

1. (a) **SUPERSEDING EFFECT.** This Commercial Proposal/Quotation (hereafter "the Quotation") supersedes all previous OD Security North America (hereafter "ODSNA") quotations with respect to its SOTER RS Full Body Security Scanning System (hereafter "the Equipment"). It may be withdrawn without notice and does not bind ODSNA until receipt of a signed Purchase Order by Customer within 10 days of the date of the Quotation.

(b) **NO COUNTEROFFERS.** Acceptance of this Quotation is expressly limited to the terms and conditions herein and any additional or different terms or conditions contained in Customer's order or response hereto shall be deemed objected to by ODSNA without need of further notice of objection and shall be of no effect nor in any circumstances binding upon ODSNA.

2. (a) **PAYMENT ARRANGEMENTS, AND RIGHTS OF OWNERSHIP.** Customer shall pay ODSNA the standard deposit (30%) or other amount required to be paid upon acceptance of the Quotation and the balance of any such cash payments, plus all other additional amounts due hereunder, immediately upon installation of the Equipment or as agreed by ODSNA. **REGARDLESS OF WHEN OR WHERE DELIVERY TAKES PLACE, TITLE TO SAID PROPERTY SHALL NOT PASS UNTIL THE PURCHASE PRICE HAS BEEN FULLY PAID TO ODSNA.**

3. INSTALLATION AND SITE PREPARATION

3. (a) **BY ODSNA.** ODSNA shall during regular working hours make diligent efforts to install the Equipment and connect it to safety switches and power outlets provided by the Customer. If the Quotation provides that connection to existing utilities is to be performed by ODSNA, quoted prices include the normal cost thereof but any unusual costs resulting from the condition of the premises or the condition or location of utilities as well as any overtime by ODSNA employees required or requested by Customer shall be paid by Customer.

3. (b) **BY CUSTOMER OR OTHERS AND EFFECT OF UNION REQUIREMENTS.** Unless otherwise specified in writing, ODSNA will deliver the Equipment and will connect the same to safety switches or power outlets to be provided and installed by the Customer before scheduled or approximate delivery date. If for any reason such electrical connections are made by other than ODSNA's own employees, any additional charge for the cost of such outside labor must be borne by Customer. Proper electrical current for operation of the Equipment will be brought to the safety switches and outlets by Customer and the Customer will supply all of the necessary conduits, wiring, unistrut steel or similar support in the ceiling, plumbing, carpentry, construction work and rigging and all other installation accessories which may be required for making the installation.

If any certificates or other approvals of any government authority are required to be obtained for the installation, the same shall be procured by Customer at Customer's expense before the scheduled or approximate delivery date.

3. (c) **CONDITION OF PREMISES.** Customer shall provide free access to the installation site and suitable and safe space thereon for storage of the Equipment before installation. ODSNA assumes no responsibility for the fitness or adequacy of the premises in which the Equipment is to be installed, used or stored. Customer shall indemnify ODSNA against any loss, damage or claim arising out of the condition of such premises.

4. (a) **PRODUCT WARRANTY - TERM.** ODSNA warrants only to Customer for a period of 5 (five) years from the date of delivery when installation is made by ODSNA that the Equipment manufactured by it shall be free from defects in material and workmanship under normal use and service and fit for the ordinary use for which designed

if operated by a trained and competent operator and properly serviced and maintained. ODSNA's obligation under this warranty is limited to correction, without charge for parts or labor, of any defect, which is reported to ODSNA during the warranty period, and which ODSNA determines in the exercise of reasonable judgment impairs the ordinary use of the Equipment. ODSNA's warranties and its obligation hereunder shall terminate without notice to Customer if Equipment is subjected to misuse or alteration or is repaired by other than an ODSNA representative which, within ODSNA's judgment alone, shall result in an adverse effect, including effects upon performance or reliability, upon the Equipment.

4. (b) **WARRANTY SERVICE.** Warranty service shall only apply to replacement of Warranty parts (See exclusions in subsection 4.(d)). When Customer calls for warranty service prior to twelve noon, ODSNA will attempt to reply to such service requests within the normal work-day. No charges will be made to Customer for completion of such work. When Customer calls after twelve noon and demands same day service, such service will be rendered, if possible within normal working hours. If it is not possible to accomplish such work within normal working hours, then such service will be rendered the following day. All service technicians must have a security clearance from Customer to work at the Corrections site.

4. (c) **CUSTOMER RESPONSIBILITIES.** ODSNA's warranties and its obligations hereunder shall terminate without notice to Customer unless Customer or user (i) maintains the site and environment (including temperature and humidity control), incoming power quality, and fire protection in a condition suitable for operation of the Equipment. (ii) notifies ODSNA as soon as any unusual operating peculiarly appears; (iii) operates the Equipment in a safe and competent manner in strict compliance with established safety operating procedures; (iv) regularly and properly services and maintains the Equipment. It is the responsibility of the Customer to verify upon delivery and installation of the equipment its specifications and affirm the equipment received, installed and put to use is as stated in Quotation/order. Acceptance by Customer of equipment at first use absolves ODSNA of any breach of contract or tort action on said equipment.

4. (d) **LIMITATION OF LIABILITY - EXCLUSION OF IMPLIED WARRANTIES.** THE WARRANTIES IN THIS SECTION ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF ODSNA WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE. ODSNA NEITHER ASSUMES NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT. This warranty we provide does not apply to defects or performance deficiencies arising from (1) accident, (2) abuse, (3) misuse, (4) operation of your Equipment outside of its environmental electrical, or performance specifications, conditions, capabilities or standards, (5) power fluctuations or failure, (6) vandalism or any other damage or unauthorized alteration of your Equipment or its operating software, (7) its use in combination with incompatible products, (8) fires, floods and other natural causes, (9) damage or any other impairment of your Equipment resulting from causes or conditions not associated with ordinary storage, handling, installation, maintenance, service or use or maintenance or service by any party other than other by us or our authorized representatives, (10) parts or accessories not provided by us or, (11) any acts, omissions, causes or events beyond our control.

4. (e) **CONSEQUENTIAL AND OTHER LOSS OR DAMAGE.** In no event shall ODSNA be liable, by reason of any breach of contract or warranty or of any act or omission on its part related to the Equipment, for prospective, consequential or special damages, economic loss, or damages resulting from loss of use of the Equipment.

4. (f) **TESTING.** The conditions of any test shall be mutually agreed

Monterey County, California - Terms and Conditions of Sale



upon and ODSNA shall be notified of, and may be represented at, all tests that may be made. Notwithstanding the warranty period hereunder shall commence upon the date of delivery of the Equipment to the facility, notwithstanding the fact that testing of the Equipment shall be made on a subsequent date.

5. CHANGES IN EQUIPMENT: ODSNA may upgrade the construction or design of the Equipment without notice to Customer, so long as the general function of the Equipment is not thereby altered.

6. (a) SHIPPING AND DELIVERY. Shipping dates are estimated on the basis of prompt receipt of all necessary information by ODSNA. Should delivery or installation be delayed, in whole or in part, for any reason beyond ODSNA's control, ODSNA's time for performance shall be extended by the duration of the delaying cause but, for the purpose of determining the times of payment, first use of Equipment shall be deemed to have taken place 15 days from date of shipment to Customer. ODSNA shall not be liable for failures or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control; including the ready availability of materials or labor required for manufacture, assembly and installation, labor disputes, priorities, requirements, acts or omissions of governmental authorities. ODSNA shall not be liable for any damages or economic losses attributable to any such failures or delays. Customer shall have no right to cancel or rescind its order by reason of a delay excusable under this Section and shall accept such delayed performance by ODSNA.

7. ENTIRE AGREEMENT. This instrument constitutes the entire and only agreement between the parties hereto concerning the subject matters covered herein, and any representation, affirmation of fact, and course of prior dealings, promise or condition in connection herewith or usage of the trade not incorporated herein shall not be binding on either party. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a specifically authorized representative of ODSNA.

8. ENFORCEABLE IN CALIFORNIA - VENUE. This Agreement shall be governed by the laws of the State of California whether the dispute be arbitrated or settled by court or other legal action or proceeding, and all disputes and differences arising hereunder are enforceable in and all sums of money which may become due and payable hereunder are payable in Monterey County, California.

9. SUCCESSORS AND ASSIGNS. The terms, provisions, covenants and conditions contained in this Agreement shall apply to and inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors and assigns.

10. CONFIDENTIAL INFORMATION: Each party will treat the other party's written, proprietary business information as confidential for a period of 3 years from the date of receipt by the receiving party as long as it is marked confidential and/or proprietary prior to its disclosure and is not otherwise available to the receiving party from a lawful source.

COMPANY

OD Security North America
501 Graham Road
College Station, TX 77845

By: 
(Authorized Representative Signature)

Printed Name: John Shannon

Title: President

Date: 02/23/18

Customer/County

County of Monterey Sheriff/Coroner's Office
(Name of Entity)

Address: 1414 Natividad Road

City, State Zip: Salinas, CA 93906

By: _____
(Authorized Representative Signature)

Printed Name: _____

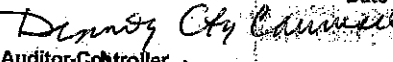
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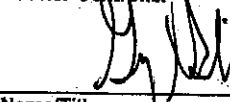
Date: _____

EFFECTIVE DATE: _____

County Counsel

 3/14/2018
Name/Title _____ Date _____

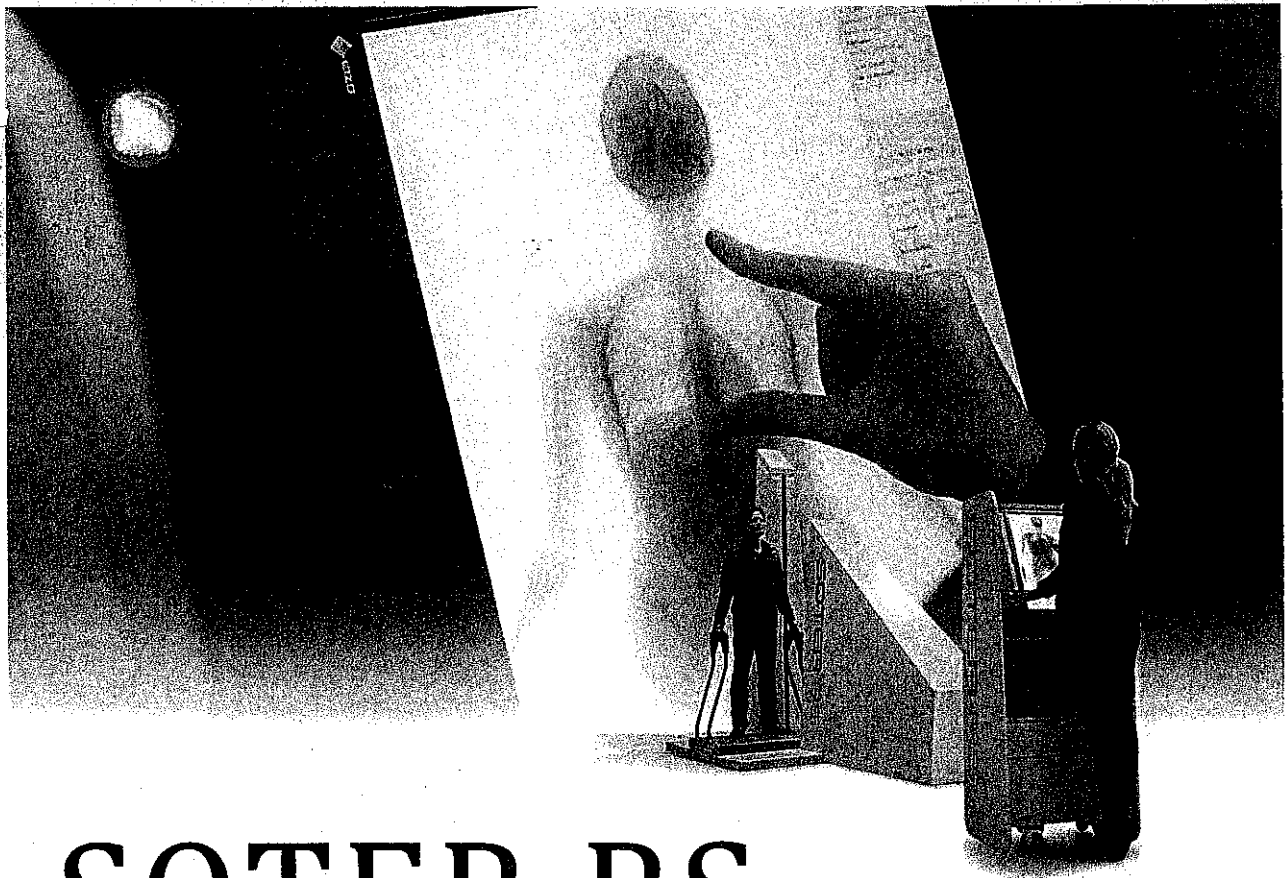

Auditor/Controller _____

 2-15-18
Name/Title _____ Date _____

Monterey County, CA

Commercially in Confidence

OD Security North America



SOTER RS

INDUSTRY LEADING CONTRABAND DETECTION

**Monterey County Sheriff's Office
Custody Operations Bureau
for the attention of –
Captain Jim Bass**

PREPARED BY



John Shannon
OD Security North America
501 Graham Road,
College Station, TX 77845

PROPOSAL DATE

February 12, 2018

Commercial Proposal

Delivered, installed and calibrated (To CIB Destination) – Monterey County Correctional Institution, 1410 Natividad Road, Salinas, California

2 x SOTER RS Full Body Security Scanning Systems

Unit Cost \$118,750

Total Cost \$237,500

Proposal includes - Shipping, Installation, Calibration and Testing, Operator and Administrator Training, **5-years Full Manufacturer's Warranty** (parts and labor, to include time and travel associated with servicing and maintenance)

Delivery and installation – 45 days after receipt of Contract Deposit

Proposal includes (for the operational life of the Systems) –

- Provision of 24/7 Toll Free Support Line and 24/7 On-Line Help Desk
- Same day Technical/Engineering Support (**Monterey County based Technicians**)
- Annual re-calibration and Annual State Certification
- Networking of SOTER RS Systems for dose management
- **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**
- **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 6 onwards**

\$8,750 annually, payable in advance

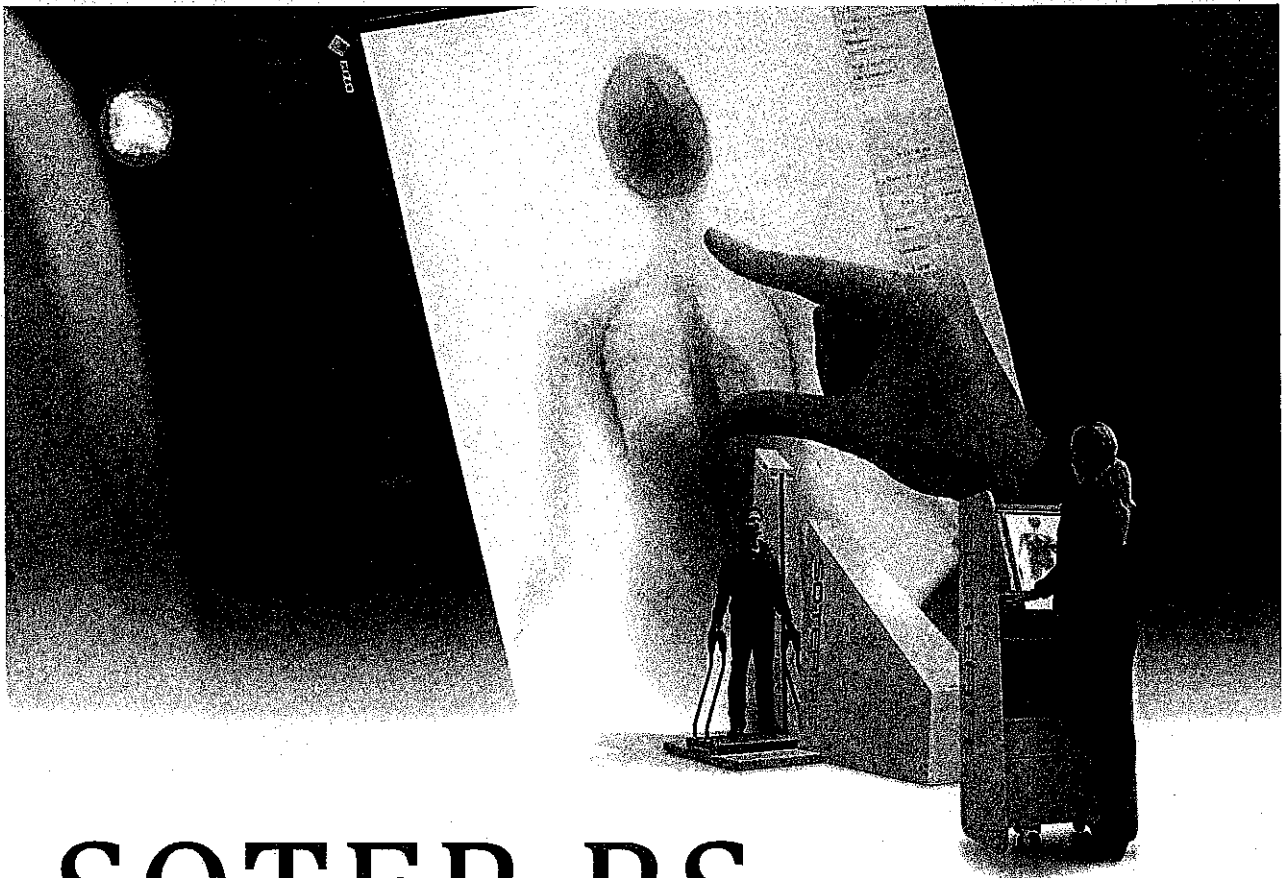
2. Additional SOTER RS Tablets

Unit Cost -

Hardware - 1 x Dell Latitude 2 in 1, 7275 (12.5") (3840x2160) Touch - **\$2,139 (one-off)**

Software - SOTER RS Operator Interphase (OI) Software (Annual Software License) - **\$2,400 annually, payable in advance**

Terms remain valid until February 28th 2018



SOTER RS

INDUSTRY LEADING CONTRABAND DETECTION

Monterey County Sheriff's Office, CA Training Plan

PREPARED BY



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

PROPOSAL DATE
February 13, 2018

Training Plan

MCSO 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 the Agency 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, Alabama, Maryland, Kentucky, Missouri, California, Ohio, Indiana, Rhode Island, Wisconsin, Massachusetts, Pennsylvania, New Hampshire, West Virginia, Florida 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 County Facilities.
 2. Reduction of incidents resulting from contraband entering County Facilities.
 3. Reduction in the potential for injury or loss of life to Staff and Inmates.
 4. Compliance with California State 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 Didactic 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 the Agency for Operator staff changes;
- Each MCSO 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 after Month 3;
- We are the **only Vendor** to have developed an **On-line Operator Training Program** offering MCSO 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.

EXHIBIT A

EXHIBIT A

**To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
And OD Security North America, hereinafter referred to as "CONTRACTOR"**

Workers' Compensation Justification and Verification of Purchase Price

Workers' Compensation Justification

At the time of execution of this Agreement, CONTRACTOR does not have employees and therefore, does not carry a Workers' Compensation Insurance coverage. Should CONTRACTOR hire employees during the term of this Agreement, CONTRACTOR shall comply with County's insurance requirements pertaining to Workers' Compensation as described below:

Workers' Compensation Insurance

If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Verification of Purchase Price:

The purchase price for the Soter RS Units being ordered is as follows:

	Per Unit	Total
Soter RS Body Scanning Units:	\$115,000.00	\$230,000.00
Shipping:	\$ 1,000.00	\$ 2,000.00
Installation:	\$ 1,250.00	\$ 2,500.00
Operator Training:	\$ 1,500.00	\$ 3,000.00
Sales Tax:	\$ 10,730.00	\$ 21,460.00
Grand Total		\$258,960.00

CONTRACTOR understands that purchase is being funded from a restricted funding source and that delivery must occur prior to 06-30-2018.