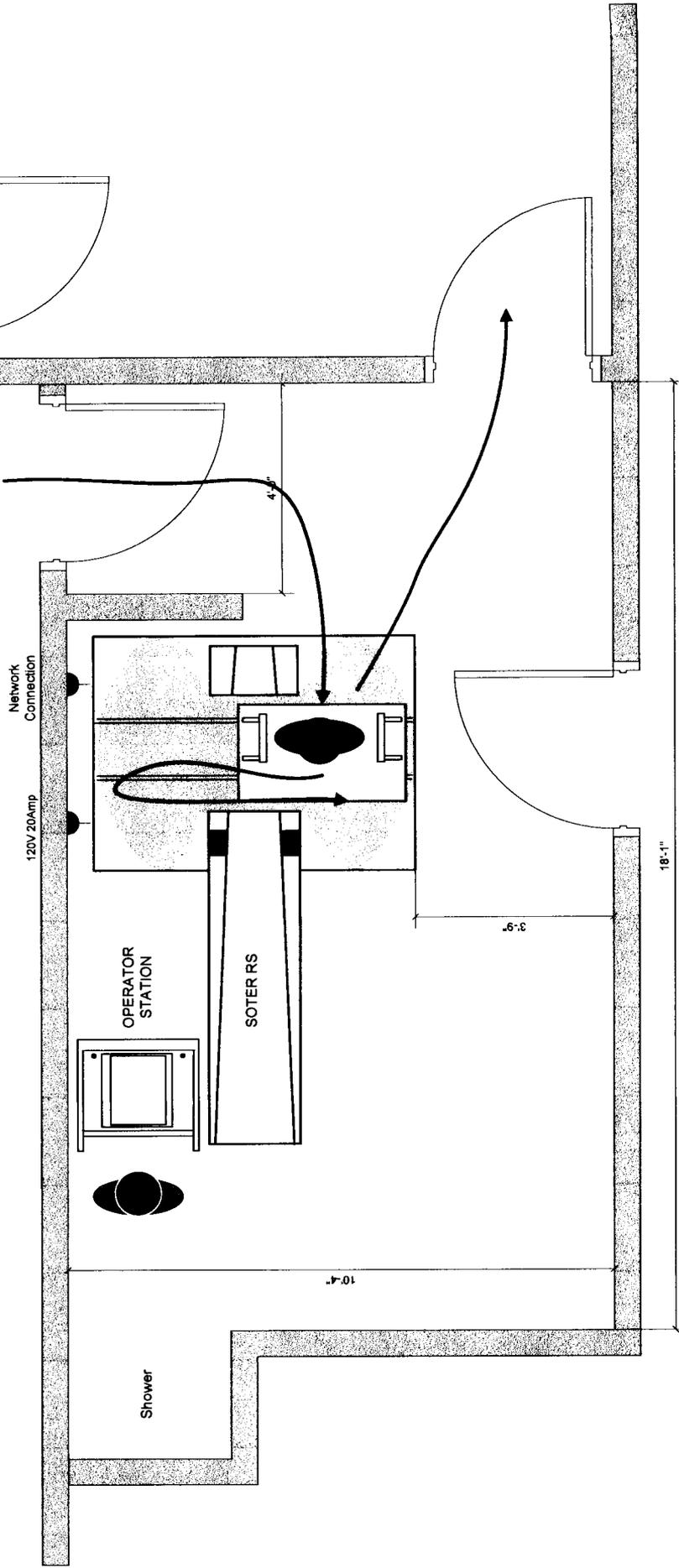
SCALE
1 OF 1

The Yellow Area illustrates the Radiation Exposure Footprint during a scan (Typical 1.5µS).
Note: X-ray generator is only energized during the scan process!!



Standard Height for the SOTER RS is 8' 2". If utilities in the ceiling do not allow for the standard system, the SOTER RS can be manufactured to accommodate the existing ceiling height.

Visitors Hall



SECURITY NORTH AMERICA

DRAWN BY: Lukas J Richter
DATE: 06/20/2017

Client: New Hampshire DoC – State Prison For Men
Title: SOTER RS Body Scanner Proposed Layout @ Visitor Search Room

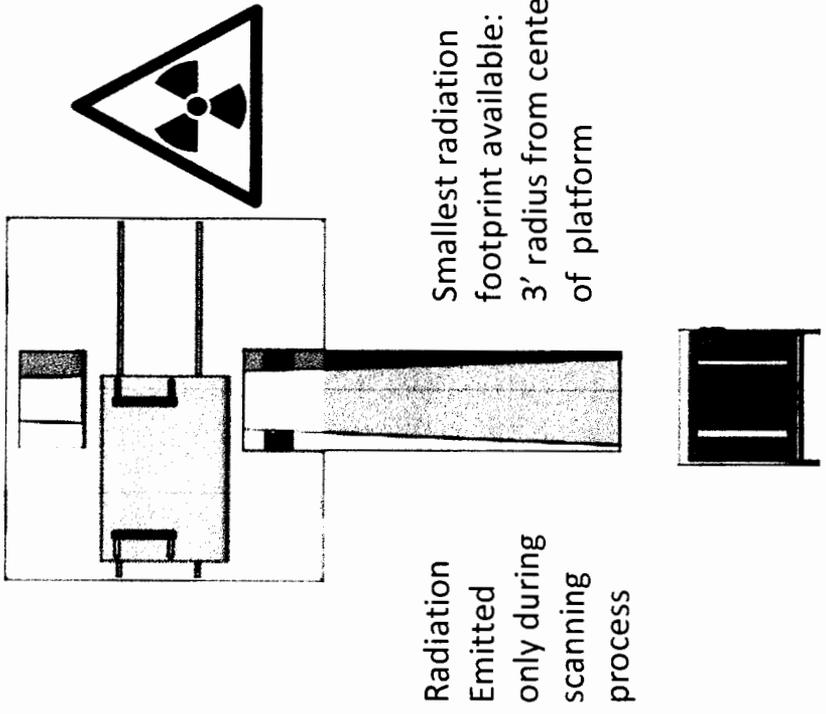
SIZE: DWG NO: ODSNA0093/2017
SCALE: Do not Use
REV: 1
SHEET: 1 OF 1

The Yellow Area illustrates the Radiation Exposure Footprint during a scan (Typical 1.5µS).
Note: X-ray generator is only energized during the scan process!!



Regulation and Safety of the SOTER RS

- FDA ANSI 43.17-2009 Regulations – 250 μ S Annual Dose



- Dose Management software ensures that the regulated annual dose limit will not be exceeded
- Completely Lead Lined Delta Frame ensures the smallest radiation footprint

- SOTER RS is designed with following core values:

- Low-Dose, Harmless X-ray
- Time-Distance-Shielding
- As Low As Reasonable Achievable –"ALARA"

- During scanning, no personnel should be in yellow highlighted area.

- In case of accidental breach into Radiation Safety Zone, use Emergency Stop procedure.



SOTER RS

INDUSTRY LEADING CONTRABAND DETECTION

New Hampshire Department of Corrections NHDOC RFP 17-10-GFCOM Training Plan

PREPARED BY



John Shannon
OD Security North America
2453 Daniel Island Drive,
Daniel Island, SC 29492

PROPOSAL DATE
July 17, 2017

Training Plan

NHDOC Staff will be provided with a tailored Training Program for the SOTER RS, that will be specifically developed based on the nature of contraband risk experienced by each Facility and discussed (and agreed) with Senior Command Staff prior to commencement.

Our Training Program has been successfully designed and delivered in Georgia, New Mexico, Texas, Tennessee, Utah, Colorado, Alabama, Virginia, Maryland, Kentucky, Missouri, California, Ohio, Indiana, Rhode Island, Wisconsin, Massachusetts and Louisiana and forms an integral part of our State Approval for Use/Registration protocol.

The Training Program will be designed with the following output based objectives:

1. Reduction of contraband entering State Facilities.
 2. Reduction of incidents resulting from contraband entering State Facilities.
 3. Reduction in the potential for injury or loss of life to Staff and Inmates.
 4. Compliance with State of New Hampshire Legislation to qualify personnel to obtain the necessary certification to operate the Systems within State Guidelines.
- Operator Manuals and Administrator Manuals will be produced specifically for each Facility and issued two weeks ahead of the scheduled installation dates to assist Operator “familiarization”;
 - Our ODSNA Senior Trainer, who is a State Registered Radiation Safety Officer, will deliver the Radiation Safety and SOTER RS Operator training on-site immediately following installation.
 - Our Senior Trainer will provide 2 days of Didactive and Realistic training with the Operator Teams including, as a minimum -

Pre-operational checks, operation of the system, subject positioning, interpretation of images, procedures to follow if the System is damaged or malfunctions; file storage and retrieval and reporting;

Familiarity with the information being provided to the inmate;

Operating and emergency procedures;

Security procedures to prevent unauthorized use or access;

Operator awareness and control of inspection zones

Radiation Safety, including the following –

Types of radiation;

Sources and common exposures;

Units of measurement;

Time, distance and shielding;

Concept of As Low as Reasonably Achievable (ALARA);
Biological effects of radiation and radiation risks;
Operating and Emergency procedures

- The Realistic Training will be supported by the attendance of a **Member of our Client User Group** (where Staff from our current client base share their real experiences of operating the System);
- A **“Train the Trainer”** program will be developed and delivered to the Administrator Teams during the week of installation/product training to empower each Facility for Operator staff changes;
- Each NHDOC Operator will be **accredited** as SOTER RS Operator compliant;
- On-line Training, including image analysis, is available with the Help-Desk through-out the period of the contract;
- Following installation, on-site training can be provided to accredited standards to additional personnel;
- One day Refresher training will be delivered at each Facility after Month 3, as well as available to the Initial Operator Team and other Trained Operators during the Annual System calibration and Annual Accreditation process;
- We are the **only Vendor** to have developed an **On-line Operator Training Program** offering NHDOC the ability to introduce **annual Operator Re-certification**, and Whole-life Learning Programs;
- We are the **only Vendor** to have designed and developed a **mobile Tablet Training Function** to allow real-world training to be delivered anywhere and any time.

**Estimated Budget/Method of Payment
Exhibit B**

2. Estimated Budget:

Estimated Budget should include detailed all inclusive pricing information with no hidden fees to include initial and subsequent annual pricing for the following, but not limited to:

- Scanner(s)
- Hardware/Software, including network server minimum specifications
- Installation (parts, labor, travel expenses)
- Maintenance (preventative, parts, labor, travel expenses &etc.)
- Technical Support
- Warranty
- Training (on-site, travel expenses and/or web-based)

Please use the following list of locations below where NHDOC is seeking placement of a scanner to establish the Estimated Budget Schedules.

Facility	Locations		
NHSP-Men	Reception & Diagnostic	Visiting Room Exit to Secure Perimeter	Entrance Secure Perimeter CP-5
NNHCF	Reception & Diagnostic	Visiting Room Exit to Secure Perimeter	
Secure Psychiatric Unit	Zone 7 – Entrance		
NCHF-W	Reception & Diagnostic	Visiting Room Exit to Secure Perimeter	

Pursuant to Legislation passed in the State of NH, 263:4 Appropriation; Department of Corrections; Scanners for State Correctional Facilities. In addition to any other funds appropriated to the Department of Corrections, the sum of \$1,110,000 for the fiscal year ending June 30, 2017 is hereby appropriated to the department for the purchase and installation of six (6) full body security scanners in the state correctional facilities. Three of the scanners shall be installed in the state prison for men in Concord, two (2) scanners shall be installed in the Northern NH Hampshire Correctional Facility in Berlin, and one (1) scanner shall be installed in the new state prison for women. The governor is authorized to draw a warrant for said sum out of any money in the treasury not otherwise appropriated.

Please insert pricing information worksheets/documentation after this page, upon submittal of proposal.

The remainder of this page is intentionally blank.



SOTER RS

INDUSTRY LEADING CONTRABAND DETECTION

**New Hampshire Department of Corrections
NHDOC RFP 17-10-GFCOM
Commercial Proposal**

PREPARED BY



John Shannon
OD Security North America
2453 Daniel Island Drive,
Daniel Island, SC 29492

PROPOSAL DATE

July 17, 2017

Commercial Proposal

Delivered, installed and calibrated (F.O.B Destination) – at locations as instructed/directed by the New Hampshire Department of Corrections

SOTER RS Full Body Security Scanning System
--

Unit Cost - \$101,250

Includes - Shipping, Installation, Calibration and Testing, Operator and Administrator Training, **6-years Full Manufacturer's Warranty** (parts and labor, to include time and travel associated with servicing and maintenance)

Delivery and installation - first installation within 30 days upon Governor and Executive Council approval and Purchase Order, then on basis of weekly installation program.

Proposal includes –

- Provision of 24/7 Toll Free Support Line and 24/7 On-Line Help Desk
- Same day Technical/Engineering Support (**NH based Technicians**)
- Quarterly preventative maintenance (for 6 years)
- Annual re-calibration and Annual State HHS Certification (for 6 years)
- **All software upgrades through-out term of contract**
- **Provision of Random Scanning Software Upgrade**
- **Provision of Biometric Hardware/Software Upgrade**
- **Provision of PREA Compliant Software Upgrade**
- **Networking of SOTER RS Systems**
- **Provision of 1 x SOTER RS Handheld Tablet and Proprietary Operating Software License**

Additional Features

1. Provision of Full Warranty (Maintenance/Service) Contract (parts and labor and including time and travel) year 7 onwards

\$11,750 annually, payable in advance

2. Provision of additional Handheld Tablets and Proprietary Operating Software License

\$2,100 per Unit annually, payable in advance

3. On-line Operator Training License (including Annual Operator Re-certification)

\$175 per Operator annually, payable in advance

**Estimated Budget/Method of Payment
Exhibit B**

3. Method of Payment:

- 3.1. Invoices shall be sent to the NH Department of Corrections, Director of Security and Training, PO Box 1806, Concord, NH 03302-1806.
- 3.2. Invoices shall be submitted no later than sixty (60) days post-date of services rendered.
- 3.3. Once approved, the original invoices shall be forwarded to the Accounts Payable unit of the Department's Bureau of Financial Services for processing.
- 3.4. The NH Department of Corrections, Bureau of Financial Services, may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information, but not limited to:
 - 3.4.1. Invoice date and number;
 - 3.4.2. Facility name and associated Contractor account number (if applicable) representing the facility name.
 - 3.4.3. Itemized product/service total charge per product/service type.
- 3.5. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.
- 3.6. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on June 30, 2018.

4. Appropriation of Funding:

- 4.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
 - 4.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
 - 4.1.2. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the Contract.

The remainder of this page is intentionally blank.

SECTION F: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

The remainder of this page is intentionally blank.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdcc

William L. Wrenn
Commissioner

Robin H. Maddaus
Director

ADDENDUM # 1 to RFP 17-10-GFCOM

**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND
SUBMITTED WITH THE VENDOR'S BID RESPONSE.**

RFP: 17-10-GFCOM Full Body Security Scanner Services

RFP Deadline: June 30, 2017, no later than 2:00 EST

- (1) Addendum Descriptor: Change/Correction/Clarification: Explanation narrative below the table listing location placement of scanners to establish the Estimated Budget Schedules, Estimated Budget/Method of Payment, Exhibit B, p. 30 of 34.

Delete: "Pursuant to Legislation passed in the State of NH, 263:4 Appropriation; Department of Corrections; Scanners for State Correctional Facilities. In addition to any other funds appropriated to the Department of Corrections, the sum of \$1,110,000 for the fiscal year ending June 30, 2017 is hereby appropriated to the department for the purchase and installation of six (6) full body security scanners in the state correctional facilities. Three of the scanners shall be installed in the state prison for men in Concord, two (2) scanners shall be installed in the Northern NH Hampshire Correctional Facility in Berlin, and one (1) scanner shall be installed in the new state prison for women. The governor is authorized to draw a warrant for said sum out of any money in the treasury not otherwise appropriated."

Insert: "Pursuant to Legislation, pending signature of the Governor, in the State of NH, HB517, 140 Department of Corrections; Appropriation for Scanners in State Correctional Facilities. Amend 2016, 263:4 to read as follows: 263:4 Appropriation; Department of Corrections; Scanners for State Correctional Facilities. In addition to any other funds appropriated to the department of corrections, the sum of \$1,110,000 for the ~~[fiscal year]~~ *biennium* ending June 30, ~~[2017]~~ *2019* is hereby appropriated to the department, *\$1,000,000 of which shall be used* for the purchase and installation of ~~[6]~~ full body security scanners in ~~[the]~~ state correctional facilities, *and \$110,000 of which shall be used to fund 2 canine teams at the department of corrections.* ~~[Three of the scanners shall be installed in the state prison for men in Concord, 2 scanners shall be installed in the northern New Hampshire correctional facility in Berlin, and one scanner shall be installed in the new state prison for women.]~~ The governor is authorized to draw a warrant for said sum out of any money in the treasury not otherwise appropriated."

Delete: "Please insert pricing information worksheets/documentation after this page, upon submittal of proposal."

Insert: "Please insert pricing information worksheets/documentation after this page not to exceed \$1,000,000.00 in cost upon submittal of proposal. The NH Department of Corrections reserves the right to determine at its discretion where and the amount of scanners that will be installed/located based on the Vendor's proposal."

Promoting Public Safety through Integrity, Respect, Professionalism, Accountability and Collaboration



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

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TDD Access: 1-800-735-2964
www.nh.gov/nhdcc

William L. Wrenn
Commissioner

Robin H. Maddaus
Director

ADDENDUM # 2 to RFP 17-10-GFCOM

**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND
SUBMITTED WITH THE VENDOR'S BID RESPONSE.**

RFP: 17-10-GFCOM Full Body Security Scanner Services

RFP Deadline: June 30, 2017, no later than 2:00 EST

- (1) Addendum Descriptor: Change/Correction/Clarification: Explanation narrative below the table listing location placement of scanners to establish the Estimated Budget Schedules, Estimated Budget/Method of Payment, Exhibit B, p. 30 of 34.

Delete: "Pursuant to Legislation passed in the State of NH, 263:4 Appropriation; Department of Corrections; Scanners for State Correctional Facilities. In addition to any other funds appropriated to the Department of Corrections, the sum of \$1,110,000 for the fiscal year ending June 30, 2017 is hereby appropriated to the department for the purchase and installation of six (6) full body security scanners in the state correctional facilities. Three of the scanners shall be installed in the state prison for men in Concord, two (2) scanners shall be installed in the Northern NH Hampshire Correctional Facility in Berlin, and one (1) scanner shall be installed in the new state prison for women. The governor is authorized to draw a warrant for said sum out of any money in the treasury not otherwise appropriated."

Insert: "Pursuant to Legislation, pending signature of the Governor, in the State of NH, HB517, 140 Department of Corrections; Appropriation for Scanners in State Correctional Facilities. Amend 2016, 263:4 to read as follows: 263:4 Appropriation; Department of Corrections; Scanners for State Correctional Facilities. In addition to any other funds appropriated to the department of corrections, the sum of \$1,110,000 for the ~~fiscal year~~ *biennium* ending June 30, ~~2017~~ *2019* is hereby appropriated to the department, *\$1,000,000 of which shall be used* for the purchase and installation of ~~6~~ *6* full body security scanners in ~~the~~ *the* state correctional facilities, *and \$110,000 of which shall be used to fund 2 canine teams at the department of corrections.* ~~[Three of the scanners shall be installed in the state prison for men in Concord, 2 scanners shall be installed in the northern New Hampshire correctional facility in Berlin, and one scanner shall be installed in the new state prison for women.]~~ The governor is authorized to draw a warrant for said sum out of any money in the treasury not otherwise appropriated."

Delete: "Please insert pricing information worksheets/documentation after this page, upon submittal of proposal."

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Promoting Public Safety through Integrity, Respect, Professionalism, Accountability and Collaboration



STATE OF NEW HAMPSHIRE
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DIVISION OF ADMINISTRATION

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TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

William L. Wrenn
Commissioner

Robin H. Maddaus
Director

ADDENDUM # 3 to RFP 17-10-GFCOM

**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND
SUBMITTED WITH THE VENDOR'S BID RESPONSE.**

RFP: 17-10-GFCOM Full Body Security Scanner Services

RFP Deadline: July 17, 2017, no later than 2:00 EST

(1) Addendum Descriptor: Change/Correction/Clarification: The **closing date** for the NHDOC 17-10-GFCOM Full Body Security Scanner Services has been changed **from June 30, 2017 to July 17, 2017.**

Promoting Public Safety through Integrity, Respect, Professionalism, Accountability and Collaboration

State of NH, Department of Corrections
Commissioner's Office

RFP 17-10-GFCOM, closing date: 6/30/2017

Contractor Initials: JS



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

William L. Wrenn
Commissioner

Robin H. Maddaus
Director

ADDENDUM # 4 to RFP 17-10-GFCOM

**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND
SUBMITTED WITH THE VENDOR'S BID RESPONSE.**

RFP: 17-10-GFCOM Full Body Security Scanner Services

RFP Clarification: 32.1. Table of Scoring Criteria, Page 10 of 34

- (1) Addendum Descriptor: Change/Correction/Clarification: The **Total of all Categories** to Table 32.1. Table of Scoring Criteria found on page 10 of 34 shall read **1000** points not **100** points.

Promoting Public Safety through Integrity, Respect, Professionalism, Accountability and Collaboration

State of NH, Department of Corrections
Commissioner's Office

RFP 17-10-GFCOM, closing date: 6/30/2017

Contractor Initials: JS

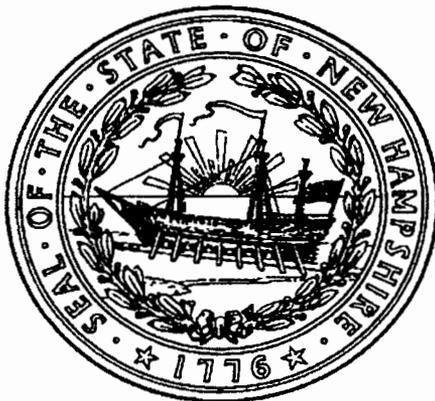
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that OD SECURITY NORTH AMERICA LLC is a Texas Limited Liability Company registered to transact business in New Hampshire on July 14, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **774823**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of July A.D. 2017.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	OD SECURITY NORTH AMERICA LLC	Business ID:	774823
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	07/14/2017	Name in State of Formation:	OD SECURITY NORTH AMERICA LLC
Date of Formation in Jurisdiction:	11/16/2012		
Principal Office Address:	501 Graham Road, College Station, TX, 77845, USA	Mailing Address:	2453 Daniel Island Drive, Daniel Island, SC, 29492, USA
Citizenship / State of Formation:	Foreign/Texas		
		Last Annual Report Year:	N/A
		Next Report Year:	2018
Duration:	Not Stated		
Business Email:	john.shannon@ODSecurityNA.com	Phone #:	979-777-1331
Notification Email:	john.shannon@ODSecurityNA.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Manufacturing	Irradiation Apparatus Manufacturing

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: Registered Agent Solutions, Inc.

Registered Office Address: 10 Ferry Street 313, Concord, NH, 03301, USA

Registered Mailing Address: 10 Ferry Street 313, Concord, NH, 03301, USA

Certificate of Authority # 2

(Corporation or LLC- Contract Specific, date specific)

Corporate Resolution

I, MELISSA SHANNON, hereby certify that I am duly elected Clerk/Secretary of
(Name)

OD Security North America, LLC . I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on JANUARY
(Month)

26TH, 20 18 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That John Shannon, President is duly authorized to enter into a
(Name and Title)

contract or agreements on behalf of OD Security North America, LLC with the
(Name of Corporation or LLC)

NH Department of Corrections State of New Hampshire and further is
(Name of State Agency)

authorized to execute any documents which may in his/her judgment be desirable or necessary to
effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of
the JANUARY 26TH, 20 18 . I further certify that it is understood that the State of New
(Month) (Day) (Year)

Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position
indicated and that they have full authority to bind the corporation to the specific contract indicated.

DATED: 01/26/18

ATTEST: 
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Koty-Leavitt Insurance Agency, Inc. 6992 E. Broadway Blvd Tucson AZ 85710-2803		CONTACT NAME: *Neal Frisinger PHONE (A/C, No, Ext): (520)571-1900 FAX (A/C, No): (520)571-9667 E-MAIL ADDRESS: neal-frisinger@leavitt.com	
INSURED OD Security North America, LLC 2453 Daniel Island Drive Daniel Island SC 29492		INSURER(S) AFFORDING COVERAGE INSURER A Granite State Insurance NAIC # 23809 INSURER B National Union Fire Ins Co PA 019445 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 Annual Certificates **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		02LX024057918-3	4/14/2017	4/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ INCLUDED
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		02CA069969080-0	4/14/2017	4/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		29UD042865443-3	4/14/2017	4/14/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

The NH Department of Corrections PO box 1806 Concord, NH 03302-1806	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Schneider (KL)/CAZH <i>Daniel Schneider</i>
--	--



State of New Hampshire
Department of Corrections
Division of Administration
PO Box 1806
Concord
New Hampshire 03302

February 14th 2018

Dear Ms Lind

Re: NHDOC RFP 17-10-GFCOM - RFP for Full Body Security Scanner Services

Part of our submission to the above RFP, included the provision of our Certificate of Insurance. As detailed on our Certificate our current coverage is scheduled to renew on April 14th 2018.

I can confirm that our renewal proposal has already been submitted to our Insurance Agent and Underwriter (who have provided coverage since our business incorporation).

I anticipate renewal being in place prior to our current renewal date, a copy of which will be forwarded to you immediately upon receipt.

Yours sincerely

John Shannon
President
OD Security North America

Office **1.844.99.SOTER**
Direct **1.979.777.1331**
www.ODSecurityNA.com

State of New Hampshire
Department of Corrections
Division of Administration
PO Box 1806
Concord, New Hampshire 03302

February 14, 2018

Dear Ms. Lind

Re: NHDOC RFP 17-10-GFCOM - RFP for Full Body Security Scanner Services

I have received OD Security North America's Renewal Application for renewal and it has been reviewed, quoted and will be reviewed by underwriting as per our normal procedure.

OD Security North America has been a customer since incorporation and I do not anticipate any issue with their renewal.

Once coverage has been bound, we will be able to issue proof of insurance immediately in the form of a certificate of insurance.

Please let me know if you have any questions.

Sincerely,



Suzanne Baldwin,
Insurance Agent
Koty Leavitt Insurance Agency
6992 E. Broadway Blvd
Tucson AZ 85710-2803
Sue-baldwin@leavitt.com
520-512-5118 Direct Line

**New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit**

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

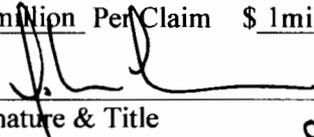
- The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

\$ 1million Per Claim \$ 1million Per Incident/Occurrence \$ 3million General Aggregate

 PRESIDENT 01/26/18
Signature & Title OD SECURITY NORTH AMERICA Date

This acknowledgement must be returned with your proposal.

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

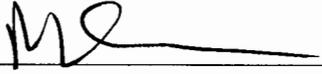
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.
- i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
 - (1) knives and knife-like weapons, clubs and club-like weapons,
 - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (4) pornography or pictures of visitors or prospective visitors undressed,
 - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

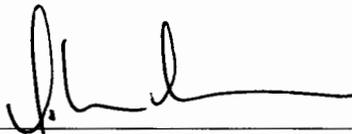
JOHN SHANNON  01/26/18
Name Signature Date

Melissa Shannon  01/26/18
Witness Name Signature Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

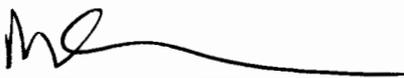
1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

John Shannon
Name


Signature

01/26/18
Date

Melissa Shannon
Witness Name


Signature

01/26/18
Date

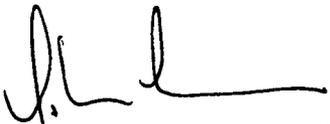
NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

John Shannon
Name


Signature

01/26/18
Date

Melissa Shannon
Witness Name


Signature

01/26/18
Date



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**Helen E. Hanks
Commissioner**

**Robin Maddaus
Director**

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

**PRISON RAPE ELIMINATION ACT
ACKNOWLEDGEMENT FORM**

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a “zero-tolerance” policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the “zero tolerance” to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): John Shannon Date: 01/26/18
 (Name of Contract Signatory)
 Signature: [Handwritten Signature]
 (Signature of Contract Signatory)



Certificate of Completion

Soter RS Technical Training Course

This is to certify that

Jan McIlroy

From **Excel Imaging (USA)**

has successfully completed the technical training course

Issued on: 10th 31st 2013

B. Los
Radiation Engineer / trainer
SOTER RS

ODSecurity
Edisonstraat 22, 8912 AW Leeuwarden
P.O. Box 385, 8901 BD Leeuwarden,
The Netherlands

T: +31 (0) 58 2988 888
F: +31 (0) 58 2988 788
I: www.odsecurity.com
E: info@odsecurity.com

Trade register: 01081337 VAT: NL806883867B01
Bankaccount: 36.72.05.289
RABO Bank Leeuwarden
IBAN: NL81 RABO 367205289 BIC: RABONL2U

RADIOLOGICAL CONSULTANTS, INC.

7306 Foxworth Drive, Dallas, Texas 75248

(972) 788-2704 FAX (972) 788-2765

TEXAS BUREAU OF RADIATION CONTROL LICENSE # L04309

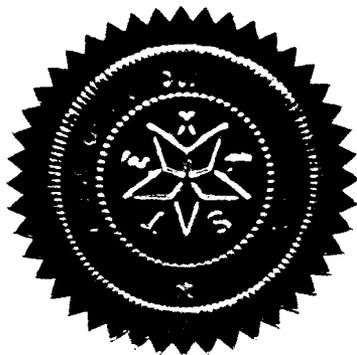
CERTIFICATE OF TRAINING

This Certifies That

SAM McILROY

has completed in a satisfactory manner

**THE RADIATION SOURCE MANIPULATION
AND SURVEY INSTRUMENT CALIBRATION
TRAINING COURSE
16 HOURS**



Date: 9 July 1999

A handwritten signature in cursive script that reads "Douglas H. Keefer".

**Douglas H. Keefer, Ph.D.
Director of Health Physics**

RADIOLOGICAL CONSULTANTS, INC.

7306 Foxworth Drive, Dallas, Texas 75248

(972) 788-2704 FAX (972) 788-2765

TEXAS BUREAU OF RADIATION CONTROL LICENSE # L04309

CERTIFICATE OF TRAINING

This Certifies That

SAM McILROY

has completed in a satisfactory manner

**THE RADIATION SAFETY REQUIREMENTS
FOR RADIOGRAPHIC OPERATIONS
TRAINING COURSE
16 HOURS**



Date: 7 July 1999

A handwritten signature in black ink that reads "Douglas H. Keefer".

**Douglas H. Keefer, Ph.D.
Director of Health Physics**

The Advanced Health Education Center
Certificate of Completion

Awarded To

SAM MCILROY

In Recognition of Successful Completion of

**RADIATION SAFETY
OFFICER TRAINING**

Date October 24-26, 1997

Credit Hours 20

License No.

CE Approval No. TX7003

CE Approval Agency ASRT

Marilyn H. Sackett

Marilyn Sackett
Director of Education



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er to... training

ify that

McIs...

From... North America

successfully... ing Course

The Netherlands

B. Lo...
Radiation Engineer / trainer
SOTER RS

ODSecurity
Edisonstraat 22, 8912 AW Leeuwarden
P.O. Box 305, 8901 BD Leeuwarden,
The Netherlands

T : +31 (0) 58 2988 888
F : +31 (0) 58 2988 768
I : www.odsecurity.com
E : info@odsecurity.com

Trade register: 01081337 VAT: NL806893867B01
Bankaccount: 36.72.05.289
RABO Bank Leeuwarden
IBAN: NL81 RABO 367205289 BIC: RABONL2U

X-Ray Radiation Safety

This certificate of completion for

Don C. Mellroy

*has met all of the legal requirements of the State of Texas.
For the understanding of Radiation Safety at pertains to Installing, Servicing
and Calibration of X-ray Equipment. To include Equipment usage and Public Safety.*


Sam Mellroy, RSO

Date: 12-18-1999

Credit Hours 16



Dennis Schoenfeldt
Senior Engineer
Excel Imaging, Inc.

Mike Morris
Certified Medical Physicist
MP-0100

Sam Mellroy, RSO
Excel Imaging, Inc.
BRCR #12989



Diagnostic Imaging Technical Education Center, Inc.

Certificate of Completion

This Instrument Certifies that

Don McIlroy

Has Met the Curriculum Requirements of

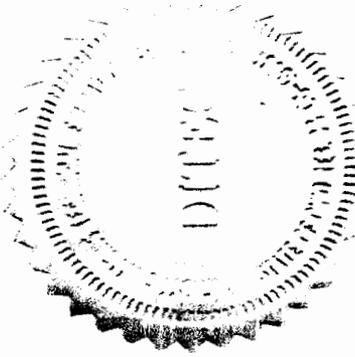
Fundamentals of Servicing Diagnostic Imaging Systems - Level I

April 30 - May 11, 2001

CEU's 8


Instructor


Manager Diagnostic Imaging Training



DEI1006 REV. 0