

UTAH COUNTY
SECURITY CENTER
3075 North Main
Spanish Fork, Utah 84606

REQUEST FOR PROPOSALS
for
BODY SCANNER CONTRACT
RFP # 2018-16

CLOSING DATE FOR
RECEIPT OF PROPOSALS: Wednesday, August 22nd, 2018

TIME: 3:00 p.m. (Mountain Time)

PLACE: Office of the Utah County Purchasing Agent
100 East Center Street Room 3600
Provo, Utah 84606

SITE VISIT: (to be scheduled with Security Center)
PLACE: Utah County Security Center
3075 North Main
Spanish Fork, Utah 84660

Exhibit # 1

UTAH COUNTY JAIL
BODY SCANNER CONTRACT

for

UTAH COUNTY SHERIFF'S OFFICE CORRECTIONS BUREAU

SPECIFICATIONS, PROPOSAL & CONTRACT

VENDOR: _____

Vendor's address _____

PROPOSALS MUST BE SUBMITTED BY: **Wednesday, August 22nd, 3:00 PM**

PLACE: Utah County Administration Building
with the County Purchasing Agent

ADDRESS: 100 East Center Street
Room # 3600
Provo, Utah 84606

NOTE: The Vendor is responsible for reading the contents of this proposal including but not limited to the Scope of Work, General Requirements, Specifications, and Agreement. It is recommended that he visit the installation site before presenting his proposal.

SCOPE OF WORK

INTENT OF AGREEMENT:

The intent of this agreement is to supply, deliver, install/setup, maintain and provide staff training for the body scanner described in the Specifications. The Vendor shall deliver the body scanner FOB/Spanish Fork, Utah County Security Center, 3075 N. Main, Spanish Fork, Utah, and furnish all labor, parts, materials, equipment, tools, transportation and supplies required to supply, install/setup, maintain and provide staff training for the specified body scanner in accordance with the Scope of Work, General Requirements, Specifications, terms and conditions of the Agreement.

ALTERATION OF PLANS OR CHARACTER OF WORK:

The County Commission, after recommendation by the County Sheriff, reserves the right to make at any time, such increases or decreases in equipment and such alterations in the details of installation, and the elimination of one or more items as may be found necessary or desirable. The Vendor agrees to accept the alterations the same as if it had been a part of the original Agreement. The Vendor shall proceed with equipment and installation alterations when ordered in writing. Financial increases to this contract must be approved by the Utah County Commission before additional work is authorized and constructed.

AUTHORITY OF THE COUNTY COMMISSION AND THE SHERIFF:

The County Commission and the County Sheriff will decide all questions which may arise as to the quality, quantity and acceptability of equipment and materials delivered, furnished and installation and as to the rate of progress of installation. They/He will also decide all questions which may arise as to the acceptable fulfillment of the contract on the part of the Vendor.

The County Commission or the County Sheriff will have the authority by written order to suspend equipment delivery and installation wholly or in part due to the failure of the Vendor to correct conditions unsafe for the workmen or general public; for failure to carry out provisions of the Agreement; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for equipment delivery/installation; or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

SUPERVISION:

The County Commission and the County Sheriff shall have full supervisory powers in determining the extent of the installation and equipment provided. Compensation will be based on the payment terms described under General Requirements. All decisions concerning the extent and acceptability of the equipment/installation the quality of all parts, labor, equipment and materials shall rest solely with the County Commission or the County Sheriff.

GENERAL REQUIREMENTS

AMENDMENTS:

No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by a written agreement signed by the parties. Any modification or amendment of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or any authorized representative of each party.

ASSIGNMENT:

The Vendor shall not assign this Agreement, or any part hereof, without the prior written consent of County. No assignment shall relieve Vendor from any liability hereunder.

BINDING AGREEMENT:

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

BRAND NAME:

Any use of brand names in the Specifications is for the purpose of designating the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Equivalent brand substitutions must be pre-approved in writing by Chief Deputy Matt Higley: MatthewH@utahcounty.gov, (801-361-4003) prior to the proposal opening. Written approval for substitutions must be submitted with your proposal.

COMPLETION DATE:

Following the proposal opening, awarding the Agreement and the provision of required insurance, the Vendor may deliver and install the equipment. The completion date for equipment installation and delivery is forty-five days from the signing of this Agreement by the parties, regardless of weather conditions and other related problems. If the Vendor fails to complete equipment delivery and installation on or prior to the completion date, or extension of time granted by the County in writing, then the Vendor shall be liable for all additional costs and damages incurred by Utah County as a result of the failure of completion.

If abnormal weather conditions, or other natural events completely beyond the control of the Vendor require in the judgement of the County an extension of the completion date, written authorization must be given by County for such specific extension.

Vendor shall pay County a late penalty of \$100.00 per calendar day for each calendar day after the completion date that the equipment is not FULLY installed and accepted without a punch list by the County.

CONFLICTS

Should the terms and conditions of this Agreement conflict with the terms and conditions of this proposal or Vendor's response thereto, the terms of this Agreement shall govern. Should the terms and conditions of the proposal conflict with the terms and conditions of Vendor's response thereto, the terms of the proposal shall govern.

EXTRA WORK:

Extra work, when authorized in writing by the County, is defined as additional work which is neither shown nor defined in the Specifications, but determined by the County to be necessary to the project. It is also defined as that additional effort necessary by reason of changed conditions. But the changed condition must be radical, unforeseen, and completely beyond the control of the Vendor. Adverse weather variations do not constitute a changed condition.

Miscellaneous items normally associated with the equipment delivery and installation, but which may not be specifically shown, shall be furnished and installed by the Vendor as if they had been shown, without additional cost to the County. After authorization of the Utah County Commission in writing, payment for authorized extra work will be made by either of the following methods, as determined by the County:

1. Reimbursement for all direct and substantiated costs of labor, materials, supplies and equipment use, plus 15% to cover all indirect costs, overhead and profit; or
2. A lump sum, agreed to prior to beginning the extra work, to cover all of the items authorized in writing by the County.

INDEMNIFICATION:

The Vendor shall defend, indemnify, save and hold harmless Utah County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) Vendor's, its subcontractors, agents or employees performance of this Agreement or their provision of any services required herein to be performed by the Vendor or its subcontractors, agents or employees, and (b) any act or omission of Vendor, or its subcontractors, agents or employees. The Vendor shall assume sole liability for any injuries or damages caused to a third party as a result of the fulfillment of this Agreement.

INDEPENDENT CONTRACTOR:

Vendor states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or agreements as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Utah County, and that this Agreement is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this Agreement. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Vendor. Vendor is not to be considered an agent or employee of Utah County for any purpose, and the employees of Vendor are not entitled to any of the benefits that Utah County provides for County's employees. It is understood that Utah County does not agree to use Vendor exclusively. It is further understood that Vendor is free to contract for similar services to be performed for others while working under the provisions of this Agreement with Utah County.

Both parties agree that Vendor shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Vendor shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

INSPECTION:

The equipment delivered and installed will be inspected by Chief Deputy Matt Higley.

INSURANCE:

The Vendor agrees to carry Commercial General Liability insurance coverage equal to or greater than \$717,000 for one person in any one occurrence, \$2,455,900 aggregate amount of individual awards that be may awarded in relation to a single occurrence, and \$286,900 property damage per occurrence or as modified by the risk manager pursuant to state statute during the term of this Agreement. This coverage shall provide liability insurance to cover the activities of Vendor including Vendor's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this Agreement. This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as a certificate holder. Prior to commencing work, the Vendor shall provide a Certificate of Insurance to Utah County, evidencing that the Vendor has this insurance in place and shall maintain said insurance for the duration of this Agreement.

Prior to execution of the Agreement, the selected Vendor shall provide a Certificate of Insurance to Utah County evidencing that the Vendor has Workers Compensation Insurance for the Vendor, subcontractors, if any, and all employees of the Vendor and/or subcontractors. The Vendor shall maintain said insurance for the duration of this Agreement.

Within 2 weeks of proposal opening the Vendor shall file all required certificates of insurance with the Utah County Sheriff's Office in a timely manner following the Closing Date for Receipt of Proposals and prior to commencing any work.

INTERPRETATION:

The invalidity or unenforceability of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders and business entities. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

KEYS:

If it becomes necessary for the County to issue the Vendor a key to County locks, final payment to the Vendor will be held until the key has been returned and documented. It is illegal to duplicate Utah County issued keys.

LEGAL:

The Vendor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

LICENSE:

The Vendor shall have a current "Business License", issued by the county or city in which the Vendor's business is located, and shall provide proof of such license prior to the commencement of said work.

If construction work is necessary for installation, the Vendor or any subcontractor providing construction services shall be a licensed "contractor" through the State of Utah, to perform construction work in this State. He shall provide proof of such license prior to the commencement of said work.

NO PRESUMPTION:

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation of this Agreement.

NOTICES:

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

PAYMENTS:

The Vendor shall be paid the purchase price within 2 weeks of County's acceptance of the equipment delivery, installation and receipt of a billing to County after acceptance. All bills must be received by the Utah County Sheriff's Office. Each bill shall itemize the equipment delivered and installation work performed. Actual payment will be based upon inspection by the County Sheriff who will certify that the work has been performed in a workmanlike manner and conforms to the terms and conditions of this Agreement

SAFETY REQUIREMENTS:

In order to protect the life and health of employees and the general public in the performance of this contract, the Vendor shall comply with the general safety orders covering Utah industries, issued by the Industrial Commission of Utah and Occupational Safety and Health Act of 1970. Nothing in this Agreement shall relieve the Vendor of responsibility assigned in the Specifications, State Industrial Commission's requirements, or state and local laws and ordinances.

The Vendor agrees to hold Utah County free and harmless from any and all damages/claims that may occur during the performance of this Agreement. The Vendor shall assume sole liability for any injuries or damages caused to a third party as a result of the performance of this contract and installation/setup/maintenance operations by Vendor, its subcontractors, agents or employees.

UTAH LAW:

This Agreement shall be interpreted pursuant to the law of the State of Utah. Jurisdiction and venue for any actions or suits brought to interpret or enforce the terms of this Agreement shall lie in the state and federal courts located in the State of Utah.

UTILITIES:

Care shall be taken to preserve and protect existing overhead and underground utilities, pole lines, signs, pipelines and improvements from injury or damage during construction operations. The Vendor shall hold the County harmless and reimburse owners and utilities for any damage to their properties, overhead and underground utilities, pole lines, signs, pipelines or improvements, and interference with their service caused through Vendor's operations. If necessary, Vendor has the responsibility for contacting "Blue Stakes".

WARRANTY:

The Vendor warrants to Utah County that the body scanner and all products, parts, equipment, supplies and materials furnished under this Agreement will be new and in working order unless otherwise specified, and that all installation/setup/maintenance work will be of good quality, free from faults and defects and in conformance with this Agreement. All products, equipment, materials, supplies, parts, labor and installation/setup/maintenance work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Defective products, equipment, materials,

supplies, parts, labor and installation/setup/maintenance work shall be repaired or replaced by Vendor at Vendor's sole expense. If required by Utah County, the Vendor shall furnish satisfactory evidence as to the kind and quality of all products, equipment, materials, supplies, and parts furnished under this Agreement.

If, within one year after the acceptance of the body scanner by Utah County, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the body scanner or any of the products, equipment, materials, supplies, parts, labor and installation/setup/maintenance work are found to be defective or do not conform with this Agreement, the Vendor shall correct or replace them promptly at Vendor's sole expense after receipt of a written notice from Utah County to do so. This obligation shall survive termination of this Agreement.

Vendor shall provide County all applicable products, parts, labor, equipment, materials and supplies manufacturer's warranties upon acceptance of the work. Manufacturer warranties shall warrant a minimum of 1 year parts and labor. County may withhold final payment pending receipt of manufacturer warranties.

CONFIDENTIALITY:

- A. Vendor recognizes that COUNTY may have certain proprietary information such as software, cost, process information, technical information, inmate personal information, inmate charges, security information, and private, protected or controlled information which are valuable, special and unique assets of COUNTY. Vendor agrees that it will not, nor will any of its employees, use any such information for personal benefit, or divulge, disclose, or communicate in any manner any such information to any third party without the prior written consent of COUNTY. Vendor will protect the information, treat it as strictly confidential and in addition will not release any information which would violate the Utah Government Records Access Management Act, UCA 63G-7-101 et. seq.
- B. Any technical information relating to the body scanner or any information concerning a program participant or any other information marked as "Proprietary" or "Confidential" furnished by one party (the "Disclosing Party") to the other (the "Receiving Party"), under this Agreement, shall be considered "Confidential Information". The Receiving Party shall not, without first obtaining the Disclosing Party's written consent, disclose to any third party or use for any purpose other than the performance of its obligation under this Agreement any information or materials developed by the Receiving Party based on Confidential Information that it has received or to which it has access. In addition, the Receiving Party shall likewise protect the confidentiality of oral statements made to it by the Disclosing Party, provided that the Disclosing Party identifies the statement as confidential or proprietary when made and, no later than seven (7) days thereafter, provides the Receiving Party with a written notice that summarizes the statement and confirms the Disclosing Party's request for confidential treatment.
- C. Confidential information shall not include:

1. information generally available to, or known to, or which becomes known by, the public through no wrongful act of the Receiving Party;
 2. information lawfully known by the Receiving Party prior to negotiations leading to this Agreement;
 3. information lawfully disclosed by a third party to the Receiving Party;
 4. information independently developed by the Receiving Party without the use of information disclosed by the Disclosing Party;
 5. information lawfully disclosed to a third party by the Disclosing Party without restriction; and
 6. information lawfully required to be disclosed to any governmental agency or which is otherwise required to be disclosed by law, provided that before making such disclosure the Receiving Party shall give the Disclosing Party an adequate opportunity to object to such disclosure or take action to assure confidential handling of such information.
- D. Upon the request of the Disclosing Party which may be made at any time, the Receiving Party shall return to the Disclosing Party or, at the option of the Disclosing Party, shall destroy the Confidential Information provided by the Disclosing Party or material developed by it based on the Disclosing Party's Confidential Information. Upon the request of the Disclosing Party, the Receiving Party shall certify that the destruction of Confidential Information provided for herein has occurred. This paragraph shall not apply to information in COUNTY'S possession which is necessary for COUNTY to receive the services provided pursuant to this Agreement.
- E. If the Receiving Party fails to abide by its obligations under this section, the Disclosing Party shall be entitled to seek immediate injunctive relief, in addition to any other rights and remedies available to it at law or in equity.
- F. The provisions of this section shall survive the expiration or termination of this Agreement.

SOFTWARE

- A. Grant. Vendor hereby grants to COUNTY a non-exclusive, nontransferable license to use the body scanner software. Use of the body scanner software is restricted to the body scanner described in Vendor's proposal. Each party may not modify, translate, port to any other computer or human language, disassemble, reverse engineer, or decompile the other's software or otherwise attempt to discover any portion of the source code, object code or trade secrets related to the other's software. This Agreement is not intended to and shall not be construed to convey or otherwise transfer title to, ownership of or any proprietary rights in a party's software to the other.
- B. Nondisclosure and Copies. The parties shall not disclose, furnish, transfer or otherwise make available the other's software or any portion thereof or any related documentation to any third party or duplicate any portion of the other's software. COUNTY shall, however, have the right to make one archival or backup copy of the body scanner software. COUNTY may also reproduce the accompanied documentation for COUNTY's own internal use. Any such backup copies of the body scanner software or reproductions of the documentation shall include any copyright or similar proprietary notices contained in the materials being copied or reproduced. The body scanner software and documentation shall be provided only to

those employees of COUNTY with a “need to know”. If either party fails to abide by its obligations under this Section, the other shall be entitled to seek immediate injunctive relief, in addition to any other rights and remedies available to it under this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement.

- C. Representations. Vendor represents to COUNTY it has the right to grant a license to use the body scanner software specified in this Agreement.
- D. Proprietary Rights. Nothing in this Agreement shall be construed as a warranty or representation that a party’s software is or will be free from infringement of patents or other intellectual property rights of third parties. Should COUNTY’s use of the body scanner software be enjoined or, in COUNTY’s reasonable judgement, be likely to be enjoined, due to actual or alleged infringement of any patent, trademark, copyright, trade secret or other proprietary right of any third party, provided that Vendor is notified promptly in writing by COUNTY of such injunction or threat thereof, is given complete control of the defense of any claim and COUNTY cooperates with Vendor in the settlement or defense of such claim, Vendor shall at its expense, use reasonable efforts to:
 - 1. procure for COUNTY, under reasonable terms and conditions, the right to continue using the body scanner software; or
 - 2. replace or modify the body scanner software so that it becomes non-infringing in a manner which does not adversely affect the specifications for, or the use or operation of the body scanner by COUNTY.Vendor shall have no obligations under this Section if the body scanner software has been modified by COUNTY and the unmodified version would not have been infringing or if the body scanner software is only considered infringing when used in combination with other equipment not provided by Vendor.
- E. Upon learning of any defect in the body scanner software at any time during the term of this Agreement, Vendor shall repair or replace, whichever is appropriate, the body scanner software at no charge to COUNTY.
- F. Vendor shall provide COUNTY with any updates to the body scanner software that are available and shall install or assist in the installation of the updates. Vendor shall also provide COUNTY with reasonable training and other assistance in the operation of the updates proved by Vendor. Vendor’s installation, training and other services proved in connection with the updates shall be provided at no charge to COUNTY.

MAINTENANCE

- A. During the term of this Agreement, Vendor will provide maintenance for the body scanner at no cost to COUNTY. Maintenance shall mean:
 - 1. repair or replacement of parts necessary to return inoperable or malfunctioning body scanner or equipment to full conformance with its specifications;
 - 2. undertaking reasonable efforts to prevent any failure of performance by the body scanner software;
 - 3. undertaking the efforts reasonably necessary to remedy any defect or failure of the body scanner software to function in conformance with its specifications;
 - 4. providing updates to the body scanner software; and
 - 5. provision to COUNTY of corrections and updates to all documentation.
- B. Vendor shall perform maintenance at agreed-upon times that do not interfere with COUNTY’s use of the body scanner.

- C. Vendor shall provide COUNTY with a telephone number to which any body scanner failures can be reported twenty-four (24) hours per day, seven (7) days per week. If the problem, as characterized by COUNTY, is sufficiently severe that the body scanner is wholly or substantially inoperable, Vendor shall respond to notice of the problem, by telephone, within two (2) hours of COUNTY's notification. Such response shall be made by a knowledgeable technician familiar with the body scanner and, at a minimum shall acknowledge receipt of COUNTY's notification and inform COUNTY of the steps Vendor intends to take to resolve the problem. Vendor shall commence off-site or on-site problem resolution, whichever is appropriate, to resolve the problem most expeditiously, as soon as possible and in no event later than six (6) hours after notification of the problem, and shall continue such efforts until the problem has been resolved. If the body scanner problem, as characterized by COUNTY is less severe than described in the preceding sentence, Vendor shall have four (4) hours in which to make its initial telephone response to the problem and thereupon must undertake remedial efforts that are appropriate in view of the problem.
- D. COUNTY shall allow Vendor on-line access to the body scanner to perform remote diagnostics, database management and billing.
- E. The maintenance plan agreement shall be acceptable to COUNTY
- F. See additional maintenance requirements in the Specifications, below.

TRAINING

The Vendor must provide training that meets the specifications listed below:

- a. The Vendor must provide initial onsite training for COUNTY personnel on the operation and installation of the devices and use of the software.
- b. The Vendor's training regimen will include written instructions and operating manuals.
- c. The Vendor will provide web-based, remote training opportunities.
- d. See additional training requirements in the Specifications below.

ONGOING SUPPORT

The Vendor's must provide ongoing support personnel available via a toll-free number to COUNTY personnel on a 24/7/365 basis. This support must not be subcontracted.

DURATION

This Agreement shall be effective from the execution hereof by all parties and shall terminate on December 31, 2018. This Agreement shall automatically renew upon the terms and conditions contained herein for three (3) further one-year periods unless otherwise indicated in writing by COUNTY not less than thirty (30) days prior to termination date.

PERFORMANCE AND EXCUSABLE DELAY

Neither party shall be liable to the other for any delay or failure to perform under this Agreement if the delay or failure to perform is without fault or negligence of the party claiming excusable delay and is due to causes beyond the control of said party, including, but

not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; and freight embargoes.

DELIVERY, RISK OF LOSS

At no additional charge to COUNTY, Vendor shall deliver the body scanner FOB 3075 N. Main, Spanish Fork, UT 84660 on or before the scheduled delivery date. Vendor shall bear all freight, shipping and handling costs associated with delivery of the body scanner to the designated location.

INSTALLATION

Vendor shall be responsible for installation of the body scanner at COUNTY's location in conformance with the applicable installation specifications at no charge to COUNTY.

TERMINATION

This Agreement it may be modified for cause by either party upon written notice to the other of the alleged breach and the notified party's failure to cure the same within 15 days of receipt of the notice or within a reasonable time to cure the breach of the same cannot be cured within the 15 day period and the notified party commences corrective action within 15 days of receiving notice and diligently cures the breach thereafter.

STANDARD OF PERFORMANCE

All of Vendor's services under this Agreement shall be performed in a reasonable and prudent manner in accordance with generally accepted industry practices.

SEVERABILITY

If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopier, fax, email or other electronic delivery, shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

SECURITY

Vendor's employees, agents, subcontractors etc. are subject to search and must pass a background check before entering the secure areas of the Utah County Jail.

SPECIFICATIONS

Utah County is accepting proposals to deliver, furnish and install/setup maintain and train staff on a body scanner to be installed at the Utah County Security Center, 3075 North Main, Spanish Fork, Utah 84660. Vendor shall supply all necessary parts, material, supplies, labor, tools, software, training, equipment, delivery and installation/setup/maintenance. All necessary parts, material, supplies, labor, tools, software, training, equipment delivery and installation/setup/maintenance provided by the Vendor shall meet or exceed all applicable state and local building codes and these Specifications. All necessary parts, material, supplies, labor, tools, software, training and equipment provided by Vendor are FOB Utah County Security Center, Spanish Fork, Utah, 3075 N. Main, Spanish Fork, Utah. These Specifications are in addition to any other term, provision or condition of the Proposal and Agreement. **The Specifications included in this RFP are the recommended specifications; however, Utah County is open to alternative proposals that proposers feel would meet the County's requirements.** Total cost, including any associated fees for the first year, should not exceed \$120,000.

GENERAL SPECIFICATIONS:

All parts and equipment provided to the County must be of the highest industry standard.

Materials purchased through this contract must be new and unused; demonstrator models shall not be acceptable.

Vendor will repair or replace all parts or equipment causing damage to Utah County assets at Vendor's expense.

All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.

Vendor will provide inspections and maintenance to all of the provided equipment while under warranty or maintenance agreement at no additional cost to the County other than the yearly maintenance agreement costs.

Vendor will provide a two-day onsite training to the Utah County Jail ("UCJ") employees after installation.

Vendor will perform all available software updates for equipment purchased while under the maintenance agreement at no additional cost to the County.

Vendor will advise County of hardware of featured upgrades available and provide them at a discounted rate off list price.

Vendor will provide a one-time relocation of the scanner at no additional charge to the County while under the maintenance agreement. If the County requests relocation, there will be a four-week time frame allotted to allow calendar and travel arrangements to be made by the Vendor. Any electrical work needed for relocation will be conducted by the County prior to the Vendor's arrival.

Vendor and all sub-contractors must provide a driver's license for a background check prior to being allowed entry to the UCJ facilities for maintenance, service, or installation on the products. The UCJ will conduct those background checks at no cost to the Vendor.

Vendor will file and report assembly of scanner to the FDA and any other required State, Federal or local agencies and comply with all applicable State, Federal and local

rules, regulations, laws and ordinances.

Vendor will provide a yearly maintenance agreement to all hardware and software at an additional line item cost, with no extra charges for travel expenses to be paid for by the County while under the agreement.

RECOMMENDED PRODUCT SPECIFICATIONS:

Full Body Scanner, including the following:

- Inspection Mode- non-contact, Head to Toe
- Scan time- less than 10 seconds
- Radiation dose of not more than .25/1.0/2.0 for a single dose- must comply with the standards established by the Health Physics Society for general screening of the public using transmission X-rays and American National Standards Institute (ANSI code N43-17-2009).

-Imaging Capabilities- metal/non-metal weapons, explosive, drugs, liquids, etc.

Imaging Processing System:

- Standard Operator Number- 1
- Image Acquisition Mode- High Resolution and Real Time Images
- Image Enhancement- Contrast and Brightness adjustment, Negative, Pseudo Color, Zoom, edge enhancement, grey-scale adjustment, embossment effect, etc.
- Image Recall- Recallable
- Must include warranty information, software updates and yearly maintenance costs. Costs associated with shipping, installation and staff training.
- Must include all parts, material, supplies, labor, tools, software, training and equipment including monitors necessary for the operation of the body scanner.

Vendor shall supply, install and or setup all the equipment.

Delivery and installation/setup shall be no later than forty-five days after the proposal has been awarded and the contract signed.

Minimum 1 year parts & labor warranty on all parts, material, supplies, labor, tools, software, training, equipment delivery and installation/setup/maintenance, or such longer warranty as specified above.

Maintenance plan acceptable to County to be prorated to the end of 2018, with yearly rates thereafter

Operators' Workstation no larger than three (3) feet deep and five (5) feet wide.

Interface Unit.

One (1) monitor.

1T hard drive.

Local storage of at least 940,000 images.

No less than 8GB RAM memory (Intel i7 processor preferred).

At least 65,384 gray scale levels.

Imaging field of view of at least 80"H x 29"W.

Vendor must accept a onetime data push that includes Name, DOB and Name number (this is an internal Inmate Management System number). All "new" individuals that are processed will be entered into the Vendor's data base by any method that is not labor intensive. This can be manual entry, bar code, biometric screening and/or similar methods.

Uses at least single view x-ray transmission technology as the primary mode of detection. Automated emergency shut off should x-ray protections fail.

Load capacity up to 500 lbs.

Able to fit into a 10' x 13'4" room.

Visual indicator when scanner is in use.

Detect items concealed in clothing, hair or shoes.

Detect ingested or internally concealed items.

Allow for multiple image filters.

Security login to operate scanner.

Track number of scans an inmate has received.

Alert operator if an inmate exceeds the number of acceptable scans or dosage limits.

Moving platform, convey belt, etc to transport the individual being scanned.

Smooth starting and stopping system.

Ability to print scanned images.

Ability to archive scanned image to a database.

Ability to maintain a scan history of individual inmates.

Ability to generate report of scanning history of inmates pertaining to the daily operations of the scanner.

Ability to audit scanner usage.

Uses 220 power source or less.

Maintenance Agreement:

At least annual Preventive Maintenance and Radiation Survey.

All parts and labor for required maintenance and travel expenses incurred by the Vendor will be paid by the Vendor while maintenance agreement is valid.

Calibration of equipment annually.

Software updates installed as needed.

Toll free phone support 24/7 and 365 days a year.

Two-hour call back time.

72 hour onsite timeframe for service calls.

Calls for service not covered under the maintenance agreement will be billed at an hourly rate with all travel expenses incurred by the service call paid for by the Vendor.

Training:

Vendor will provide County with two (2) consecutive eight-hour days of training for the County employees (about 15) and trainers (about 10) training those utilizing the equipment.

Pricing for this training will include all travel expenses for the Vendor. No additional charges will be allowed.

Vendor will attach all training materials to be used to proposal for review by County.

Pricing Specification:

All pricing must be quoted as F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), delivered to the destination. All goods and service unit prices must include all costs associated with providing this equipment and/or labor per this solicitation. No additional charges, fuel surcharges, miscellaneous shop fees, etc., will be allowed.

Vendor shall pay all applicable sales taxes. County shall provide Vendor with County's tax exemption number.

Delivery and Installation Specifications:

An appointment will be made for the delivery and installation of the equipment to minimize disruption in service to the facility. Installation may take place for normal business hours to ensure the minimal disruption and security of the inmates.

Prior to delivery, the County shall have all electrical work required by the Vendor for installation completed. Vendor will send requirements to County a minimum of four (4) weeks prior to installation.

Vendor will calibrate the scanners after installation at no extra cost to County.

Vendor will provide required certificates of insurance prior to the commencement of any work.

Vendor will provide specifications needed to County for installation, including electrical, four (4) weeks prior to delivery and installation.

Vendor will pay all travel expenses incurred for installation of equipment.

Detailed Warranty Specifications:

All products shall have a warranty of one (1) year from the date of installation. The warranty period includes all parts, labor, shipping costs of products, and travel expenses.

Vendor will provide two (2) maintenance manuals and two (2) operator's manuals with the scanner.

Warranty brochures shall be submitted with the proposal explaining the warranty coverage and defining specifically what is covered by warranty.

INSTRUCTIONS TO
PROPOSERS

Proposers are encouraged to arrange a pre-proposal site visit to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect a site constitute grounds for withdrawal of a proposal after opening, or for a claim after award of the contract.

Prospective proposers may arrange for a site visit and/or submit inquiries on this Request for Proposals to Chief Deputy Matt Higley, by writing or calling (collect calls not accepted) the following:

UTAH COUNTY SECURITY CENTER
3075 North Main, Spanish Fork, Utah 84660

ATTENTION: Matt Higley

Phone: (801)851-4003 Email: MatthewH@utahcounty.gov

Each respondent must submit four (4) copies of its sealed proposal by mail, or hand delivered to the Utah County Purchasing Agent before **3:00 PM on Wednesday, August 22nd, 2018**. The proposals must be delivered to:

Robert Baxter
Utah County Purchasing Agent
100 East Center St., Room 3600
Provo, UT 84606

All proposals must reference RFP #2018-16

The proposal must include (in the following order):

- Transmittal letter
- Details of proposed equipment and specifications
- Proposal and Proposal Schedule Documents (Attachment A)
- Certificate of Non-Collusion (Attachment B)
- Proof of required insurance
- Vendor W-9 Form

NO LATE PROPOSALS WILL BE ACCEPTED EXCEPT AS SET FORTH BY UTAH COUNTY PROCUREMENT RULES AND REGULATION.

These items should be considered before filling out the proposal and proposal schedule:

1. INTERPRETATION OF QUANTITIES IN THE SCHEDULE: Any quantities appearing in the Specifications for this project are only approximate, and were prepared from estimates by Utah County personnel. These quantities will be used for evaluation purposes. The actual quantities may vary and should be determined by the Vendor based on his individual analysis of conditions. In the event certain areas of the project are given a higher priority,

those areas, as designated by the County, will receive attention first. In the event certain areas are deleted due to unforeseen appropriation of funds, or deemed not economically feasible, or for whatever reason, those areas will be deducted from the proposal and payment amount.

2. PROPOSAL SCHEDULE: The proposer shall submit his proposal upon the proposal and proposal schedule provided by Utah County. The total amount of the proposal is obtained by adding the "Total Cost" amounts of the several proposal items or unit priced items multiplied by the estimated quantities. All the figures shall be in ink or typed! The proposal must be signed with ink by the individual who prepared the proposal and by the owner of the company. The address and phone number of the individual, or firm represented by the proposal must be on the proposal. The proposal process is governed by and subject to the Utah County Procurement Rules and Regulations.

3. IRREGULAR PROPOSALS: Proposals shall be considered irregular and may be rejected for the following:

a. If the proposal is on a form other than that furnished by Utah County; or if the form is altered, or any part thereof is detached.

b. If there are unauthorized additions, conditional, multiple or alternate proposals, or irregularities of any kind, which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

c. If the proposer adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

d. If the proposal at the opening does not contain a signed proposal, a signed proposal schedule and a signed certificate of non-collusion.

e. If the proposal does not contain a unit price for each pay item listed.

f. Any erasure or alteration of figures of unit prices not initialed in ink by the proposer. g. If the Vendor, in the sole discretion of County, is unable to evidence a satisfactory record of integrity.

h. If the Vendor is not qualified legally to contract.

I. Utah County reserves the right to reject any and all proposals.

4. ACCEPTANCE OF PROPOSAL:

a. Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

b. The responding party agrees that Utah County may terminate this procurement

procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

5. DISPOSITION OF PROPOSALS: All proposals (and the information contained therein) shall become the property of Utah County. No proposal shall be returned to the respondent regardless of the outcome of the selection process.

6. EVALUATION CRITERIA: All proposals will be evaluated by authorized representatives of Utah County (the Evaluation Committee). Each member of the Evaluation Committee will ordinarily rank all proposals from highest to lowest evaluation score, and the Evaluation Committee will compile the rankings of all members of the Evaluation Committee. If any proposal receives a majority of first place votes, that proposal will represent the best value for the County and will be recommended as the #1 ranked proposal. The same process will be repeated to rank the #2 and #3 ranking proposals. The Board of County Commissioners shall award the contract to one of the top three ranked offerors, or may elect to reject all proposals.

A point evaluation system will be used to rank the proposals. Point ranges have been assigned to each category in accordance with the County's view of their relative importance. The evaluation components are listed below with their assigned points:

Evaluation Criteria

A. Scanning Capabilities	25
B. Extent of Warranty	25
C. Purchase Price	25
D. Annual Maintenance Fee	20
E. Responsiveness to Proposal	5
Total Possible:	100

7. GENERAL:

a. Utah County will award a contract in reliance upon the information contained in proposals submitted in response to the RFP. Utah County will be legally bound only when and if there is a signed contract entered into between Utah County and the awarded proposer.

b. It is vitally important that any person who signs a proposal on behalf of a respondent certifies that he or she has the authority to so act. The vendor who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.

c. Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County and such person have executed and entered into a contract pursuant to the terms of this RFP.

d. By responding to this RFP each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in a contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the responding party in any manner as having any legal effect whatsoever.

Attachment A

PROPOSAL

Vendor: _____

Date

Business License Number

State Contracting License Number

Name, Address, and Phone Number

State License Classification Number

The undersigned, after having personally and carefully examined the site of delivery and installation work, the Specifications, and form of the Agreement, all of which are made a part hereof, proposes to furnish all necessary parts, material, supplies, labor, tools, software, training, equipment, delivery and installation/setup/maintenance and to furnish and deliver all materials not specifically mentioned as being furnished by the local agency, which are required for the

Utah County Jail Body Scanner Contract

for the total sum of _____

_____ Dollars, (\$____, _____. ____), as detailed on the

Proposal Schedule.

The undersigned further proposes to execute the attached contract within five working days after the date of the award, and to complete equipment delivery and installation within 45 days after the signing of the agreement by both parties.

It is understood that Utah County has the right to reject this proposal or to accept it at the prices listed in the Proposal Schedule.

Signature of the Preparer

Company Seal

Title of Preparer

PROPOSAL SCHEDULE

The Unit Cost and Total Cost for the Body Scanner shall include all parts, material, supplies, labor, tools, software, training, equipment, delivery, installation/setup/maintenance and applicable warranty(ies) as per the Specifications, proposal and Contract.

<u>ITEM NUMBER & APPROXIMATE QUANTITIES</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
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BODY SCANNER (as per the Specifications and agreement, including parts, material, supplies, labor, tools, software, training, equipment, delivery, installation/setup and applicable warranty(ies))	\$ _____	X1 = \$ _____
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MAINTENANCE (as per the Specifications and agreement including applicable warranty(ies))	\$ _____/year	X3 = \$ _____
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TOTAL: _____

Describe below and identify the body scanner by manufacturer and model you propose to furnish for the above price (including manufacturer literature/brochures), demonstrating compliance with this RFP including the Specifications, Proposal, and Contract. Provide a copy of the proposed maintenance agreement and manufacturer warranty for the proposed body scanner.

AGREEMENT NO. 2018 - _____

AGREEMENT

THIS AGREEMENT, made and entered this ____ day of June, 2018, by and between Utah County, a body corporate and politic of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as COUNTY; and _____, of _____, Federal ID Number 87-_____ hereinafter referred to as Vendor.

WITNESSETH

WHEREAS, COUNTY desires to obtain a body scanner for the Utah County Jail and all necessary parts, material, supplies, labor, tools, software, training, equipment, delivery, installation/setup/maintenance therefor, and further to obtain such services in accordance with Utah State Law; and

WHEREAS, Vendor is willing to provide such body scanner for the Utah County Jail and all necessary parts, material, supplies, labor, tools, software, training, equipment, delivery, installation/setup/maintenance for COUNTY in consideration of receiving such fee as herein provided;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF THE WORK

- a. In consideration of the compensation set forth in Vendor's Proposal and Proposal Schedule, which are incorporated herein by this reference as Attachment A, Vendor agrees to provide the body scanner and installation/setup work listed in the Utah County Jail Body Scanner Contract, Specifications, Proposal, and Contract, and Attachment A, Vendor's Proposal and Proposal Schedule, which are incorporated herein by this reference as Exhibit 1 on the terms and conditions stated therein.
- b. Vendor agrees to deliver and supply the body scanner for the Utah County Jail and all necessary parts, material, supplies, labor, tools, software, training, equipment, delivery, installation/setup/maintenance therefor within 45 days of the signing of this Agreement by the parties.
- c. Upon the receipt of required insurance certificates, COUNTY hereby authorizes Vendor to proceed with the equipment delivery and installation/setup work as specified herein.

2. COMPENSATION

In exchange for the products and services listed in Exhibit 1, including Attachment A, COUNTY will pay Vendor as provided in Exhibit 1 including Attachment A as the total cost of the body scanner as described therein.

3. ENTIRE AGREEMENT.

This AGREEMENT shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this AGREEMENT shall not be binding upon either party except to the extent incorporated in this AGREEMENT.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

NATHAN IVIE, Chairman

ATTEST:
BRYAN THOMPSON
Utah County Auditor/Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JEFFREY R. BUHMAN
Utah County Attorney

By: _____
Deputy Utah County Attorney

Vendor:

By: _____

Its: _____