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State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

July 25, 2013

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

Sole Source

Requested Action

Authorize the Department of Safety, Division of State Police to enter into a **sole source** contract with The Bode Technology Group, Inc., 10430 Furnace Road, Suite 107, Lorton, VA (VC#170879-B001) in an amount not to exceed \$14,000.00 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, 2015. Funding source: 100% General Funds.

Funds are available in the SFY 2014 operating budget as follows:

02-23-23-234010-18760000	Dept. of Safety — Div. of State Police – Cold Case Unit GF	<u>FY 2014</u>
103-502664 – Contracts for Operational Services		\$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 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

Subject: Evidence sample analysis - 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.

Form with fields for State Agency Name, Contractor Name, Completion Date, Price Limitation, Signatures, and Acknowledgements.

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 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.

Contractor Initials ML
Date 16 May 2013

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 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 \$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 MC
Date 16 Aug 2013

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 MC
Date 16 May 2013

**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 forensic services.

The vendor is responsible for performing testing of 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 approval, through June 30, 2014. 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 (per the attached "Forensic Services Price List"). The Contractor further agrees not to exceed the contract total of \$14,000.00. 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:

FY 2014

02-23-23-234010-18760000 Dept. of Safety – Div. of State Police - Cold Case Unit GF
103-502664 \$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 t 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.

FORENSIC SERVICES PRICE LIST

Catalog #

<i>Standard</i>	<i>Rush</i>	Confirmatory Serological Testing	<i>Standard Turn Around Time</i> 4-6 weeks	<i>Rush Services</i> 2 weeks
B11S01	R11B01	Screening for the presence of blood, semen, saliva or hair examination		
B11L01	R11B02	Small Item (i.e. swab, underwear)	\$300/item	\$600/item
		Large Item (i.e. clothing, bedding, >10 hairs)	\$400/item*	\$800/item
		<small>*Price will be reduced to \$300/item if it proceeds to DNA analysis</small>		
DNA Screening				
Q11D01		DNA Screening: Extraction and Quantification of DNA (Including screening for Male DNA)	\$750/sample	
		<small>Note: The fees for screening will be waived for all samples proceeding to DNA analysis</small>		
STR (Short Tandem Repeat) and YSTR DNA Analysis				
		Technologies Offered: P+/CO, ID, ID+, PP16, PP16HS, Y Filer, PPY	<i>Standard Turn Around Time</i> 4-6 weeks	
<i>STR</i>	<i>Y-STR</i>	Evidence Items (Including samples for Touch DNA)	\$1095/sample	
S11E01	Y11E01	Sexual assault	\$1295/sample	
S11S01	Y11S01	Skeletal remains	\$1295/sample	
S11S02	Y11S02	Reference/Known samples	\$695/sample	
S11R01	Y11R01	Additional STR System	\$295/sample/system	
S11X01	Y11X01	Extracted DNA from Evidence (Reagent Blank Control must be included)	\$795/sample	
S11X02	Y11X02	Extracted DNA from Reference (Reagent Blank Control must be included)	\$395/sample	
S11X03	Y11X03	Bode Evidence Extract	\$595/sample	
S11X04	Y11X04	Bode Reference Extract	\$295/sample	
S11X05	Y11X05			
MiniSTR Analysis				
M11E01		All evidence items	<i>Standard Turn Around Time</i> 4-6 weeks	
M11X01		Extracted DNA (Reagent Blanks must also be included)	\$1295/sample	
M11X02		Bode Extract	\$995/sample	
			\$695/sample	
Legal Paternity Testing (STR Analysis)				
P11R01		Testing of blood or buccal samples	<i>Standard Turn Around Time</i> 4-8 weeks	
P11R02		Testing of samples other than blood or buccal (i.e. bone, fetal tissue)	\$500/sample	
		<small>Note: These fees assume a trio: Mother, Father & Child (Otherwise STR pricing applies)</small>		
		Rush DNA Screening, STR, YSTR, MiniSTR and Paternity Services		
R11S01		Results within 1 week	\$1000/sample*	
R11S02		Results within 2 weeks	\$750/sample*	
R11S03		Results within 3 weeks	\$500/sample*	
		<small>*Rush processing fees are applied to each sample processed.</small>		
Mitochondrial DNA (mtDNA) Sequencing				
<i>Standard</i>	<i>Rush</i>	DNA Screening: Extraction and Quantification of DNA	<i>Standard Turn Around Time</i> 8-10 weeks	<i>Rush Services</i> 4 weeks
Q11D02	R11D02		\$1800/sample	\$3600/sample
		<small>Note: The fees for screening will be waived for all samples proceeding to DNA analysis</small>		
T11E01	R11E01	Bone, Teeth, unmounted Hair, and other Evidence Types	\$2950/sample	\$5900/sample
T11E02	R11E02	Hair sample mounted on a slide	\$3200/sample	\$6400/sample
T11R01	R11R01	Reference Sample	\$1450/sample	\$2900/sample
T11X01	R11X01	Extracted DNA from Evidence (Reagent Blank Control must be included)	\$2500/sample	\$5000/sample
T11X02	R11X02	Extracted DNA from Reference (Reagent Blank Control must be included)	\$1200/sample	\$2400/sample
T11X03	R11X03	Bode Evidence Extract	\$1600/sample	\$3200/sample
Additional Services				
E11W01		Expert Witness	\$1900/day (plus expenses)	
E11W02		Expert Witness (Local)	\$250/hour (plus expenses)	
E11C01		Consulting	\$250/hour	
E11C02		Case Handling Fee (No testing)	\$250/case	

NOTE:

Cases that have a large number of samples may be eligible for additional discounts.
 Purchase order, credit card, check or method of payment may be required prior to case initiation.
 Please contact Technical Services for a quotation.
 All rush services are subject to availability.



The Bode Technology Group, Inc.
 10430 Furnace Rd. Ste 107
 Lorton, VA 22079
 Phone: 866-263-3443
 Fax: 703-648-9742
 bode.service@bodetech.com
 www.bodetech.com

CUSTOMIZED PRODUCT AND SERVICES - QUOTATION FORM

To
Customer Name: Trooper Michael Kokoski
Company: New Hampshire State Police, Major Crime Unit, Cold Case Unit
Address: 33 Hazen Drive
City, State Zip Code: Concord, NH 03305

Tel#: (603) 223-3856 **Email:** Michael.Kokoski@dos.nh.gov **Other Info:**

Date: 3/27/2013 **Customer ID:** **Quote#:** 0313-036 **Account Manager:** Leslie Watkins

TERMS AND CONDITIONS:
 Quote expires 60 days from Date above.
 The cost of all materials used for laboratory analyses are to be borne by Bode.
 Sample analysis will be performed following Bode Technology's validated protocols.
 Bode will be paid for each sample tested as long as failure to produce a DNA result is not due to an error or omission on a part of the laboratory.
 Samples will not be consumed without permission from the authorized point of contact.
 Standard Turnaround time for STR/YSTR/miniSTR/Serology Testing: 4-6 weeks from receipt of the evidence or from date of CODIS approval from relevant NDIS lab.
 Standard Turnaround time for mtDNA Testing: 8-10 weeks from receipt of the evidence.
 Expedited services are available for additional charges if results are required in less time. Contact Technical Services.

Line Item	Product Description or Services Provided	Unit Price	Comments
1	Serology Screening - Small Item; 10 or fewer hairs The unit price applies to each item that is processed.	\$300.00	
2	Serology Screening - Large Item; >10 hairs The unit price applies to each item that is processed. *Unit price will be reduced to \$300/Item if proceeds to DNA testing.	\$400.00*	
3	DNA Screening: Extraction and Qualification of DNA (including screening for Male DNA) The unit price applies to each sample that is processed.	\$750.00	
4	STR/YSTR DNA Analysis: Non Sexual Assault Samples (including handled/worn/"touch" items) The unit price applies to each sample that is processed.	\$1,095.00	
5	STR/YSTR DNA Analysis: Skeletal Remains or Sexual Assault Samples The unit price applies to each sample that is processed.	\$1,295.00	
6	STR/YSTR DNA Analysis: Reference/known Samples (Blood or buccal swab) The unit price applies to each sample that is processed.	\$695.00	
7	miniSTR DNA Analysis The unit price applies to each sample that is processed.	\$1,295.00	
8	miniSTR DNA Analysis (from Bode extract) The unit price applies to each sample that is processed.	\$695.00	
9	Mitochondrial DNA (mtDNA) Sequencing: Unmounted Hair, Bones, Teeth The unit price applies to each sample that is processed.	\$2,950.00	
10	Mitochondrial DNA (mtDNA) Sequencing: Mounted Hair The unit price applies to each sample that is processed.	\$3,200.00	
11	Mitochondrial DNA (mtDNA) Sequencing: Reference/known Samples (Blood or buccal swab) The unit price applies to each sample that is processed.	\$1,450.00	

Authorized signature: 

MC

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 and annual reports 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 1st day of February, A.D. 2013

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

William M. Gardner
Secretary of State



SECRETARY'S CERTIFICATE

BART M. SCHWARTZ
CHAIRMAN

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

JOSEPH R. ROSETTI
VICE CHAIRMAN

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

ANTHONY M. COLLURA
CHIEF LEGAL OFFICER

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

ALAN KATZMAN
SVP, OPERATIONS AND ADMINISTRATION
CHIEF COMPLIANCE OFFICER

BE IT RESOLVED that Michael Cariola, 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. This authority has been in effect continuously since March 15, 2013 and it is still in effect.

BRIAN F. TRAINOR
SVP, FINANCE

Dated: as of May 29, 2013


ANTHONY M. COLLURA
Secretary

ACTIONS BY UNANIMOUS WRITTEN CONSENT OF ALL MEMBERS OF
THE BOARD OF DIRECTORS OF THE BODE TECHNOLOGY GROUP, INC.

The undersigned being all of the members of the Board of Directors of The Bode Technology Group, Inc. (the "Company") desires it necessary or desirable to take the following actions in connection with the Company by written consent in lieu of a meeting in accordance with applicable law and hereby consent to the adoption of the following resolutions:

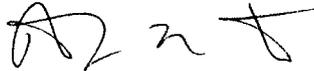
BE IT RESOLVED that the Board on behalf of the Company hereby appoints Michael Cariola as the Company's Chief Executive Officer and President effective as of March 15, 2013.

BE IT FURTHER RESOLVED that Michael Cariola is authorized to execute agreements on behalf of the Company provided such agreements are in the ordinary course of the Company's business.

Dated: as of March 15, 2013



Bart M. Schwartz



Anthony M. Collura



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2013

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 NFP Property & Casualty 707 Westchester Ave., Ste 201 White Plains NY 10604	CONTACT NAME: PHONE (A/C No. Ext): 914-683-3990 FAX (A/C No.): 914-948-9560 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED SOLUTION-3 SolutionPoint International Bode Technology Group 415 Madison Ave, 11th Flo New York NY 10017	INSURER A: Hanover Insurance Company 158	
	INSURER B: ACE USA	
	INSURER C: Underwriters at Lloyd's, London	
	INSURER D: ARC Excess & Surplus, LLC	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1623679487 **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.

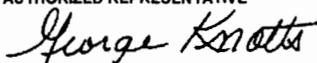
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	ZHY 9794440 03	12/1/2012	12/1/2013	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 - COMP/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			ZHY 9794440 03	12/1/2012	12/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			M00526654	12/1/2012	12/1/2013	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WHY9031276-03	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			UCS262700911	5/30/2012	5/30/2013	Each Occ/Aggregate \$5,000,000
D	Professional Liability			118585111	12/1/2011	1/15/2013	Each Occ/Aggregate \$5,000,000

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

RE: Bode Technology Group Inc. 10430 Furnace Road, Suite 107, Lorton, VA 22079-0000
All operations of the insured.

CERTIFICATE HOLDER

CANCELLATION

State of new Hampshire Dept. of Safety, Division of State Police James H. Hayes Safaety Building 33 Hazen Drive Concord NH 03305	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 
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