

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of a Sole Source Procurement  
for a Contract for Inmate Mail Scanner

ORDER NO. 37-2018

WHEREAS, Section 6.c of the Columbia County Public Contracting Ordinance authorizes the Board of County Commissioners to award a contract for goods and services without competition when the Board determines by order that the goods or services or class of goods or services are available from only one source; and

WHEREAS, ORS 279B.075 and OAR 137-047-0275 authorize a local government to approve a sole source procurement upon finding that: (1) the efficient utilization of existing goods requires the acquisition of compatible goods or services; (2) that the goods or services required for the exchange of software or data with another public or private agency are available from only one source; (3) that the goods or services are for use in a pilot or experimental project; or (4) other findings that support the conclusion that the goods or services are available from only one source; and

WHEREAS, the Columbia County Sheriff's Office requested a sole source procurement for a computer based inmate mail screening system, which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, as explained in its request, the Sheriff's office conducted research and confirmed that the inmate mail screening system provided by ChemImage is the only product available that provides a computer based inmate mail screening system; and

WHEREAS, notice of the sole source procurement was published on March 21, 2018, in the St. Helens Chronicle, a newspaper of general circulation in the County, and in the Daily Journal of Commerce; and

WHEREAS, no protests have been received, and at least seven days has passed since the date the notice was first published;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY ORDERS, as follows:

1. The Board finds that a computer based inmate mail screening system is available from only one source, ChemImage.
2. The above recitals and the findings and conclusions in the Sheriff's office report, attached hereto and incorporated herein as Exhibit A, are hereby adopted in support of the Board's decision.

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3. The sole source procurement for a computer based inmate mail screening system from ChemImage is approved.

DATED this 15<sup>th</sup> day of August, 2018.

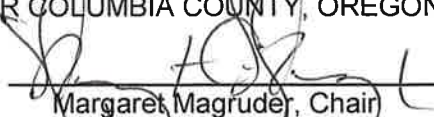
BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By:

  
Office of County Counsel

By:

  
Margaret Magruder, Chair

By:

  
Henry Heimuller, Commissioner

By:

  
Alex Tardif, Commissioner



**COLUMBIA COUNTY  
SHERIFF'S OFFICE**

**Steven K. Salle, Chief Deputy**

Exhibit A

**Address:** 901 Port Avenue, St. Helens, OR 97051

**Phone:** (503) 366-4611 **Fax:** (503)366-4644

**Web Address:** [www.co.columbia.or.us/sheriff](http://www.co.columbia.or.us/sheriff)

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July 27, 2018

Board of County Commissioner's  
230 Strand Street  
St. Helens, Oregon 97051

**Re: Request for Sole Source Procurement for Inmate Mail Screener**

The Sheriff's Office is requesting a sole source procurement based on County Ordinance 2015-2 Columbia County Public Contracting Ordinance Section 6 Subsection C 4. This states "Other findings that support the conclusion that the goods and services are available only from source".

This procurement is for an Inmate Mail Screener. The purchase of this computer will allow us to screen mail for various controlled substances. Giving us another tool for us to keep drugs from getting into our jail.

Based on the information I received from other counties in Washington State, they could not find another company that produces this type of system that scans mail and detects certain controlled substances. In addition I have performed an internet search using Google and Bing as my search engines, using the words "inmate mail screener" and "mail screener". I did not receive any hits that match the inmate mail screener.

I placed an ad in the Daily Journal of Commerce to be published on March 21, 2018. In essence saying that anyone that had a protest to this Sole Source Procurement had until March 28, 2018 at 1600 hours to make their protest known to me.

I also placed an ad in the St. Helens Chronicle to be published on March 21, 2018. In essence saying that anyone that had a protest to this Sole Source Procurement had until March 28, 2018 at 1600 hours to make their protest known to me.

The inmate mail screener will allow us to better protect our inmates and our community by giving us another tool to limit the flow of drugs into our jail. Keeping our facility safer for the deputies and inmates.

Based on the information we received from ChemImage and the lack of protests from ads, commissioners please allow us to move forward with the Sole Source Purchase of the Inmate Mail Screener.

Lt. McDowall



ChemImage Corporation  
 7301 Penn Avenue  
 Pittsburgh, PA 15208  
 United States

+1 (412) 241-7335

www.chemimage.com

**PROPOSAL**

Proposal ID 00000563

Bill To Name	Mr. Tom Whitlwer	Prepared By	Robert Levy
Contact Name	Brooke McDowall	Phone	775-781-2525
Bill To	Government Leasing 830 Tenderfoot Hill Rd., Ste 301 Colorado Springs, CO 80906 USA	Email	levyr@chemimage.com
		Expiration Date	9/11/2018
Email	brooke.mcdowall@co.columbia.or.us		

Quantity	Product	Line Item Description	List Price	Sales Price	Total Price
1.00	Extended Comprehensive Service Agreement (4-Year Package)	<ul style="list-style-type: none"> <li>• 4-Year Package</li> <li>• Recipe development support</li> <li>• Library expansion when available</li> <li>• Material &amp; labor covered (includes camera and filters)</li> <li>• One annual preventative agreement/year</li> </ul>	\$44,900.00	\$38,985.00	\$38,985.00
1.00	VeroVision Mail Screener	VeroVision™ Mail Screener Detection System  <ul style="list-style-type: none"> <li>• SWIR Hyperspectral Unit (SHU)</li> <li>• Mail Screening Lighting Stand for Document Scanning (Reflectance and Transmittance Modes)</li> <li>• Workstation Operator Control Unit with 23" Touch Screen Display</li> <li>• Ethernet and Sensor Head cables</li> <li>• Operator Manual</li> <li>• Limited Warranty</li> <li>• Installation and Training</li> </ul>	\$124,900.00	\$111,015.00	\$111,015.00

Subtotal	\$150,000.00
Total Price	\$150,000.00
Shipping and Handling	\$795.00
Grand Total	\$150,795.00

**Special Terms**

Description Early Adopter / Key Opinion Program

1. ChemImage Sensor Systems (CISS) and Facility will work together to enhance detection and identifications.
2. All Software and recipe enhancements will be provided at no additional costs during duration of the included service contracts.
3. Both CISS and Columbia Co. agree to work together to evaluate real-world samples; CISS will have access to data and occasionally any unique evidence samples for full lab analysis (ChemImage has a DEA research license and can perform these research functions under law).



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4. Facility agrees to host other Oregon Jail/Prison facilities for demonstrations and will assist CISS with show casing the mail screener technology.
5. Facility agrees to be a positive reference site for CISS and if it is unable to do so, agrees to immediately notify CISS and/or its account manager of such situation so it can be immediately corrected.
6. As mutually agreed between Facility and CISS, other interested parties can visit and see a demonstration of the system.
7. First year of service agreement included in purchase price of unit.
8. Columbia County Sheriff's Office agrees to host a major media outlet event (inviting the three major Portland TV stations and newspaper) show casing their purchase and how a mail screener will benefit their facility.

#### Shipping

Delivery: 90-120 days ARO  
Shipping: Prepay and add FOB Shipping Point  
Payment: Net 30 days from invoice  
See additional Terms and Conditions below

#### Remittance Address

ChemImage Corporation  
7301 Penn Avenue  
Pittsburgh, PA 15208

Make checks payable to: ChemImage Corporation  
Federal E.I.N. #54-2081245

#### Customer Service

ChemImage Sensor Systems, LLC. Confidential Quotation  
Customer Service or Questions regarding this quotation call: +1 412-241-7335  
The release of this information is approved as: EAR99/NLR-No License Required "These commodities, technology or software are controlled by the Export Administration Regulations (EAR). The export or subsequent re-export must be in accordance with United States export laws and regulations. Diversion contrary to United States law is prohibited."

#### TERMS & CONDITIONS

## Terms and Conditions

Shipping: Prepay and add  
Payment: Net 30 days from invoice

These Terms and Conditions constitute a material part of the agreement between ChemImage Biothreat LLC, d/b/a ChemImage Sensor Systems (Seller) and Customer. ChemImage objects to, and does not agree to be bound by, any changes to these terms and conditions. These terms and conditions supersede any inconsistent terms and conditions in any documentation submitted by Customer to Seller. ChemImage agrees to sell the Products to Customer provided that (i) the Products are available at the time of the order, (ii) ChemImage accepts the order, and (iii) Customer is in full compliance with the terms and conditions of this Agreement. Customer agrees to purchase the Products for use within the United States.



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1. Prices. Prices are based on the products and quantity described in the quote. Any changes or deletions to the product, quantity, or specifications may alter the price. Seller reserves the right to alter the product and prices in the quote, subject to Customer's confirmation.
2. Payment. Payment Terms. Payment terms are net thirty (30) days from date of invoice ("Due Date"). ChemImage must receive payment at the "Remit To" address listed on the invoice on or before the Due Date to be considered as received on time. Customer shall pay ChemImage a service charge of 1-1/2% per month (18% per year) or the highest amount allowed by law, if lower, on all past due amounts. In the event Customer is delinquent in payment of any amounts to ChemImage, whether or not related to this Agreement, ChemImage may, at its option declare all amounts owed to it under all agreements as due and payable immediately, and terminate this Agreement.
3. Seller offers eCommerce solutions giving customers flexible invoice and payment options.
  1. Invoice Options. Customer may choose to receive invoices
    1. Electronically via email
    2. by mail
    3. or by email and mail
  2. (b) Payment Options. Payment to ChemImage may be made either electronically (preferred method) or by check. In the event that an electronic payment is made, Customer must include a remittance or invoice number with each transaction.
4. Delivery. Freight terms are FOB Seller's shipping point unless otherwise specified. Notwithstanding anything in the foregoing to the contrary, Seller also charges a shipping charge for any of the Products. Additional charges for emergency or overnight deliveries will be the responsibility of Customer and will be added to the invoice.(a) Damage or Shortage in Shipment. Seller exercises care in packing shipments. To minimize the possibility of error, all orders should be inspected upon receipt. ANY DAMAGE, SHORTAGE OR OVERAGE DUE TO SHIPPING SHOULD BE REPORTED TO SELLER'S CUSTOMER SERVICE DEPARTMENT AT 412.241.7335 or 1-877-241-3550 WITHIN TWO (2) BUSINESS DAYS OF RECEIPT. Seller may reject requests for return authorization received later than two (2) business days from Customer's receipt of the Products. Customer's cooperation in providing this information will enable Seller to expedite the necessary adjustments. Customer agrees to purchase any and all insurance necessary to indemnify it against any loss in shipping. Seller will pre-pay and add shipping charges to the initial invoice. Delivery dates are not guaranteed, but are estimated on the basis of immediate receipt by Seller of all information and approvals to be furnished by Customer and the absence of delays which are excused under Section 8 (Force Majeure). Seller shall endeavor in good faith to meet estimated delivery dates.
5. Limited Warranties. Seller warrants to the Customer that for a period of 1 year from the date of installation, equipment manufactured by us shall be free from defects in materials and workmanship for a period of one (1) year from the date of installation of such equipment. Services performed by Seller in connection with such equipment, such as site training and installation services relating to the equipment, shall be free from defects for a period of one year from the date of shipment. If defects in materials or workmanship are discovered within the applicable warranty period as set forth above, Seller shall, at its sole option a) in the case of equipment, either repair or replace the equipment or b) in the case of defective services, re-perform such services. Seller shall have the option of replacing equipment with substitute products or new or used replacement parts.
  1. Basic Service Agreement provides updates to either repair or replace the equipment or b) in the case of defective services, re-perform such services. Seller shall have the option of replacing equipment with substitute products or new or used replacement parts.
  2. Comprehensive Service Agreement provides updates to either repair or replace the equipment or b) in the case of defective services, re-perform such services. Seller shall have the option of replacing equipment with substitute products or new or used replacement parts. In addition, the comprehensive service agreement provides software enhancement (no hardware changes) and additional of additional libraries (recipes) when available at no charge. During the comprehensive service agreement one preventative maintenance visit is also covered.
  3. If the customer is out of warranty, updates to software and libraries may be purchase for an additional cost. Any requests for service when system is out of warranty will be billed as time and material plus travel.



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6. **Software Licenses.** ChemImage grants Buyer a limited, revocable, non-exclusive right and license for the use of ChemImage VeroVision Mail Screener Software only in the specific configuration provided by ChemImage, and subject to Buyer's acceptance of the ChemImage End User License Agreement upon purchase of the VeroVision Mail Screener. Buyer shall not acquire title to ChemImage VeroVision Mail Screener Software. All updates or upgrades to the software that may be provided later by ChemImage as part of any maintenance, technical support, or other services program for the software shall also be subject to the End User License Agreement, unless a separate software license is provided. Such upgrades may be subject to additional charge.
7. **Return Goods Policy.** Seller can accept for credit only those Products that (a) do not perform pursuant to Seller's specifications for the Products, (b) may have been damaged during transportation, or (c) Customer may have received in error. Return of the Products must be authorized before any returns will be accepted. In cases of Products damaged during shipments, Customer must contact Seller according to the procedures in Section 4(a) of these Terms and Conditions, and must do so within the time period specified. Customer shall contact Seller Customer Service for instructions on the return procedure to be followed.
8. Warranty shall be void due to any of the following: a) If the product has been opened, modified, altered, or repaired, except by Seller or its authorized agents, b) if the product has not been installed or maintained or used in accordance with instructions provided by Seller, c) misuse, abuse, accident, thermal or electrical irregularity, theft, vandalism, fire, water, or other peril, d) damage caused by containment and/or operation outside the environmental specification of the product, e) connection of the product to other systems, equipment, or devices or use with other software (other than software specifically provided by Seller), or f) removal or alteration of identification labels on the product or its parts. EXCEPT AS SET FORTH HEREIN, NO OTHER WARRANTIES OR REMEDIES, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED, IMPLIED (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR OTHERWISE, SHALL NOT APPLY. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. REPAIR OR REPLACEMENT OF THE EQUIPMENT DURING THE APPLICABLE WARRANTY PERIOD IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY. IN NO EVENT SHALL SELLER OR ITS SUBCONTRACTORS HAVE ANY LIABILITY TO CUSTOMER, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER ARISING BEFORE OR AFTER DELIVERY OF THE GOODS AND/OR PERFORMANCE OF THE SERVICES FURNISHED UNDER THE SALES CONTRACT, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PENAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGE TO OR LOSS OF USE OF PLANT OR EQUIPMENT, EXPENSES INVOLVING INTEREST CHARGES OR COST OF CAPITAL, LOSS OF PROFITS OR REVENUES, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, OR CLAIMS OF CUSTOMER. .
9. **Termination.** Seller may terminate the performance of the work under the agreement in whole at any time, or from time to time in part, by written notice to Customer.
10. **Default – Cancellation.** Customer may not cancel this order, or any portion thereof, except upon written notice to Seller and upon payment to Seller of the cancellation charges specified below. Customer acknowledges that such charges have been agreed upon, not as a penalty, but as a result of the difficulty of computing actual damages and the inconvenience and non-feasibility of Seller otherwise obtaining an adequate remedy.

Cancellation Notice Received Prior to Scheduled Delivery	Cancellation Charges (Percentage of Sales Price of Goods)
Less than 30 Days	50%
45 Days or More	25%

Customer may not cancel any order, or portion thereof, after shipment, Buyer may not reschedule or change any order, or portion thereof, without Seller's prior written consent.  
remedy.



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11. Bankruptcy/Insolvency - In the event of Customer's bankruptcy or insolvency, or in the event any proceeding is brought against Customer, voluntarily or involuntarily, under the bankruptcy or insolvency laws, Seller may cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and shall be paid the cancellation charges specified in Section 6 (Default—Cancellation).
12. Force Majeure. Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.
13. Indemnification. Customer will defend, hold harmless, and indemnify Seller from and against any liability and expenses (including, without limitation, attorney and other professional fees and disbursements) arising from or in connection with any damages, injuries, or third party claims of demands to recover for personal injury, death, or property damage caused by or arising out of any of the goods or services supplied the Seller (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or other legal theories), except to the extent such injury, damage, or loss results from Seller's negligent actions.
14. Assignment. Neither this order nor any rights or obligations herein may be assigned by Customer nor may Customer delegate the performance of any of its duties hereunder without Seller's prior written consent.
15. Intellectual Property. Seller warrants that products furnished under the Sales Contract, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. Customer acknowledges and agrees that all intellectual property rights in the Products and Software and in any Seller technology, intellectual property, and know-how used to make or useful for the manufacture or use of the products will at all times remain vested in the Seller. Customer shall not use Seller's trademark, tradename, or other indication in relation to the Product unless in accordance with Seller's instructions or prior written approval and solely for the purposes expressly specified by Seller in writing. Customer shall not have nor obtain any right, title, or interest in or to any Seller's owned trademarks, tradenames, or other indications. Customer acknowledges all rights, title, and interest of Seller in respect of and to Seller's owned trademarks, tradenames, and other indications.
16. Attorneys' Fees. In the event there is any dispute concerning the terms of this agreement or the performance of any party, and any party retains counsel of the purpose of enforcing any of the provisions of this agreement or asserting the terms of this agreement in defense of any suit filed against said party, each party shall be solely responsible for its own costs and attorneys' fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion.
17. Invoices and Notices. All correspondence covering this quote must be addressed to ChemImage Biothreat LLC, d/b/a ChemImage Sensor Systems, 7301 Penn Ave., Pittsburgh, PA 15208. The parties agree that for any transactions subject to this quote, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created pursuant to this order may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of this quote or any document created hereunder, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system.
18. Severability. In case any one or more provisions contained in this quote shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
19. Notice. Any notice given under this quote shall be in writing and will be effective: (i) when delivered if delivered in person; or, (ii) three (3) days after deposited in the United States mail to the address provided on the first page of this quote. Email communications are solely for the convenience of the parties and will not constitute valid or effective legal notice for purposes of this quote.
20. Taxes Prices do not include any municipal, provincial, state or federal sales, use, excise, value added or similar taxes. Consequently, in addition to prices specified, the amount of any present or future taxes, duties and/or tariffs that may be imposed shall be paid by Customer, or in lieu thereof, Customer will provide Seller with a tax exemption certificate acceptable to the taxing authorities. International sales are subject to applicable transportation and import duties, licenses, and fees, or as agreed to by the purchase order.
21. Export Laws Customer agrees to comply with all applicable export laws, assurances, codes, and license requirements and controls of the United States and other applicable jurisdictions in connection with the use





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and resale of products including Customer's acceptance of responsibility for the payment of any relevant taxes or duties, etc.

- 22. ITAR Compliance. Customer is advised that this purchase order may involve goods or services subject to the International Traffic in Arms Regulations (ITAR) ITAR 22 CFR , Chapter 1, Sub-Chapter M, §120-§130, the Export Administration Regulations, and other applicable U.S. export laws and regulations, as may be amended from time to time. Sale of goods may be subject to licensing requirements by the U.S. Government, and may not be resold, diverted, transferred, or otherwise be disposed of, to any other country or to any person other than the authorized end-user or consignee(s), either in their original form or after being incorporated into other end-items, without first obtaining approval from the U.S. Department of State or use of an applicable exemption. If Customer is a U.S. company that engages in the business of either manufacturing or exporting defense articles or furnishing defense services, the Customer hereby certifies that it has registered with the U.S. Department of State, Directorate of Defense Trade Controls and understands its obligations to comply with the International Traffic in Arms Regulations (ITAR) and the Department of Commerce, Export Administration Regulations (EAR). Customer shall indemnify and hold Seller harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Customer's non-compliance with U.S. export laws.
- 23. Applicable Law This Agreement is governed by the laws of the Commonwealth of Pennsylvania, excluding the United Nations Convention on Contracts for the International Sale of Goods ('CISG') and excluding its conflict of laws rules. Customer submits to the jurisdiction of the state and federal courts located with the County of Allegheny within the Commonwealth of Pennsylvania.
- 24. Entire Agreement; Additional or Different Provisions Rejected; Modifications; Amendment. This quote constitutes the entire agreement between Customer and Supplier, unless superseded by a Distribution Agreement signed by both parties. Any additional or different provisions proposed by Customer are rejected and will not be effective unless agreed to in writing by Seller. The parties may agree to amend provision(s) contained in these Terms and Conditions if such amendment (1) specifically references the provision(s) in these Terms and Conditions to be amended; (2) specifically provides how such provision(s) is amended, and (3) is executed by the President of Seller. Otherwise, this Quote may be amended or renewed only by written agreement of both parties.

Purchase Order must reference Quotation Number

## Accepted by:

Name of Facility: \_\_\_\_\_

ChemImage Corporation

Address: \_\_\_\_\_

7301 Penn Avenue

\_\_\_\_\_

Pittsburgh, PA 19208

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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**PROPOSAL**

Proposal ID 00000563

Bill To Name	Lt. Brooke McDowall	Prepared By	Robert Levy
Contact Name	Brooke McDowall	Phone	775-781-2525
Bill To	Columbia Co Sheriff's Office 801 Port Ave Saint Helens, OR 97051 USA	Email	levyr@chemimage.com
		Expiration Date	9/11/2018
Email	brooke.mcdowall@co.columbia.or.us		

Quantity	Product	Line Item Description	List Price	Sales Price	Total Price
1.00	Extended Comprehensive Service Agreement (4-Year Package)	<ul style="list-style-type: none"> <li>• 4-Year Package</li> <li>• Recipe development support</li> <li>• Library expansion when available</li> <li>• Material &amp; labor covered (includes camera and filters)</li> <li>• One annual preventative agreement/year</li> </ul>	\$44,900.00	\$38,985.00	\$38,985.00
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#### Customer Service

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Customer Service or Questions regarding this quotation call: +1 412-241-7335  
The release of this information is approved as: EAR99/NLR-No License Required "These commodities, technology or software are controlled by the Export Administration Regulations (EAR). The export or subsequent re-export must be in accordance with United States export laws and regulations. Diversion contrary to United States law is prohibited."

#### TERMS & CONDITIONS

## Terms and Conditions

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3. Seller offers eCommerce solutions giving customers flexible invoice and payment options.
  1. Invoice Options. Customer may choose to receive invoices
    1. Electronically via email
    2. by mail
    3. or by email and mail
  2. (b) Payment Options. Payment to ChemImage may be made either electronically (preferred method) or by check. In the event that an electronic payment is made, Customer must include a remittance or invoice number with each transaction.
4. **Delivery.** Freight terms are FOB Seller's shipping point unless otherwise specified. Notwithstanding anything in the foregoing to the contrary, Seller also charges a shipping charge for any of the Products. Additional charges for emergency or overnight deliveries will be the responsibility of Customer and will be added to the invoice.(a) Damage or Shortage in Shipment. Seller exercises care in packing shipments. To minimize the possibility of error, all orders should be inspected upon receipt. ANY DAMAGE, SHORTAGE OR OVERAGE DUE TO SHIPPING SHOULD BE REPORTED TO SELLER'S CUSTOMER SERVICE DEPARTMENT AT 412.241.7335 or 1-877-241-3550 WITHIN TWO (2) BUSINESS DAYS OF RECEIPT. Seller may reject requests for return authorization received later than two (2) business days from Customer's receipt of the Products. Customer's cooperation in providing this information will enable Seller to expedite the necessary adjustments. Customer agrees to purchase any and all insurance necessary to indemnify it against any loss in shipping. Seller will pre-pay and add shipping charges to the initial invoice. Delivery dates are not guaranteed, but are estimated on the basis of immediate receipt by Seller of all information and approvals to be furnished by Customer and the absence of delays which are excused under Section 8 (Force Majeure). Seller shall endeavor in good faith to meet estimated delivery dates.
5. **Limited Warranties.** Seller warrants to the Customer that for a period of 1 year from the date of installation, equipment manufactured by us shall be free from defects in materials and workmanship for a period of one (1) year from the date of installation of such equipment. Services performed by Seller in connection with such equipment, such as site training and installation services relating to the equipment, shall be free from defects for a period of one year from the date of shipment. If defects in materials or workmanship are discovered within the applicable warranty period as set forth above, Seller shall, at its sole option a) in the case of equipment, either repair or replace the equipment or b) in the case of defective services, re-perform such services. Seller shall have the option of replacing equipment with substitute products or new or used replacement parts.
  1. **Basic Service Agreement** provides updates to either repair or replace the equipment or b) in the case of defective services, re-perform such services. Seller shall have the option of replacing equipment with substitute products or new or used replacement parts.
  2. **Comprehensive Service Agreement** provides updates to either repair or replace the equipment or b) in the case of defective services, re-perform such services. Seller shall have the option of replacing equipment with substitute products or new or used replacement parts. In addition, the comprehensive service agreement provides software enhancement (no hardware changes) and additional of additional libraries (recipes) when available at no charge. During the comprehensive service agreement one preventative maintenance visit is also covered.
  3. If the customer is out of warranty, updates to software and libraries may be purchase for an additional cost. Any requests for service when system is out of warranty will be billed as time and material plus travel.



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7301 Penn Avenue  
Pittsburgh, PA 15208  
United States

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www.chemimage.com

6. Software Licenses. ChemImage grants Buyer a limited, revocable, non-exclusive right and license for the use of ChemImage VeroVision Mail Screener Software only in the specific configuration provided by ChemImage, and subject to Buyer's acceptance of the ChemImage End User License Agreement upon purchase of the VeroVision Mail Screener. Buyer shall not acquire title to ChemImage VeroVision Mail Screener Software. All updates or upgrades to the software that may be provided later by ChemImage as part of any maintenance, technical support, or other services program for the software shall also be subject to the End User License Agreement, unless a separate software license is provided. Such upgrades may be subject to additional charge.
7. Return Goods Policy. Seller can accept for credit only those Products that (a) do not perform pursuant to Seller's specifications for the Products, (b) may have been damaged during transportation, or (c) Customer may have received in error. Return of the Products must be authorized before any returns will be accepted. In cases of Products damaged during shipments, Customer must contact Seller according to the procedures in Section 4(a) of these Terms and Conditions, and must do so within the time period specified. Customer shall contact Seller Customer Service for instructions on the return procedure to be followed.
8. Warranty shall be void due to any of the following: a) If the product has been opened, modified, altered, or repaired, except by Seller or its authorized agents, b) if the product has not been installed or maintained or used in accordance with instructions provided by Seller, c) misuse, abuse, accident, thermal or electrical irregularity, theft, vandalism, fire, water, or other peril, d) damage caused by containment and/or operation outside the environmental specification of the product, e) connection of the product to other systems, equipment, or devices or use with other software (other than software specifically provided by Seller), or f) removal or alteration of identification labels on the product or its parts. EXCEPT AS SET FORTH HEREIN, NO OTHER WARRANTIES OR REMEDIES, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED, IMPLIED (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR OTHERWISE, SHALL NOT APPLY. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. REPAIR OR REPLACEMENT OF THE EQUIPMENT DURING THE APPLICABLE WARRANTY PERIOD IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY. IN NO EVENT SHALL SELLER OR ITS SUBCONTRACTORS HAVE ANY LIABILITY TO CUSTOMER, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER ARISING BEFORE OR AFTER DELIVERY OF THE GOODS AND/OR PERFORMANCE OF THE SERVICES FURNISHED UNDER THE SALES CONTRACT, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PENAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGE TO OR LOSS OF USE OF PLANT OR EQUIPMENT, EXPENSES INVOLVING INTEREST CHARGES OR COST OF CAPITAL, LOSS OF PROFITS OR REVENUES, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, OR CLAIMS OF CUSTOMER. .
9. Termination. Seller may terminate the performance of the work under the agreement in whole at any time, or from time to time in part, by written notice to Customer.
10. Default – Cancellation. Customer may not cancel this order, or any portion thereof, except upon written notice to Seller and upon payment to Seller of the cancellation charges specified below. Customer acknowledges that such charges have been agreed upon, not as a penalty, but as a result of the difficulty of computing actual damages and the inconvenience and non-feasibility of Seller otherwise obtaining an adequate remedy.

Cancellation Notice Received Prior to Scheduled Delivery	Cancellation Charges (Percentage of Sales Price of Goods)
Less than 30 Days	50%
45 Days or More	25%

Customer may not cancel any order, or portion thereof, after shipment, Buyer may not reschedule or change any order, or portion thereof, without Seller's prior written consent.  
remedy.



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11. Bankruptcy/Insolvency - In the event of Customer's bankruptcy or insolvency, or in the event any proceeding is brought against Customer, voluntarily or involuntarily, under the bankruptcy or insolvency laws, Seller may cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and shall be paid the cancellation charges specified in Section 6 (Default—Cancellation).
12. Force Majeure. Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.
13. Indemnification. Customer will defend, hold harmless, and indemnify Seller from and against any liability and expenses (including, without limitation, attorney and other professional fees and disbursements) arising from or in connection with any damages, injuries, or third party claims of demands to recover for personal injury, death, or property damage caused by or arising out of any of the goods or services supplied the Seller (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or other legal theories), except to the extent such injury, damage, or loss results from Seller's negligent actions.
14. Assignment. Neither this order nor any rights or obligations herein may be assigned by Customer nor may Customer delegate the performance of any of its duties hereunder without Seller's prior written consent.
15. Intellectual Property. Seller warrants that products furnished under the Sales Contract, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. Customer acknowledges and agrees that all intellectual property rights in the Products and Software and in any Seller technology, intellectual property, and know-how used to make or useful for the manufacture or use of the products will at all times remain vested in the Seller. Customer shall not use Seller's trademark, tradename, or other indication in relation to the Product unless in accordance with Seller's instructions or prior written approval and solely for the purposes expressly specified by Seller in writing. Customer shall not have nor obtain any right, title, or interest in or to any Seller's owned trademarks, tradenames, or other indications. Customer acknowledges all rights, title, and interest of Seller in respect of and to Seller's owned trademarks, tradenames, and other indications.
16. Attorneys' Fees. In the event there is any dispute concerning the terms of this agreement or the performance of any party, and any party retains counsel of the purpose of enforcing any of the provisions of this agreement or asserting the terms of this agreement in defense of any suit filed against said party, each party shall be solely responsible for its own costs and attorneys' fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion.
17. Invoices and Notices. All correspondence covering this quote must be addressed to ChemImage Biothreat LLC, d/b/a ChemImage Sensor Systems, 7301 Penn Ave., Pittsburgh, PA 15208. The parties agree that for any transactions subject to this quote, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created pursuant to this order may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of this quote or any document created hereunder, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system.
18. Severability. In case any one or more provisions contained in this quote shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
19. Notice. Any notice given under this quote shall be in writing and will be effective: (i) when delivered if delivered in person; or, (ii) three (3) days after deposited in the United States mail to the address provided on the first page of this quote. Email communications are solely for the convenience of the parties and will not constitute valid or effective legal notice for purposes of this quote.
20. Taxes Prices do not include any municipal, provincial, state or federal sales, use, excise, value added or similar taxes. Consequently, in addition to prices specified, the amount of any present or future taxes, duties and/or tariffs that may be imposed shall be paid by Customer, or in lieu thereof, Customer will provide Seller with a tax exemption certificate acceptable to the taxing authorities. International sales are subject to applicable transportation and import duties, licenses, and fees, or as agreed to by the purchase order.
21. Export Laws Customer agrees to comply with all applicable export laws, assurances, codes, and license requirements and controls of the United States and other applicable jurisdictions in connection with the use



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and resale of products including Customer's acceptance of responsibility for the payment of any relevant taxes or duties, etc.

- 22. ITAR Compliance. Customer is advised that this purchase order may involve goods or services subject to the International Traffic in Arms Regulations (ITAR) ITAR 22 CFR , Chapter 1, Sub-Chapter M, §120-§130, the Export Administration Regulations, and other applicable U.S. export laws and regulations, as may be amended from time to time. Sale of goods may be subject to licensing requirements by the U.S. Government, and may not be resold, diverted, transferred, or otherwise be disposed of, to any other country or to any person other than the authorized end-user or consignee(s), either in their original form or after being incorporated into other end-items, without first obtaining approval from the U.S. Department of State or use of an applicable exemption. If Customer is a U.S. company that engages in the business of either manufacturing or exporting defense articles or furnishing defense services, the Customer hereby certifies that it has registered with the U.S. Department of State, Directorate of Defense Trade Controls and understands its obligations to comply with the International Traffic in Arms Regulations (ITAR) and the Department of Commerce, Export Administration Regulations (EAR). Customer shall indemnify and hold Seller harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Customer's non-compliance with U.S. export laws.
- 23. Applicable Law This Agreement is governed by the laws of the Commonwealth of Pennsylvania, excluding the United Nations Convention on Contracts for the International Sale of Goods ('CISG') and excluding its conflict of laws rules. Customer submits to the jurisdiction of the state and federal courts located with the County of Allegheny within the Commonwealth of Pennsylvania.
- 24. Entire Agreement; Additional or Different Provisions Rejected; Modifications; Amendment. This quote constitutes the entire agreement between Customer and Supplier, unless superseded by a Distribution Agreement signed by both parties. Any additional or different provisions proposed by Customer are rejected and will not be effective unless agreed to in writing by Seller. The parties may agree to amend provision(s) contained in these Terms and Conditions if such amendment (1) specifically references the provision(s) in these Terms and Conditions to be amended; (2) specifically provides how such provision(s) is amended, and (3) is executed by the President of Seller. Otherwise, this Quote may be amended or renewed only by written agreement of both parties.

Purchase Order must reference Quotation Number

### Accepted by:

Name of Facility: \_\_\_\_\_

ChemImage Corporation

Address: \_\_\_\_\_

7301 Penn Avenue

\_\_\_\_\_

Pittsburgh, PA 19208

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## HUMBOLDT COUNTY SHERIFF'S OFFICE

### INTER-OFFICE MEMORANDUM

**DATE:** May 31, 2016  
**TO:** Humboldt County  
**FROM:** Dean Flint, Lieutenant /  
**SUBJECT:** VeroVision Mail Screener

We have come before this committee in the past requesting funds for equipment which serve the sole purpose of the detection of narcotics and other contraband entering the correctional facility. Most recently this board approved the funding of the SOTOR RS Full Body Scanner, which is now in place and operational within the correctional facility.

Sheriff Downey is dedicated to the mission of detecting the introduction of these types of contraband by utilizing tools such as the Body Scanner and a narcotic detecting police service dog. These efforts seek a common goal with other stakeholders, such as the Humboldt County Probation Department and the Department of Health and Human Services, to reduce recidivism and drug addiction through education and programs within the correctional facility and with continued support for offenders after release.

We have said before, inmates smuggle contraband into the facility in various ways, often packing latex gloves or balloons with contraband and secreting these items in their rectum or vaginal cavity. These contraband items are used by the offender themselves or in most cases sold to other inmates who may be detoxing from controlled substances. When these drugs are successfully smuggled into the facility it allows the offenders to continue the behaviors of substance abuse which they were so accustomed while not in custody, completely circumventing the efforts we all have committed to, which is the rehabilitation of those offenders who are dealing with issues of substance abuse.

To reiterate information which we have shared with the board in the past, possession of narcotics within the correctional facility has increased almost 34% from January 2012 through December 2015.

Now with the Body Scanner operational inmates are being more creative in their efforts to introduce the contraband to the correctional environment without being detected by the narcotic detecting police service dog or Body Scanner. Correctional staff have been told by inmates in the past that narcotics, especially methamphetamine, is turned into a liquid form and used to saturate paper. When the paper is dry it leaves no distinguished water mark when used with colored paper. Incoming mail is always screened for contraband, but this method appears to be undetected by the staff screening the mail. Most recently, on May 15, 2016, a Correctional Deputy working within a housing unit of the facility noticed



inmates grouped together and acting suspiciously. When the officer confronted the inmates one of them was found to be in possession of a small piece of orange paper, which was wrapped in toilet paper. Being curious of why a person would make an effort to hide a simple blank piece of paper, the deputy investigated further and found another inmate in possession of a similar piece of paper, which also appeared to be tom from a larger one. A search of the housing unit revealed a larger piece of orange paper, which smaller ones appeared to be tom from. The paper was tested for narcotics using standard field test kits, and returned with a positive test form methamphetamine. This paper cleared the screening process, unnoticed by the staff responsible for clearing mail to be delivered to inmates. This incident confirmed our suspicions that the information we had been hearing about the process of soaking paper in methamphetamine was in fact true.

On May 17, 2016 I met with Robert Levy, a representative of a ChemImage Sensor Systems, a company which specializes in the detection of concealed drugs and common cutting agents. Robert demonstrated a new, cutting edge, system that detects controlled substances which cannot be seen by the human eye without intense scrutiny, or if at all. The system he demonstrated was impressive to say the least, as he passed simple plain envelopes and stationary through the scanner which revealed saturated controlled substances that had passed our inspection completely undetected. The system is calibrated to detect Cocaine, Heroin, Ketamine, Methadone, Methamphetamine, PCP and Suboxone to name a few. Scanning of documents is done in seconds to indicate an illicit substance, and the company promises that on delivery the system will not only detect the substance, but identify specifically what the substance is. ChemImage is in the process of validating their substance identification to the point its validation is admissible and defensible in a court of law, just as any chemical field test is now. This technology is important because it would not "use" a portion of the substance, which is the case with chemical testing, thus destroying a portion of the substance which could impact the ability for additional testing if requested in a laboratory.

This tool would add an additional layer of control to the problem of the introduction of narcotics into the correctional facility, which in turn provides a safer and more successful environment for the rehabilitation of substance abusers.

The Humboldt County Sheriff's Office respectfully requests the CCP Board approve the "One Time Funding" in the amount of \$159,987.84 for the purchase of the VeroVision Mail Screener. This funding will include delivery, set up, training, and three years of a complete and comprehensive service contract.

I urge the board to move forward with funding this proposal in the interest of the continued success of the rehabilitation efforts we are all committed to achieving.

Thank you for your consideration.

Dean Flint, Lieutenant  
Humboldt County Sheriff's Office

**VENTURA COUNTY  
SHERIFF'S OFFICE**

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**M E M O R A N D U M**

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**DATE:** July 27, 2018~~April 14, 2016~~~~March 7, 2016~~

**TO:** Procurement Services

**FROM:** Rob Davidson, Captain

**RE:** Request to Waive Bidding Requirements

The Sheriff's Office is exploring the use of spectral imaging to detect attempts to smuggle illicit drugs into the jail. The introduction of illicit drugs into the jail is a dangerous and serious issue for our jails. Inmates who obtain and use drugs in jail suffer medical emergencies, become combative with other inmates and staff and present safety concerns when they become uncontrollable and violent because of their drug use.

In an attempt to detect and interdict these drugs, the Sheriff's Office has implemented technology and innovations such as canine detection and body scanners. We are now moving toward the introduction of a mail screening device that will assist in not only preventing drugs from entering the jail through mail service, but will also allow inmates to receive mail that was once rejected because we had no reliable method of screening for drugs.

We believe the VeroVision Mail Screener by ChemImage is alone in the market with no other companies providing equipment designed for this use. In support of this, I have outlined the answers to the questions specified in the "Request to Waive Bidding Requirements" form.

Product is available from one distributor, or direct from manufacturer:

The market place for drug detection technology is narrow, with only a handful of laboratories providing equipment for this purpose. With the exception of ChemImage, the equipment is designed for use in the field by law enforcement and other interdiction organizations. The products are designed to test single items that are suspected of being drugs and take several minutes to process. This technology also requires the item to be swiped with a test platen of some type, which is then inserted into the testing device for analysis. This is akin to having your luggage screened at the airport for explosives.

This technology and process is slow and would be unusable in the corrections environment; the volume of mail to be screened numbers in the hundreds (per day).

ChemImage is the only company we have found that has designed a product specifically designed to use light (spectral imaging) to detect illicit drugs. This process removes the need for test platens and inserting anything into the machine. Instead the item is scanned and analyzed using light waves. This speeds up the process to a matter of seconds per item to be screened; which makes the technology usable in the jail environment.

Also, test platens, reagents and other types of contact testing ~~regimines~~regimens create a waste stream for landfills and the environment. For example, NIK kits use acids and chemicals to provide a test and once used are merely thrown away. The use of light and spectroscopy does not generate any waste or byproducts as a part of the test or screening. Further, there are also no harmful emissions generated by the unit unlike x-ray or millimeter wave technologies.

After becoming aware of this product, I conducted an extensive internet search for similar products and found none. As indicated earlier in this request, there are companies which make drug/explosive detection equipment for field use. However, as pointed out, this equipment requires a suspected sample to be inserted into the equipment (via a platen) for analysis.

Additionally, the ChemImage equipment does not require any suspect sample to be taken, the entire item is scanned by the equipment and analyzed using spectral imaging. This technology was developed by ChemImage under a grant from the Defense Advanced Research Projects Agency, a branch of the Department of Defense. ChemImage possesses numerous patents which make their product the sole item in this category of drug screening.

After conducting an extensive search as well as contacting the National Institute of Justice – Sandia ~~Laboratories~~Laboratories in New Mexico, I can certify that I found no other equipment that performs the mail screening task.

If I can provide any additional information, please do not hesitate to contact me (805) 648-9275.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2015

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).

<b>PRODUCER</b> Tucker, Johnston & Smelzer Inc 1301 Grandview Avenue, Suite 400 Pittsburgh, PA 15211		<b>CONTACT NAME:</b> Charlene Dean <b>PHONE (A/C, No, Ext):</b> (412) 395-4000 <b>E-MAIL ADDRESS:</b> cdean@tjsins.com		<b>FAX (A/C, No):</b> (412) 381-9368
<b>INSURED</b> Chemimage Corporation 7301 Penn Avenue Pittsburgh PA 15208		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Great Northern Insurance Co.		20303
		INSURER B: Federal Insurance Company		20281
		INSURER C: Chubb Indemnity Insurance Company		12777
		INSURER D:		
		INSURER E:		
		INSURER F:		

**COVERAGES** CERTIFICATE NUMBER: CL15122908441 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 SUBR INSD YWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		35808757	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		73242676	1/1/2016	1/1/2017	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 EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$ 0		79781737	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in PA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	71648805	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	PRODS LIABILITY-CLAIMS MADE		35808747	1/1/2016	1/1/2017	PRODUCTS LIABILITY \$ 5,000,000
B	ERRORS&OMISSIONS-CLAIMS MAD		35808747	1/1/2016	1/1/2017	ERRORS & OMISSIONS \$ 10,000,000

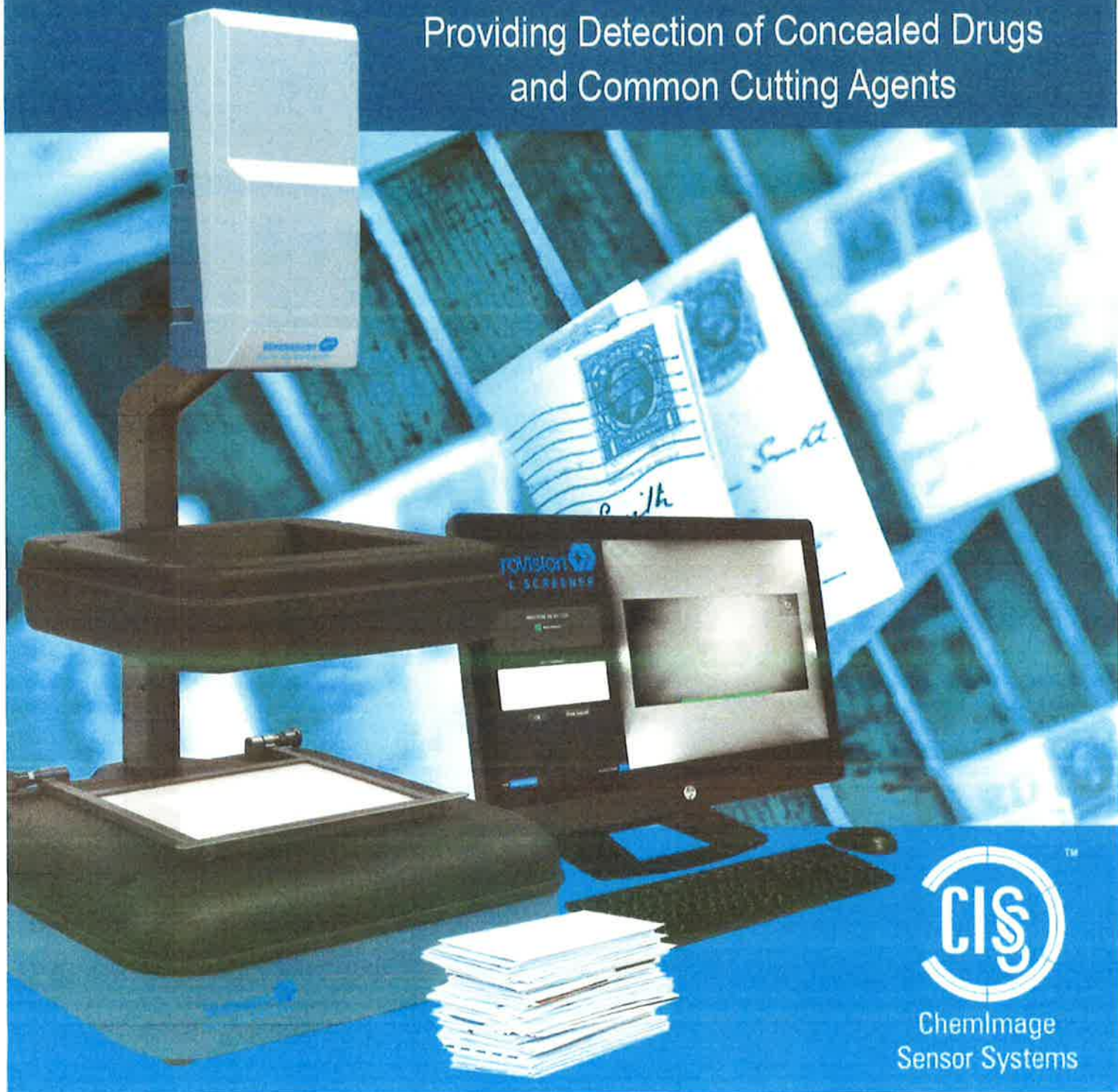
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	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 Charlene Dean/CLD <i>Charlene Dean</i>

# VeroVision™

## MAIL SCREENER

Providing Detection of Concealed Drugs  
and Common Cutting Agents



**CIS**™  
ChemImage  
Sensor Systems

## Stop Drugs from Getting Through Your Screening Process

Are drugs entering your facility through the mail, even after visual inspection? The VeroVision Mail Screener features a simple, *one click detection* interface that allows the operator to quickly scan mail and clearly confirm the existence of an illicit substance.

### The VeroVision Mail Screener

- Provides detection of suspicious substances with just a click of a button.
- Utilizes near-infrared light to reveal what cannot be seen with the human eye.
- Detects illicit drugs and common cutting agents by using advanced acquisition and processing methods.
- Sees through envelopes, paper, stamps, stickers, and even under crayon.
- Can image an entire sheet of paper (9 x 12 inches) in seconds using wide-field spectral imaging.
- Presents the results in an easy-to-understand user interface.
- Generates a report with imagery for documentation; customizable for your facility.
- Detects, collects high-resolution spectral data, and makes a presumptive identification of the substance (future enhancement).



#### One Click Detection

Allows anyone to quickly scan and detect suspicious substances.



Photograph of Envelope

Sample of an illicit substance detection; freebase cocaine hidden behind the mailing address label.



Photograph of Envelope

Sample of a common cutting agent detection; baking soda sealed inside the edge of an envelope.



User Interface Screen



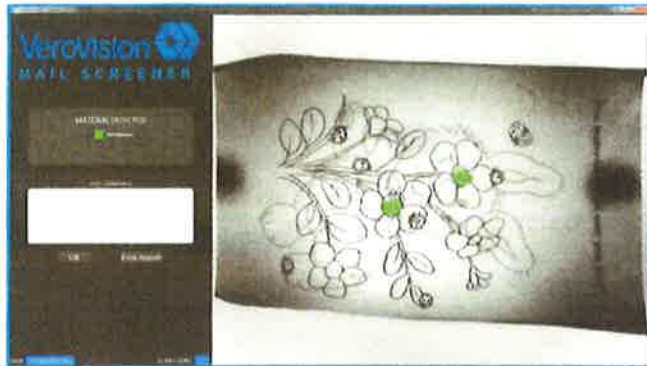
User Interface Screen

## Support for Visual Inspections

Visual inspection of mail can reveal a suspicious looking powder, or a letter adhesive that looks like water has been applied to it. These findings are obvious red flags to most inspectors. With the VeroVision Mail Screener, inspectors can detect the not-so-obvious presence of an illicit substance. In the time it takes for a physical/visual inspection, the VeroVision Mail Screener can detect a number of common drugs and cutting agents.



Photograph of Coloring Book Page



User Interface Screen

Sample detection of Suboxone<sup>®</sup> that has been mixed with crayon and watercolor.

### Drugs of Interest

Cocaine  
 Heroin  
 Ketamine  
 Methadone  
 Methamphetamine  
 PCP (Phencyclidine)  
 Suboxone<sup>®</sup>

### Cutting Agents

Baking soda  
 Caffeine  
 DMSO  
 Lidocaine  
 Phenacetin  
 Procaine

Suboxone<sup>®</sup> is a registered trademark of Reckitt Benckiser Pharmaceuticals Inc.

Additional drugs of interest may be added to the libraries.



Photograph of Business Card

Sample detection of Methamphetamine inserted between the paper layers of a business card.



User Interface Screen

Sample detection of caffeine, a common cutting agent, hidden between layers of greeting card.



Photograph of Greeting Card



User Interface Screen

## How Does it Work?

The VeroVision Mail Screener uses a method known as hyperspectral imaging to detect and highlight the presence of unknown substances that may be hidden in a sample. Facilitated by innovative imaging spectrometers incorporating a unique sensor technology, this method is highly effective as it targets chemical information that can be specifically visualized in the near-infrared (NIR) spectrum. NIR light, invisible to the human eye, extends just beyond the red portion of the visible spectrum.

The NIR light can penetrate the articles of mail, allowing for detection of concealed illicit substances, while at the same time suppressing background materials, colors and patterns commonly associated with ordinary envelopes, greeting cards, papers, and stamps.

VeroVision utilizes advanced acquisition and processing methods to detect the presence of illicit substances within the articles of mail. These detections are presented to the user in a simple interface which allows for report generation, inclusive of images.

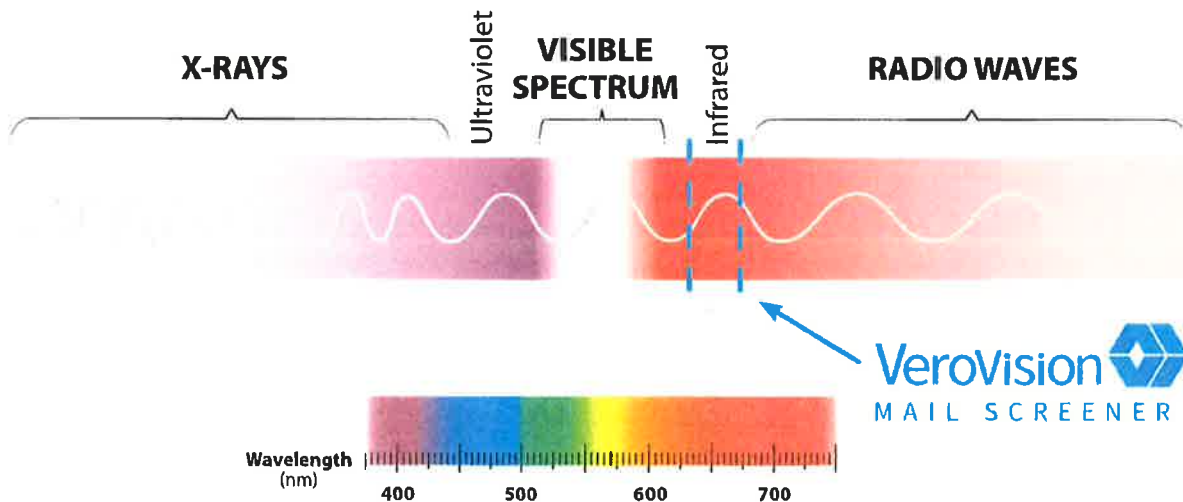
Once an illicit substance has been detected, high-resolution spectral information can be acquired and used to generate a presumptive identification of the substance (future enhancement).



Photograph of coloring book page (upper) and illicit substance detected underneath the sticker (lower).

NIR imaging can minimize background coloring or patterns within a sample (a common interference during visual inspections) to provide an easy and conspicuous detection of an illicit substance.

## Understanding Visible and Invisible Light



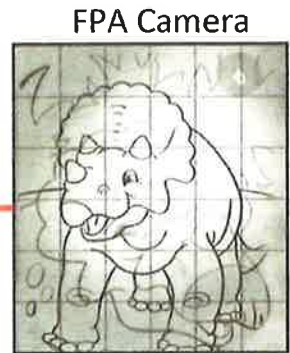
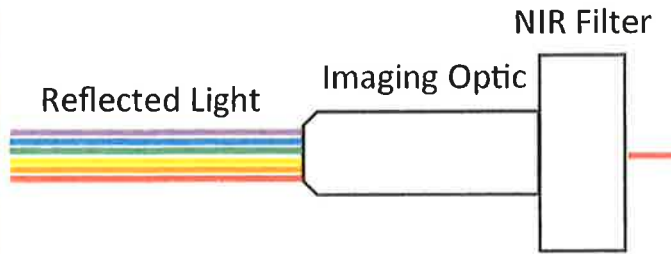




Sunlight

## What is Hyperspectral Imaging (HSI)?

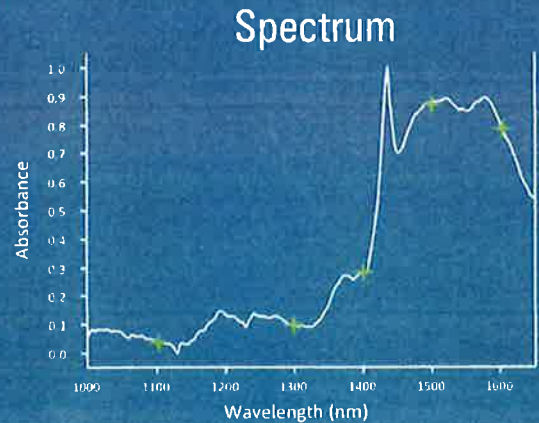
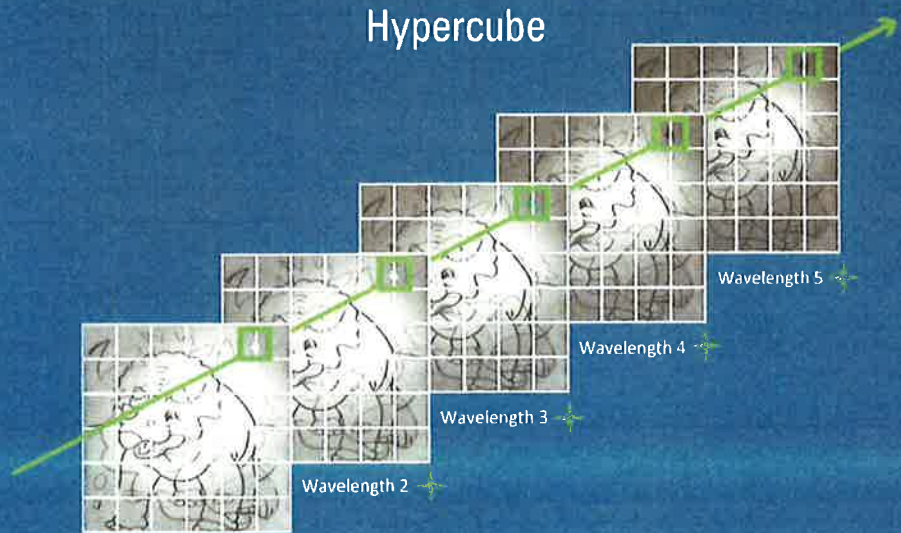
HSI is an extension of digital imaging that acquires many images at different wavelengths. VeroVision utilizes a unique NIR filter technology to control the wavelength of light that passes through the filter and subsequently reaches the camera. After a series of images are collected at different wavelengths, the resulting set of images is called a hypercube.



## Detection Method

The hypercube (example top right) is a sequence of individual digital images, each collected at a different wavelength.

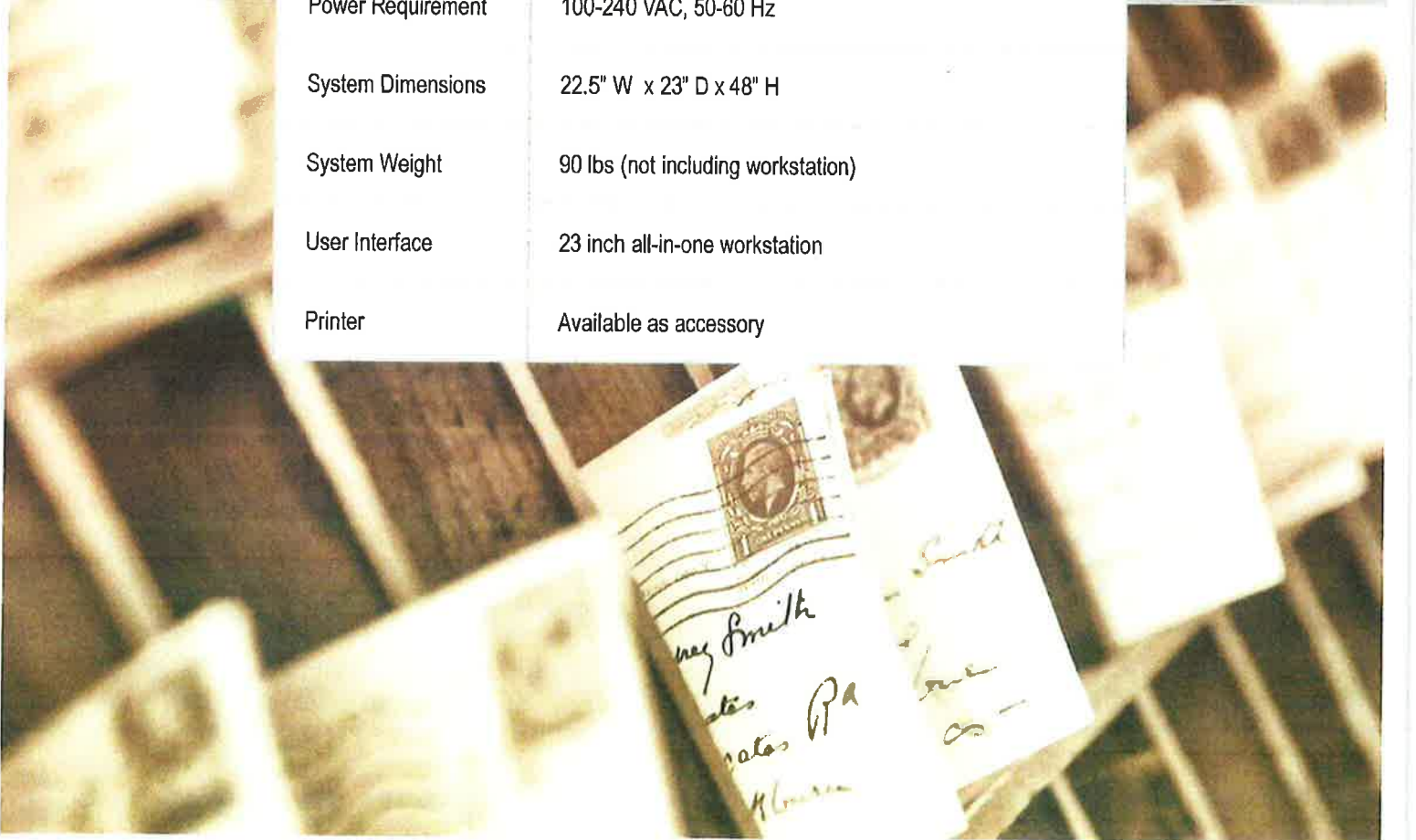
At every pixel within the image, the intensity is plotted as a function of wavelength, resulting in a spectrum of the material (example bottom right). The spectrum is then used to classify possible illicit substances.





## Product Specifications

Device Type	NIR Hyperspectral Imaging Device (800 – 1800 nm)
Optical System	Integrated field-of-view (dual magnification) lens system
Field-of-view	12" x 9" (high magnification, 6" x 4.5")
Power Requirement	100-240 VAC, 50-60 Hz
System Dimensions	22.5" W x 23" D x 48" H
System Weight	90 lbs (not including workstation)
User Interface	23 inch all-in-one workstation
Printer	Available as accessory



# VeroVision™

## MAIL SCREENER





™

ChemImage  
Sensor Systems

7301 Penn Avenue, Pittsburgh, PA 15208 | Tel: 412-241-7335 | [info@cisensorsystems.com](mailto:info@cisensorsystems.com) | [www.cisensorsystems.com](http://www.cisensorsystems.com)

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## SOLE SOURCE PATENT INFORMATION

It is known and has been documented that the threat for drugs and illicit material entering facilities continues to emanate from three main ingress points, visitors, correction officers, and the mail, "The OIG found that inmate visitors, staff, and the mail are the three primary ways drugs enter BOP institutions." United States Department of Justice Office of Inspector General Evaluation and Inspections Division (2003). THE FEDERAL BUREAU OF PRISONS' DRUG INTERDICTION ACTIVITIES Report Number I-2003-002. ChemImage recognizes this threat and has assembled the proper technology to minimize this threat to the safety of officers an inmate. The two technologies work in conjunction with each other by empowering officers to properly scan the three primary entry points into prisons. ChemImage and Find All securities have teamed together to provide the total solution.

ChemImage has designed and developed its mail screener and integrated proprietary software to interdict drugs hidden in the mail. It has based this system architecture around the following list of patents.

I hope this information along with our condensed sole source document will assist you with you process. Please let me know if more information is required and I will coordinate a short phone call to clarify your needs with my Director of Sales, Peter Safran.

1	Issued	7,046,359	System and method for dynamic chemical imaging
2	Issued	7,317,516	Near Infrared Chemical Imaging Microscope
3	Issued	7,436,500	Near Infrared Chemical Imaging Microscope
4	Issued	7,548,310	Method and Apparatus for Compact Spectrometer for Multipoint Sampling of an Object
5	Issued	8,269,174	Method and apparatus for compact spectrometer for multipoint sampling of an object
6	Issued	8,289,513	System and method for component discrimination enhancement based on multispectral addi imaging
7	Issued	8,368,880	Chemical imaging explosives (chimed) optical sensor using swir
8	Issued	USRE39977 E1	Near Infrared Chemical Imaging Microscope
9	Issued	8,094,294	Multipoint method for identifying hazardous agents

10	Issued	8,269,174	Method and Apparatus for Compact Spectrometer for Multipoint Sampling of an Object
11	Issued	8,368,880	Chemical imaging explosives (chimed) optical sensor using swir
12	Issued	8,289,513	System and method for component discrimination enhancement based on multispectral addi imaging
13	Issued	9,103,714	System and methods for explosives detection using swir
14	Issued	6,992,809	Multi-conjugate liquid crystal tunable filter
15	Issued	7,072,770	Method for identifying components of a mixture via spectral analysis
16	Issued	7,362,489	Multi-conjugate liquid crystal tunable filter
17	Issued	7,362,489	Multi-conjugate liquid crystal tunable filter
18	Issued	7,409,299	Method for identifying components of a mixture via spectral analysis
19	Issued	7,933,430	Method and apparatus for spectral mixture resolution
20	Issued	7,956,991	Method and apparatus for interactive hyperspectral image subtraction
21	Issued	8,400,574	Short wave infrared multi-conjugate liquid crystal tunable filter
22	Issued	8,537,354	System and method for instrument response correction based on independent measurement sample
23	Issued	8,736,777	VIS-SNIR multi-conjugate liquid crystal tunable filter
24	Issued	8,289,513	System and method for component discrimination enhancement based on multispectral addi imaging
25	Issued	8,400,574	Short wave infrared multi-conjugate liquid crystal tunable filter
26	Issued	8,525,987	Method for operating an optical filter in multiple modes

27	Issued	9,464,934	System and Method for Correcting Spectral Response Using a Radiometric Correction Filter
28	Issued	8,736,777	VIS-SNIR Multi-Conjugate Tunable Filter
29	Issued	7,990,532	Method and apparatus for multimodal detection
30	Issued	8,582,089	System and method for combined raman, swir and libs detection
31	Issued	8,553,210	System and method for combined raman and libs detection with targeting
32	Issued	8,547,540	System and method for combined Raman and LIBS detection with targeting
33	Issued	8,743,358	System and method for safer detection of unknown materials using dual polarized hyperspec imaging and Raman spectroscopy
34	Issued	7,679,740 B2	Method and apparatus for multimodal detection
35	Issued	8,379,193 B2	SWIR targeted agile raman (STAR) system for on-the-move detection of emplace explosives
36	Issued	8,994,934 B1	System and method for eye safe detection of unknown targets

- This is the only technology that uses infrared spectroscopy that sees through mail articles to detect narcotics concealed within the paper.
- This same technology can also see through/under stamps, glue seams, business cards, manila envelopes and address labels
- System is set at 5 mg per centimeter squared which is one dosage unit (possession) as opposed to "trace" amounts that will cause false positive due to the fact that the US mail has many drugs mailed through the mail stream, creating low level contamination.
- Only system that produces a written report with both the spectral imagery with the narcotics location but also a color image of the positive mail article for use in administrative proceeding eliminating the need to bring the actual drug contaminated article.

- The only system using infrared light spectroscopy to conduct a non-destructive and non-contact presumptive identification of the narcotic present in the mail article. This adds to staff safety so as to not cause staff to additionally handle the mail article for analysis. This is extremely important in the area of Fentanyl interdiction where this narcotic is trans-dermal and can easily overdose and injure staff.





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## VeroVision™ Mail Screener

### *Sole Source Justification*

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## **Introduction**

Drugs entering correctional facilities through the mail is a known problem within the corrections community, therefore, correctional facilities have instituted various policies and procedures for inspecting incoming mail. Human inspection, the most common form of mail inspection, is naturally prone to inconsistency, especially when multiple individuals inspect the mail. In most facilities, mail screening is a tedious and repetitive process, therefore, the human inspectors are often subject to the effects of boredom that can occur during the inspection process. To further complicate matters, offenders are becoming more creative with their drug concealment methods, making the task of finding drugs in the mail all the more challenging.

In an effort to reduce the likelihood of drugs entering the facility through the mail as well as to combat especially creative concealment methods, many institutions have placed stringent restrictions on the types of items that can be sent to the inmates. Because of these tight restrictions, many inmates are suing the institutions over their mail screening policies and practices.

The VeroVision™ Mail Screener was introduced to address the various challenges associated with preventing drugs from entering the corrections facilities through the mail.

The VeroVision Mail Screener utilizes near-infrared light to reveal what cannot be seen with the human eye. This light penetrates stamps, paper, crayons and other confusants used to hide contraband in the mail.

VeroVision acquires key infrared color/wavelength datasets of the entire article of mail. Using sophisticated processing methods, contraband materials are targeted and isolated from complex backgrounds or other innocuous materials that may be added to try to hide the contraband.

The VeroVision Mail Screening system capitalizes on its ability to rapidly scan a wide area and detect contraband materials, allowing the vast majority of the "clean" mail to be scanned and distributed to inmates within policy guidelines.

When a positive detection has occurred, the VeroVision Mail Screener collects and processes high-resolution chemical signatures of the material that has been detected and matches that to library of known materials to provide a presumptive identification - all within the same instrument.

This system is powered by a software package that was designed specifically with the corrections mail inspection process in mind. This easy-to-use interface enables mail inspectors to utilize state-of-the-art technology without being overwhelmed by this new technology.

Mail screening is completed with a single button push, and user friendly images are used to display contraband detection so the user knows exactly where the contraband is located within the article of mail.



With each detection, the user has the ability to enter facility specific information on the case, save that information with the detection data, and print or save a report of the detection to initiate the evidence documentation. All information about the instrument and the detection are maintained secure within the system as an audit trail tracking of the detection and presentation of the evidence.

The VeroVision system is novel in that it utilizes both multispectral imaging for the detection of contraband and hyperspectral imaging for the identification of the substance. By utilizing wide-field imaging, the entire piece of mail is scanned and the contraband identified with a single placement of the mail. This results in 100% coverage of the article of mail in comparison to traditional forensics equipment that require the user to know exactly where to sample. VeroVision detects where the contraband is placed, and also performs the high-resolution acquisition for the identification – all without moving the sample.

The infrared light utilized by VeroVision penetrates materials such as paper, stamps, stickers, paints, etc. that are used to hide contraband within the mail. Alternative forensics methods must sample the actual contraband material with a swab or punch, VeroVision utilizes imaging methods that see through the confusant materials without requiring direct contact or physical sampling of the area. Thus, the VeroVision system is inherently non-destructive and as such preserves the evidence for further forensics analysis or presentation to investigative or prosecuting agencies.

Materials of interest within VeroVision Mail Screening library include drugs that are specifically of interest to correctional facilities as well as common cutting agents. This allows the system to concentrate on these high priority materials and detect contraband with a low false alarm rate compared to other systems that have a broader library of materials and thus a higher false alarm rate due to the similarity of the materials not of interest to correctional facilities.

When a new high priority drug or contraband material is identified by the facility or the corrections community as a whole, ChemImage can evaluate that substance, enhance the data processing to have the capability to detect the new material, and release updates to all instruments.

#### **Corporate Credentials**

Since 2001, proliferation of a variety of threats has become an escalating danger to civilian and military personnel. CISS has consistently responded to the changing environment of current and emerging threats by developing a series of hyperspectral imaging sensors for point, proximity, remote and standoff detection and identification of these threats in fixed site, on-the-move, handheld, or portable configurations for operation indoors and/or outdoors as well as in daytime, nighttime and/or low light level conditions.

ChemImage Sensor Systems is the instrument supplier subdivision of ChemImage Corporation. ChemImage has been utilizing spectral imaging to identify threat situations for over twenty years. ChemImage applies wide-field imaging to acquire spectra (color) information about a material or scene,



and utilizes sophisticated processing methods to the data sets to enhance and identify threat materials from complex backgrounds.

ChemImage Corporation was founded in 1994 specifically to establish, develop and commercialize the process of hyperspectral imaging.

As the original developer and manufacturer of VeroVision Mail Screener, ChemImage Corporation has complete proprietary rights to the technology. ChemImage Sensor Systems is the only manufacturer that has the expertise necessary to manufacture the VeroVision Mail Screener system for this demanding application.

ChemImage is the first company to commercialize near-IR reflectance hyperspectral imaging technology for these applications. The founder of ChemImage was the first to offer hyperspectral imaging for commercial applications and coin the term "Chemical Imaging."

The Coblenz Society recognized the founder of ChemImage with the Coblenz Award for Pioneering Work in establishing the field of hyperspectral imaging.

#### **Application Information**

VeroVision Mail Screener:

- Utilizes near-infrared light to reveal what cannot be seen with the human eye.
- Sees through envelopes, paper, stamps, stickers and even under crayon.
- Applies wide-area imaging to 100% sample a full sheet of paper.
- Provides detection of suspicious substances with just a click of a button.
- Detects illicit drugs and common cutting agents.
- Provides presumptive identification after a detection.
- Is flexible to adapt to new drugs of choice with by adding recipes to the library.

#### **Specifications**

The system specifications for the VeroVision Mail Screener system are unique to ChemImage Sensor System Corporation.

The system comes equipped with a sample platform, light sources, an imaging detector and a dedicated computer running ChemImage's Sensor System Mail Screener user-application.

The lighting and imaging optics are configured to enable the user to view an entire 9" x 12" field of view – large enough to 100% sample full-size envelopes and standard sheets of paper, with sufficient spatial resolution to detect small amounts of drugs embedded within the mail.



This mail screening system uses reflected or transmitted light from each point in the sample image to create chemical-based contrast within the image. Images are collected as a function of wavelength; therefore each pixel within the dataset is sampled and evaluated for presence of contraband materials. By evaluating both spatial and spectral information, contraband materials are enhanced and detected from the clutter of the background mail or materials used to conceal the contraband to the human inspector.

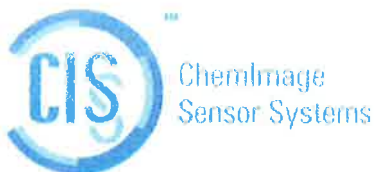
ChemImage has 57 patents covering the Mail Screener system and or its application. These patents protect the system level design, as well as the sophisticated processing methods that are used to detect and identify the contraband materials.

### VeroVision Mail Screener Specifications

#### Equipment Specifications

- **Mail Screening Lighting Stand for Document Scanning (Reflectance and Transmittance Modes)**
  - Sample platform
  - Transmitted and reflected lights
  - NIR Hyperspectral Imaging (800 to 1800 nm range)
  - 9 inch x 12 inch field of view
- Workstation Operator Control Unit with 23" Touch Screen Display
- Ethernet and sensor head cables
- VeroVision Mail Screener software application
  - Single button scan function
  - 10 second time to detect
  - Detect through 3-layers of paper
  - 5 mg limit of detection minimum on all drugs of interest (see table below for current materials within contraband library)
  - Audit trail tracking of the detections and printed on reports
- Operator Manual
- Installation and Training
- Power Requirements: Voltage: 100V/240V; Frequency: 50/60 Hz; Required Power: 1500 VA
- Environmental Requirements: Indoor use only; Attitude up to 2,000 meters; Temperature 5°C (41°F) to 40°C (104°F); Maximum relative humidity 80% for temperatures up to 31°C
- Instrument Dimensions: 22.5" (W) × 23" inch (D) × 48" (H)
- Weight: 90 LBS (not including All-in-One Computer)

#### Software Capabilities



- **Easy to use software developed with the correctional facility mail inspector in mind.**
- **One-button scan functionality**
- **Image and spectral information collected simultaneously**
- **Each pixel in the image has an associated spectrum**
- **Substrate signal or background patterns removed**
- **Powerful spectral mixture resolution capabilities via chemometrics**
  - **Detection results presented in user-friendly image format**
  - **User has the ability to enter facility specific information with each detection**
  - **Detection database maintained for post-detection review**
  - **Detection reports generated from detection database with embedded audit trail information.**

#### **Materials in Contraband Library (materials list is continuously being updated)**

- **Cocaine**
- **Suboxone®**
- **Ketamine-PCP**
- **Methamphetamine**
- **Methadone**
- **Heroin**

*Suboxone® is a registered trademark of ReckittBenckiser Pharmaceuticals Inc.*

## **Contrast to Other Technologies**

### **Human Inspection**

The most common mail inspection technique is human inspection. Humans can only see in the visible light region, and there are many techniques (such as the use of colors, layers, stickers, crayons, etc.) that conceal the contraband from the human inspector.

Inspecting hundreds of articles of mail can become a mundane task; as a result, human inspector's attention can drift and they can miss even obvious indicators of contraband placement. Human detection is also inherently subjective and can therefore vary from inspector to inspector.

VeroVision utilizes infrared light to see through the common hiding methods, and is a computer imaging and processing tool that objectively and consistently scans the mail.

### **Drug Detection Dogs**

Canines are routinely used for drug interdiction efforts. Dogs have a limited working period since they, like humans, get bored of the task at hand. It also takes significant time to train canines on new drugs – the key components must be identified that can be used to train the dog on that particular drug.

VeroVision operates continuously and can be easily upgraded with new drugs once they are identified as an issue within the corrections community.



### **Dye Kits**

Several commercial dye kits are available to identify drugs. These kits require the user to know the location of the potential drug in order to sample the correct area. The dye kit technique is destructive and in many cases requires multiple samples and a series of colorimetric tests to fully identify the material of interest.

VeroVision scans the entire sample and detects the location of the contraband, without requiring any prior knowledge of its location. VeroVision is also non-destructive and preserves the material for later presentation or analysis.

### **Forensics Spectrometry Methods**

Traditional forensics laboratory instruments, such as mass spectrometry, Raman spectrometry, FTIR spectrometry, etc., can be utilized to identify the contraband, but all these systems require prior knowledge of the location of the contraband. Many of these instruments are destructive and many require the contraband to be exposed to test. The high-accuracy of these spectrometer systems also require a longer period of time to acquire the accurate spectral data to match to their library.

VeroVision rapidly detects the location of the contraband, and then completes the higher resolution acquisition required to identify the contraband – all without moving or destroying the sample.