

85 dm



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER



April 10, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive / ARRA Funds

Requested Action

Authorize the Department of Safety, Division of State Police to retroactively pay an invoice in the amount of \$3,500.00 to the Bode Technology Group, Inc., Lorton, VA (VC#170879-B001) for analysis of evidence for the State Police Cold Case Unit. The original sole source contract for this service was approved by Governor and Council June 8, 2011, Item #157 (copy attached). Effective upon Governor and Council approval for the period from August 1, 2012, through November 30, 2012. Funding source: 100% Transfers from Other Agency (ARRA Funding).

The funding is available in the following account:

02-23-23-239910-0897	ARRA Stimulus — Dept. of Safety — Cold Case Unit Arra	<u>SFY 2013</u>
103-502664	– Contracts for Operational Services	\$3,500.00

Explanation

The Cold Case Grant was extended June 6, 2012, with an end date of June 30, 2013. State Police operational personnel mistakenly assumed that when the grant was extended, the contract was also extended and they submitted evidence requiring DNA analysis to the vendor. Therefore, this request to pay the invoice is retroactive. A new contract with Bode is currently being negotiated and, to prevent this type of misunderstanding in the future, the State Police have implemented an improved process increasing administrative oversight of all their contracts and contract expiration dates.

The contract is sole source due to the fact that the Cold Case Unit has been tasked with reviewing evidence in order to solve certain cold cases. This evidence is used at trial and the expert witness will be subject to cross examination by the defense. It is essential to use a laboratory that has a track record of providing reliable testimony. The Bode Technology Group, Inc. has been used by the Attorney General's Office for the successful prosecution of homicide cases with the use of DNA evidence. As a result, Bode has a consistent track record in New Hampshire homicide cases. Bode provides a broad range of different types of cutting edge technologies in the analysis of DNA evidence. State Police is not aware of another lab that provides this same complement of services, skills and experience that are necessary for such sensitive cases.

Respectfully submitted,

John J. Barthelmes
John J. Barthelmes
Commissioner of Safety

Kokoski 121



INVOICE

NH State Police Support Services Bureau
Attn: Jeanette Pattern
33 Hazen Drive
Concord, NH 03305

Invoice Date: 11/26/2012

Invoice #: Bill16735A
Net Terms: 30 Days
PO #:

Invoice Grand Total: **\$ 3,500.00**

Requester: Michael Kokoski
Phone: 603-223-8570
email:

Bode Project #: CCB1209-112



Line Item Number	Quantity	Item / Part Number	Description	Unit Price	Sales Amount
0001	3	STR	Analysis of evidence items (excluding skeletal remains)	\$ 1,095.00	\$ 3,285.00
0002		STR	Extraction and Quantitation of a sample that does not proceed to DNA analysis	\$ 750.00	\$ 1,500.00
<p>RECEIVED 2012 DEC -2 AM 12:17 NH STATE POLICE</p> <p>0897-502664 \$3,500.-</p> <p>Casework Package Level 1-Final Case: Total Price: \$3500.00</p> <p>JP 12.7.12</p>					
TOTAL AMOUNT DUE					\$ 3,500.00

Remit To: The Bode Technology Group, Inc. c/o GlobalOptions, Inc Dept. AT 952056 Atlanta, GA 31192 Bode TIN: 54-1750293	Bank Information: Silicon Valley Bank Santa Clara, CA 95054 ABA# 121140399 Credit to: GlobalOptions, Inc. Account # 3300418500
---	--

A/c to Dott 5/26/10

G & C 6.08.11
#157



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER



His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

May 13, 2011

Requested Action

Authorize the Department of Safety, Division of State Police to enter into a sole source contract with The Bode Technology Group, Inc. (VC#170879-B001) in an amount not to exceed \$28,000.00 for the provision of DNA identification services for the State Police Cold Case Unit. The contract will become effective upon Governor and Council approval through June 30, 2012. Funding source: 100% Transfers from Other Agency (ARRA Funding).

Funds are available through the June 30, 2012 operating budgets as approved by the Fiscal Committee Sept. 21, 2010, Item #10-267 and approved by Governor & Council Sept. 22, 2010, Item #211 in the following account with authority to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified.

02-23-23-239910-0897	ARRA Stimulus - Dept. of Safety — Cold Case Unit ARRA	
103-502664		
	<u>FY 2011</u>	<u>FY 2012</u>
Contracts for Operational Services	\$14,000.00	\$14,000.00

Explanation

This contract is sole source due to the following: the State Police Cold Case Unit has been tasked with reviewing evidence in order to solve certain cold cases. This evidence will be used at trial and the expert witness will be subject to cross-examination by the defense. It is essential to use a laboratory that has a track record of providing reliable testimony. These cases will be tried by the Attorney General's Office Homicide Unit. The Bode Technology Group has been used by the Attorney General's Office for the successful prosecution of homicide cases with the use of DNA evidence. As a result, Bode has a consistent track record in New Hampshire homicide cases. In addition, cold cases provide a unique need for a broad range of different types of DNA testing, including Y-STR, mitochondrial-DNA, minifiler, "touch" DNA and other cutting edge technologies. Bode provides a full range of these services and is equipped to advise and recommend which of these technologies would be best suited for a particular unsolved homicide case. State Police and the Attorney General's Office is not aware of another lab that provides this same complement of services, skills, and experience that are necessary for such sensitive cases.

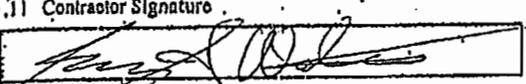
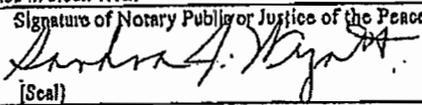
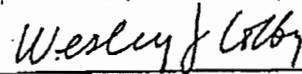
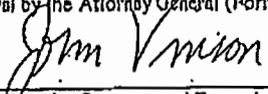
Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

Subject: DNA Identification Services - Cold Case Unit FORM NUMBER P-37 (version 1/09)

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

1. IDENTIFICATION.

1.1 State Agency Name Dept of Safety, Div of State Police		1.2 State Agency Address 33 Hazen Dr, Concord, NH 03305	
1.3 Contractor Name The Bode Technology Group, Inc.		1.4 Contractor Address 10430 Furnace Rd, Ste 107, Lorton, VA 22079	
1.5 Contractor Phone Number (703) 646-9740	1.6 Account Number Pls see Exhibit B	1.7 Completion Date June 30, 2012	1.8 Price Limitation Not to exceed \$28,000.00
1.9 Contracting Officer for State Agency Colonel Robert L. Quinn		1.10 State Agency Telephone Number (603) 223-3863	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Barry S. Watson, CEO and President	
1.13 Acknowledgement: State of <u>Virginia</u> , County of <u>Fairfax</u> On <u>6 April 2011</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  [Seal]		 SANDRA J. WYATT Notary Public - Reg. # 352787 Commonwealth of Virginia My Commission Expires Aug. 31, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace Sandra J. Wyatt, Executive Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Wesley J. Colby, Dir of Hdn	
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) By:  On: <u>5/18/11</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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.

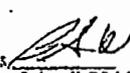
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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. 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 issues 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.

Contractor Initials 
Date 6 April 2011

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 his 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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.

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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials 
Date, 5 April 2011

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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 6 April 2011

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF STATE POLICE

EXHIBIT A

The Bode Technology Group, Inc. of Lorton, VA is being contracted by the Department of Safety, Division of State Police Cold Case Unit to provide DNA identification services.

The vendor is responsible for performing testing of DNA evidence for solving certain cold cases. This evidence would be used at trial and the expert witness will be subject to cross-examination by the defense.

The contract will be effective upon Governor and Council through June 30, 2012. The State will have the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. The State shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

EXHIBIT B

The Contractor agrees to invoice the State of New Hampshire as work is completed. The Contractor further agrees not to exceed the contract total of \$14,000.00 for Fiscal Year 2011 and \$14,000.00 for Fiscal Year 2012. (total of \$28,000.00 for both Fiscal Years). The State of New Hampshire agrees to make payment of such invoices within 30 days of receipt, approval and acceptance by the State.

The appropriate account number for the P-37 form, section 1.6, is:

	<u>FY 2011</u>	<u>FY 2012</u>
02-23-23-239910-0897	ARRA Stimulus - Dept. of Safety - Cold Case Unit Arra	
103-502664	\$14,000.00	\$14,000.00
Contracts for Operational Services		

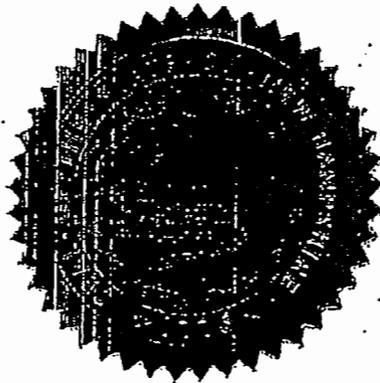
EXHIBIT C

Both parties agree to amending section 14 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$1,000,000.00 each occurrence. The combination of these coverages will give the State the coverage that is required by 14.1.1 of the P-37.

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 The Bode Technology Group, Inc., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 17, 2011. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of March, A.D. 2011

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

SECRETARY'S CERTIFICATE

The undersigned, Anthony M. Collura, hereby certifies to the State of New Hampshire as follows:

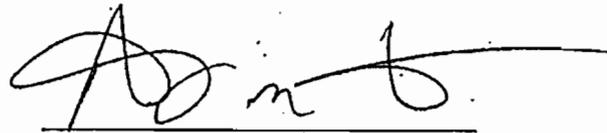
1. I am the duly elected or appointed Secretary of The Bode Technology Group, Inc. and

2. The following resolution was adopted by written consent of all the members of the Board of Directors The Bode Technology Group, Inc ("Company"):

BE IT RESOLVED that Barry Watson, as President and Chief Executive Officer of the Company, is authorized to execute on behalf of the Company, all contracts and agreements in the normal course of the Company's business, including but not limited to contracts and agreements with Federal, State and local municipalities and their respective Agencies, Departments and Divisions .

3. I confirm that Barry Watson was authorized to execute on behalf of the Company on April 6, 2011 the contract between the Company and the State of New Hampshire.

Dated: as of April 8, 2011



Anthony M. Collura
Secretary

RECEIVED

2011 APR 12 PM 1:11

NH STATE POLICE



10430 Furnace Rd, Suite 107
 Leiton VA 22079
 Phone: 866-Bode-4-ID (866-263-3443)
 Fax: 703-648-9741
 e-mail: bode.service@bodelech.com
 www.bodelech.com

CUSTOMIZED PRODUCT AND SERVICES - QUOTATION FORM

To Customer Name: Will Deiker Company: Criminal Justice Bureau Address: Homicide Unit City, State Zip Code: Nashua, NH				
Tel#: 803-271-3671		Fax#:		Other Info.: will.deiker@doj.nh.gov
Date: 2/14/11	Customer ID:	Quote#: 0211-013	Account Manager: Susan Bach	
TERMS AND CONDITIONS: Pricing is valid for 1 year after initial case submitted. See attached Casework Package Pricing for terms and conditions. Exceptions are listed below. All other Terms and Conditions apply.				
# of Units	Product Description or Services Provided	Unit Price	Extended Price	Comments
1	Casework Package - Level I Up to 4 cases in the given year (up to 5 tests per case) A test consists of Serology, STR, Y-STR or miniSTR. Initial payment due at first submission 2nd installment due w/in 90 days of initiation 3rd installment due w/in 180 days of initiation 4th installment due w/in 270 days of initiation	\$14,000.00	\$14,000.00	
	Total		\$14,000.00	
Authorized signature: 				



Casework Package Pricing

Level I \$14,000/yr Up to 4 cases in the given year (up to 5 tests per case*)	Level II \$24,000/yr Up to 8 cases in the given year (up to 5 tests per case*)
Level III \$48,000/yr Up to 18 cases in the given year (up to 5 tests per case*)	Level IV \$72,500/yr Up to 28 cases in the given year (up to 5 tests per case*)
Level V \$95,000/yr Up to 38 cases in the given year (up to 5 tests per case*)	Level VI \$150,000/yr Up to 65 cases in the given year (up to 5 tests per case*)

* A test consists of STR, Y-STR, miniSTR, or serology

Package Terms and Conditions:

- All cases for package pricing must be submitted for processing prior to the one-year anniversary of initiation of the package. Unused cases will be forfeited after one year.
- Cases can be submitted on an as-needed basis. No requirements for sending batches of cases.
- Cases requiring more than 5 tests will be counted as 2 cases; more than 10 tests as 3 cases, etc.
- "Unused" tests from one case cannot be applied to another case.
- All items for a case must be submitted together. Additional evidence submissions at a later date will be counted as a separate case.
- The testing strategy will generally be based on discussions with the client and the Bode casework team. All tests will be conducted according to Bode's validated protocols. Any special test requested may count as more than a single test.
- Initial payment must be made prior to starting first case.

Package Turnaround Time:

- Cases submitted will be processed in 4-6 weeks from receipt of evidence.
- A Case submitted for an expedited turnaround of 2 - 3 weeks will be counted as 2 cases.
- Additional charges will apply for less than 2 weeks turnaround.

Package Billing:

- Payment of 1/4 the package price is required when package is ordered.
- Subsequent payments due at the beginning of each quarter for 1/4 the package price, or the pro rata amount for the number of cases processed during the prior quarter, whichever is higher, until the package is paid in full. Late payments will incur penalties.

Additional Services:

- Mitochondrial DNA (mtDNA) Testing: Each item submitted for mtDNA analysis counts as 3 tests. Turnaround time for mtDNA is 6-8 weeks.
- Expert Witness Testimony: \$1900/day plus travel expenses; Remote video testimony \$250/hour

All prices are subject to change. Prices are effective December 1, 2010

10430 Furnace Rd. Ste 107, Lorton, VA 22079, (866) 263-3443, bode.service@bodetech.com,
www.bodetech.com

Bode Technology

10430 Furnace Road
Suite 107
Lorton, VA 22079

January 10, 2011

Will Delker
NH Office of the Attorney General
Cold Case Unit

Dear Mr. Delker,

The Bode Technology Group, Inc. (Bode) would like to thank the New Hampshire Attorney General's Office, for the opportunity to provide further information relating to the services provided by Bode.

Bode is a leader in providing forensic DNA analysis, highly advanced and proprietary DNA collection products, and research, consulting, and training services to law enforcement agencies, federal and state governments, crime laboratories, and disaster management organizations throughout the United States and around the world.

Operating one of the most respected private DNA laboratories, Bode's forensic DNA experts have assisted in identifying criminals in every state in the United States, as well as victims of war, terrorism, crime, and natural disasters, including the attack on the World Trade Center, the war in Bosnia, and the remains of U.S. soldiers dating back to the Vietnam War. Most recently, Bode was publicly recognized for applying touch DNA processing techniques to the JonBenét Ramsey case. Bode also played an integral role in assisting with the identification efforts related to Hurricane Katrina, and made new advances in extraction technologies that led to the reopening of efforts to identify victims of the World Trade Center.

Bode's laboratory is one of the few private facilities worldwide to receive both ISO/IEC 17025 accreditation from Forensic Quality Services-International Division (FQS-I) and accreditation from the American Society of Crime Lab Directors/Laboratory Accreditation Board (ASCLD/LAB). In addition, Bode's lab has been certified by the New York State Department of Health.

Technical Expertise

Bode has over eleven years of demonstrated high throughput, forensic casework DNA analysis, and has completed over 55,000 cases in the last eight years alone. Bode offers serological screening services as well as comprehensive DNA testing services covering nuclear, Y-chromosomal (Y-STR), mini-STR, and mitochondrial DNA profiling. Over the past few years, one of the most significant changes in forensic casework has been the considerable increase in unscreened DNA cases. And in the last few years alone, Bode has successfully screened over 3,000 samples from unscreened cases.

Bode's casework teams analyze and compare evidence collected from crime scenes with reference samples to identify a suspect, to confirm that a suspect committed a particular crime or to exonerate a falsely accused or convicted person. The evidence that Bode's highly skilled scientists are asked to analyze can range from standard collection kits, such as sexual assault kits, to individual or unique crime scene evidence, such as

clothing, weapons or highly compromised evidence. Since 1996, Bode has processed forensic cases for every U.S. state and over 10 countries.

Bode's staff understands the complexities and challenges associated with cold cases, and has extensive experience and success in processing evidence from cases dating back as far as the early 1900s. As an example, the increase in touch evidence and challenging samples processed by Bode has led to the implementation of more sensitive sampling methods utilizing tape lifts, Post-It Notes, and scraping techniques, which have been validated to demonstrate the capability of Bode's extraction methods to obtain DNA from the biological materials. In conjunction with these sampling methods, Bode's touch evidence protocol optimizes the DNA extraction efficiency from trace evidence and touch DNA commonly associated with property crimes such as burglaries.

Bode's scientists routinely work with investigators from state and federal agencies to review cold cases and develop specific examination strategies for each case. Furthermore, Bode experts regularly provide training seminars to cold case investigators, focusing on techniques that may lead to the resolution of their cold cases. Bode experts also participate in cold case conferences, including the recent Mid-Atlantic Cold Case Homicide Investigator's Association (MACCHIA) conference where as an invited speaker, Bode's Director of Forensic Casework presented a lecture entitled "Advancements in DNA Technology- A Cold Case Approach."

In addition to technical expertise, Bode has over ten years of experience in providing expert witness testimony and other valuable litigation support, with our scientists testifying in more than 750 cases at the federal, state, and local level, as well as in military cases. Bode scientists are recognized experts in their fields, holding advanced degrees, with the majority of Bode's casework analysts possessing experience in expert witness testimony. Analysts who will be performing the analysis will be court qualified in federal, state and local jurisdictions. Bode has testified as a result of DNA analysis on forensic casework samples over 200 times in the last five years.

Bode's staff works closely with clients to ensure that the DNA results and testimony are clearly understood by the court and jury. Bode's testimony process includes the completion of an evaluation form by the client attorney for all analysts' courtroom testimony providing the State's attorneys an opportunity to provide feedback regarding their experience with Bode's expert witness testimony services.

We look forward to working with your agency in the future.

Sincerely,



Susan Bach
Technical Services Manager

A/c to Datt 9/2/10

State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

Fiscal Committee
09-21-10
#FIS 10-267

G&C 09-22-10 #211

JOHN J. BARTHELMES
COMMISSIONER



The Honorable Marjorie K. Smith, Chairman
Fiscal Committee of The General Court
State House
Concord, New Hampshire 03301

August 23, 2010

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 14:30-a, VI, authorize the Department of Safety, Division of State Police, to amend Fiscal Item #FIS09-342, approved on October 20, 2009 and Item # 72, approved by Governor and Council on November 4, 2009, by reallocating federal pass-through American Recovery and Reinvestment Act (ARRA) funds, in the amount of \$120,901.96, from the NH Department of Justice for the purpose of funding an Auxilliary trooper by the Investigative Services Bureau. Effective upon Fiscal Committee and Governor and Council approvals through June 30, 2012. Funding source: 100% Transfers From Other Agencies.

Funds are to be budgeted in the account titled Cold Case Unit ARRA Award with the authority to adjust appropriations in each State fiscal year through the Budget Office if needed and justified:

02-23-23-234010-0897 Dept. of Safety Division of State Police Cold Case Unit ARRA

<u>Class</u>	<u>Description</u>	<u>Current Appropriation SFY 2011</u>	<u>Requested Change</u>	<u>Revised Appropriation SFY 2011</u>
001	Transfers from Other Agencies	\$ (457,218.51)	\$ -	\$ (457,218.51)
018-500106	Overtime	\$ 14,574.25	\$ 20,040.00	\$ 34,614.25
020-500212	Clothing	\$ 4,100.00	\$ -	\$ 4,100.00
030-500320	Motor Vehicle - Replace	\$ 23,223.92	\$ (20,908.00)	\$ 2,315.92
037-500166	Computer Server Hardware-New	\$ 17,168.00	\$ (17,168.00)	\$ -
038-509038	Technology-Software	\$ 524.00	\$ 5,476.00	\$ 6,000.00
040-500800	Indirect Cost	\$ 54,899.08	\$ (24,548.96)	\$ 30,350.12
050-500109	Part Time Salaries	\$ -	\$ -15,000.00	\$ 15,000.00
059-500117	Salary Temporary Employees	\$ 196,112.60	\$ (58,277.00)	\$ 137,835.60
060-500602	Health Ins Benefit (Perm)	\$ 130,048.16	\$ 12,385.96	\$ 142,434.12
080-500713	Hotel (Out-Of-State)	\$ 16,568.50	\$ 28,000.00	\$ 44,568.50
103-502664	Contracts For Operational Services	\$ -	\$ 40,000.00	\$ 40,000.00
	Total	\$ 457,218.51	\$ -	\$ 457,218.51

<u>Class</u>	<u>Description</u>	<u>Current</u> <u>Appropriation SFY</u> <u>2012</u>	<u>Requested</u> <u>Change</u>	<u>Revised</u> <u>Appropriation SFY</u> <u>2012</u>
001	Transfers from Other Agencies	\$ (174,360.00)	\$ -	\$ (174,360.00)
018-500106	Overtime	\$ 7,552.00	\$ -	\$ 7,552.00
020-500212	Clothing	\$ -	\$ -	\$ -
030-500320	Motor Vehicle - Replace	\$ -	\$ -	\$ -
037-500166	Computer Server Hardware-New	\$ -	\$ -	\$ -
038-509038	Technology-Software	\$ -	\$ -	\$ -
040-500800	Indirect Cost	\$ 23,958.00	\$ -	\$ 23,958.00
059-500117	Salary Temporary Employees	\$ 87,771.00	\$ -	\$ 87,771.00
060-500602	Health Ins Benefit (Perm)	\$ 55,079.00	\$ -	\$ 55,079.00
080-500713	Hotel (Out-Of-State)	\$ -	\$ -	\$ -
103-502664	Contracts For Operational Services	\$ -	\$ -	\$ -
	Total	\$ 174,360.00	\$ -	\$ 174,360.00

Explanation

This grant is currently being used to fund two (2) Trooper backfill positions. The current request to reallocate will be used to fund an Auxiliary trooper to assist with open unsolved cold case. The overall expectations of this project would be that the troopers assigned would dedicate their time working only these unsolved cases. By focusing on these cases and not being assigned other duties within the unit we hope to increase the efficiency in conducting interviews, evaluating evidence and determining if new technology in the forensic field could assist in gaining more evidence to solve the case.

- **Program Title:** State and Local Law Enforcement Assistance
- **Short Description:** Funds used for law enforcement purposes by the Attorney General's Office and sub-grants to State, County, and Municipal Law Enforcement programs.
- **Granting Agency:** U.S. Department of Justice
- **Award Criteria:** JAG grants are allocated based on a formula of population and violent crime statistics, in combination with a minimum allocation to ensure that each state and territory receives an appropriate share of funding. Sixty percent of the allocation is awarded to the state and 40 percent is set aside for units of local governments.
- **Managing agency:** New Hampshire Attorney General's Office
- **ARRA Funding:** ARRA appropriations nationwide = \$2,000,000,000, New Hampshire Funds = \$9,774,576, Department of Safety funds = \$685,926.
- **Time Line:** Grant expiration - 6/30/2012

What is the funding to be used for? Funding is being sought in order to hire two (2) Troopers to be assigned to the Investigative Services Bureau of the Division of State Police in an effort to dedicate time solely to the investigation of unsolved homicides in New Hampshire.

Who is being served by the increase in funding and how many people are impacted? The direct beneficiaries of the added funding and people being served within the State of New Hampshire are the victims and ultimately the criminals

3
that could be brought to justice if these cases could be solved due to the updated technology and time that can be devoted to these cold cases.

How many people are to be served? The Investigative Services Bureau currently has a list of cases that are unsolved and many of these cases are assigned to members of the unit who work on these cases as well as current homicides.

What is the impact on jobs in New Hampshire, if known? Funding will allow for the hiring of two (2) Troopers.

What job skills are being enhanced in the workforce through the receipt of additional funding or new programs, if any? Funds will be used to hire two (2) Troopers in the field of Law Enforcement, specialized in criminal investigations.

Do the new funds supplant or supplement existing program funding? Funds received would supplement and enhance the existing Division of State Police Investigative Services Bureau.

What are the projected outcomes of the program? The overall expectations of this project would be that the troopers assigned would dedicate their time working only these unsolved cases. By focusing on these cases and not being assigned other duties within the unit we hope to increase the efficiency in conducting interviews, evaluating evidence and determining if new technology in the forensic field could assist in gaining more evidence to solve the case.

If pass-thru funding from the state agency, please include list of dollars to be sub-granted to each NH community if available or known. If matching funds are to be provided, note clearly the source of the match and responsible party,
N/A.

Funds are to be budgeted/reallocated as follows:

3
Class 18 - Overtime - The increase is to cover additional hours that will be worked on cold cases as approved by the granting agency.

Class 30 - Equipment - This decrease is due to the vehicles that were in the original grant application was not approved by the granting agency.

Class 37 - Computer Server Hardware-New - This decrease is needed because the archiving system was purchased from class 030 last fiscal year, therefore not needed in this class this fiscal year.

Class 38 - Technology Software - This increase is to purchase the software for the digital archiving system.

Class 40 - Indirect Cost - This decrease is due the decrease in the indirect cost rate paid to Administrative Services from 15.93% in SFY 2010 to 10.21% in SFY 2011.

Class 50 - Part Time Salaries - This funding is not required to create a new position, it is needed to pay an existing position within in the Department of Safety filled by an Auxiliary Trooper to assist in cold cases as approved by the awarding agency.

Class 59 - Temporary Full-time Employees - This decrease is due to the delay in the hiring of the backfill Trooper positions.

Class 60 - Benefits - The increase is to cover the increase in health care and group II retirement in FY 2012.

Class 80 - Out-Of-State Travel - This increase is needed to cover the increase in travel associated with conducting interviews and meeting with other agencies.

Class 103 - Contracts For Operational Services - This increase is needed due the approval by the granting agency to use contractors for routine testing of evidence and payments for "expert services".

5

In the event that Transfers From Other Agencies become no longer available, General Funds and/or Highway funds will not be requested to support this program.

Respectfully submitted,


John J. Bartheles
Commissioner of Safety



CERTIFICATE OF LIABILITY INSURANCE

SOLUINT-01

, VIAN

DATE (MM/DD/YYYY)

3/14/2011

PRODUCER (212) 488-0200

Frenkel & Company
350 Hudson Street, 4th Floor
New York, NY 10014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED The Bode Technology Group
10430 Furnace Road
Suite 107
Lorton, VA 22079-

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hanover Insurance Co.

22292

INSURER B: ACE Property & Casualty

20688

INSURER C: Hiscox Insurance Company

10200

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	ZHY8959826 00	12/1/2010	12/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ See Prof Liab GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
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	ZDY895982	12/1/2010	12/1/2011	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	M00526654	12/1/2010	12/1/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input checked="" type="checkbox"/> N	WHY9031276-00	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> LTD- I. E.H. E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - LA EMPLOYEES \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER Professional Liability	MEO1185851 10	12/1/2010	12/1/2011	Each Claim/Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
All operations of the insured.

CERTIFICATE HOLDER

State of New Hampshire
Department of Safety Division of State Police
James H. Hayes Safety Building
33 Hazen Drive
Concord, NH 03305-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ann Marie Toggiano, Asst. C.I.C.

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.