

BID FORM – *Full Body Scanner System*

Oldham County Fiscal Court

Attn: Melissa Horn, County Treasurer

100 West Jefferson Street, Suite 4

LaGrange, Kentucky 40031

Vendor: _____

Address: _____

City, State, Zip: _____ Phone Number: _____

Total "Not to Exceed" Bid Price: \$ _____

(Signature / Title)

(Date)

Requirements for Bidding (these requirements become part of the contract for successful bidder):

- To be considered for this request, the office of the County Treasurer must receive a complete bid package using this form by 12:00 p.m., Friday January 11, 2019.
- Any questions relating to the project should be addressed to Mike Simpson, Jailer at Oldham County Detention Center prior to the deadline for bid submission. (502) 222-3500.
- Bids should be submitted in a sealed envelope with the company name, street address, bid due date and project name: "Full Body Scanner System" clearly marked. Bids should be delivered to Melissa Horn, County Treasurer, Oldham County Fiscal Court, 100 W. Jefferson Street, Suite 4, La Grange, KY 40031.
- Change Orders must be used and approved in advance if any price difference is incurred.
- All bids must be signed.
- Successful bidders must be in good standing with the Kentucky Secretary of State, the Kentucky Revenue Cabinet and must not be debarred or excluded from federal work.
- Bids will be opened on January 15, 2019, 2:00 p.m. during the regularly scheduled public Fiscal Court meeting.

*Oldham County Fiscal Court reserves the right to waive any irregularities and/or reject any or all bids based on predetermined criteria of: past performance, cost, comprehensiveness of bid proposal, etc.

PREPARATION OF BIDS

All information requested of the vendor shall be entered in the appropriate space on the attached forms. Failure to do so may disqualify the bid.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and correction(s) inserted before submission of your bid. Correction(s) shall be initialed in ink by the person signing the bid.

The Terms and Signature Sheet shall be signed by an authorized officer or employee of the bidder.

Whenever a specific "Brand Name" is used in these specifications, it is used for descriptive purposes only. Whenever or wherever the Bidder takes exceptions to the Specifications, such exceptions shall be listed on the "Exception Sheet" of these specifications, and signed by the Bidder. The Bidder must use the attached "Bid Form" as NO OTHER FORM will be accepted. The Bidder shall also attach to the "Bid Form", any descriptive information and literature showing the items on which the bid was based. Oldham County Fiscal Court shall be the sole judges of whether a bid meets the intent of these specifications.

DEVIATIONS AND EXCEPTIONS

If the bidder takes any exceptions to the specifications or deviates from the requirement, then bidder shall fully state such deviations or exceptions and the reasons for doing so. In addition, a complete explanation of the results of such changes shall be included as a part of the quotation on a special page entitled: "Exception Sheet" and attached to the Terms and Signature Sheet. Failure to submit an "Exception Sheet" page may result in bid rejection.

SPECIFICATIONS-INSTRUCTIONS

These specifications are not intentionally written around any one manufacturer and are for the purpose of indicating general size, type, and description of the equipment needed.

Any responsible bidder who considers these specifications to be of a non- competitive nature should immediately contact the Oldham County Fiscal Court (OCFC) Treasurer.

OCFC reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposes to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.

The bidder shall abide by, comply with the true intent of the specifications, and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specification.

Changes to the bid specifications are not valid unless authorized in writing by the Oldham County Fiscal Court.

Should the vendor observe any discrepancy, ambiguity, omission, or be in doubt as to the intention and meaning of any portion of the specifications, they should report such to OCFC.

PRICING INSTRUCTIONS

Prices will be considered as Net if no cash discount is shown.

The OCFC is a tax-exempt organization. Certificates will be furnished upon request. The OCFC requests that all required forms by the bidder to be included with the bid packet.

A price breakdown by item shall be supplied. Unit prices by each shall also be submitted on the supplied pricing form.

All item pricings shall be final and must include all shipping and handling charges and other fees to be delivered to OCFC.

CRITERIA OF AWARD

The Terms and Signature Form must be completely answered in order for the bidder to be considered for award. Bidders are encouraged to submit additional information that they feel might be useful to OCFC in evaluating bids, however, OCFC reserves the right to reject or accept for consideration, during evaluation of bids, any additional information the bidder submits and may reject or accept minor variations when evaluating bids. The County shall make an award based on best value. Best value is defined as a combination of quality, price, and the elements of required services that in total are optimal relative to the County's needs.

Bids will be evaluated by but not limited to:

Bid Completeness

Bid Cost

Compliance with Specifications

Lead Time

Delivery

Recommendation(s) by References

Terms of Warranty

Cost of ongoing maintenance and upgrades.

WARRANTY

Bidder must provide a pricing sheet clearly listing available warranty coverages and lengths for both the equipment and software needed for the full body scanner system. Bidder to list cost for extended warranty for both equipment and software.

System Software Solution Performance Warranty

Bidder represents and warrants that the system software solution provided under this Contract will: (i) meet the acceptance or completion criteria as set forth in the Specifications, the design document and/or any change order; (ii) be free from all material defects; and (iii) perform in accordance with the requirements set forth in the Specifications, the design document and/or any change orders, for a minimum of twenty-four (24) months following final acceptance of the System by the County.

System Integration Warranty

Bidder represents and warrants that, for a minimum of twenty-four (24) months following final acceptance of the System by the County, all Contractor-provided and/or third-party equipment and/or software installed under this Contract, including all components thereof, (i) is compatible and will operate with one another and with the County's hardware, software, and network environment as exists, (ii) shall function properly as a fully integrated and implemented system, and (iii) when operated together will not cause any material delays, defects, or problems with the system software solution system. The parties acknowledge that, under the provisions of this Warranty, in the event that the implementation of one component causes errors in another software component(s), the bidder shall be obligated, at no additional cost to the County, to remedy the error in one or all components, as the case may be, regardless of whether or not the latter component's warranty period may have expired.

Component Services, Software and Equipment Warranties

The Bidder warrants that all services performed and software and equipment provided under this Contract to meet each milestone will at the time of the County's acceptance of each milestone be free from defects in workmanship and conform to the requirements of this Contract and that they will remain so through final acceptance of the System by the County, and for a period of twenty-four (24) months following final acceptance of the System by the County. To the extent software, equipment and services will be provided by entities other than the Contractor, the Contractor shall require third party warranties to conform to this provision and pass through all warranties to the County if said warranties will continue beyond the expiration date of this Contract. Bidder will provide the County with a written list of all third-party IP or products and related warranties that Contractor plans to provide or use as part of the systems software solution.

Software Warranties

The Contractor shall warrant that the contents of its proposal accurately reflect the software's capability to satisfy the requirements of this Contract's Specifications. In addition, the bidder shall require software vendors to warrant that the software provided under this Contract will conform in all material respects to those requirements and to specifications stated in the software vendor's license. Said software warranties shall remain in place for minimum of twenty-four (24) months following final acceptance of the System by the County In addition to the above and not as a limitation, bidder provides the following warranties.

Third Party Agreements Warranty

Bidder represents and warrants that bidder's performance does not and shall not violate any agreement or obligation between the bidder and a third party.

Third Party Intellectual Property Rights Warranty

Bidder represents and warrants that any and all work, products, and/or services implemented pursuant to this Agreement and/or delivered to the County do not and will not infringe any Intellectual Property Right held by any third party.

Warranty Repairs

The County's remedy for a violation of any performance, product or integration warranty shall be as follows: If any services, software or equipment provided under the Contract fails during normal use, or fails to comply with the Contract's requirements, during the warranty period, the bidder shall correct the failure at no cost to the County after written notice is received from the County. Corrections shall be undertaken in accordance with the table contained in each appendix for the system proposed on. The County shall determine the severity level. If, after making all reasonable efforts, the bidder is unable to correct the failure, the County shall be entitled to receive a refund equal to the amount paid for the services, software and/or equipment in question; provided, however, if the failure prevents the County from using the system software solution, in whole or substantial part, for its intended purpose, the County will be entitled to receive a refund equal to the entire amount paid for the said System, plus reasonable escalation.

While the warranty periods are in effect, the bidder shall maintain a log of all warranty issues and the resulting action. The bidder shall submit a monthly report listing all warranty claims submitted during that calendar month as well as a short annotation describing the resulting action.

MAINTENANCE AND SUPPORT PROGRAM

The bidder should specify the nature of any post implementation and on-going support provided by the firm including software license maintenance.

Post-implementation support (e.g., number of months of on-site support after go live).

Telephone support (e.g., include toll-free support hotline, hours of operation, availability of hotline twenty-four (24) hours per day and seven (7) days per week).

Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.

Response time for and definition of various types (levels of severity) of problems reported to the support network (e.g., critical issue response time).

Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.

Availability of user groups and their geographic areas.

Problem reporting and resolution procedures.

Bug fixes and patches.

Support provided for third-party solutions.

Other support (e.g., on-site, remote dial-in, website access to patches, fixes and knowledge base).

All pricing information about the level of support.

If there is to be a separate maintenance contract, vendor should attach form of such contract, if any.

Maintenance

Upon expiration of the specified initial warranty period, the County will issue annual purchase orders for the system maintenance. Price for any subsequent years after the initial term may be negotiated at time of renewal.

Each successive period of maintenance may be ordered by the County in writing at least thirty (30) days prior to expiration of the existing maintenance period.

Software Upgrades

County shall be entitled to any and all upgraded versions of the software covered in the Contract that becomes available from the bidder. These upgrades shall be at no cost to County and shall be included in the maintenance warranty and subsequent maintenance renewals.

SPECIFICATIONS

The Proposal must provide the following minimum product specifications for each unit:

1. Image detector with filtration system
2. Interface Unit
3. Personal dosimeters x-ray generator that connects to one database attached to the machine
4. One (1) monitor which must offer Touch Screen functionality.
5. Local storage of images.
6. Uses low-dose ionizing radiation transmission technology as the primary mode of detection
7. Meet or exceed American National Standards Institute (ANSI code N43-17-2009)
8. Automated emergency shut off should x-ray protections fail
9. Load capacity not less than 550 lbs.
10. Not to exceed 10 seconds per scan
11. Visual indicator when scanner is in use
12. Detect items concealed in clothing, hair or shoes
13. Detect ingested or internally concealed items
14. Allow for multiple image filters
15. Security login to operate scanner allowing different access levels for user, supervisor and administrator.
16. Track number of scans an inmate has received
17. Alert operator if an inmate exceeds the number of acceptable scans or dosage limits

18. Ability to give a statistical determination of the likelihood of detected foreign object(s) being contraband.
19. Low false alarm rate.
20. Moving platform (no rollers) with a smooth starting and stopping system.
21. Ability to print scanned images
22. Offer image auto-delete functionality
23. Ability to archive scanned image to a database
24. Ability to maintain a scan history of individual inmates
25. Ability to generate reports of scanning history of inmates pertaining to the daily operations of the scanner
26. Ability to audit scanner usage
27. Designed as a high-resolution system. The system shall have a minimum of 1344 X-ray diodes.

Optional Equipment and Services

In addition to the required specifications noted above, Proposers are encouraged to include optional equipment or software that may be of interest and advantageous to the County. Additional enhancements or services offered beyond those listed in the scope of services must clearly be labeled as options and should have individual costs assigned to each.

Training and Support

Successful Contractor shall provide a minimum of three (3) days of on-site training by an American Registered Radiologic Technologist (ARRT) certified trainer if deemed necessary by client.

Successful Contractor shall provide Bureau of Prisons (BOP)/National Institute of Justice (NIJ) certified and documented application training and Basic Radiation Safety Class (BRSC) for employees and operators.

Successful Contractor shall support and supply privacy software "PREA" (Prison Rape Elimination Act) for privacy areas for both male and female staff, arrestees and inmates.

Manuals: The following manuals, in the quantities indicated, shall be delivered with each piece of equipment. The cost of these manuals shall be included in the unit price.

Operations Manual	2 copies
Parts Manual	2 copies
Repair Manual	2 copies

EXCEPTIONS TO SPECIFICATIONS

Signature required, if exceptions are noted.

Terms and Signature Sheet

In compliance with this Bid and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified

For the Sum of \$ _____ for one Full Body Scanner System & Software.

Please list discount if a Second Full Body Scanner System & Software are purchased at same time.

Discount given for a Second Full Body Scanner & Software _____

Delivery will be made within _____ days of receipt of Purchase Order.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. I hereby certify that I am authorized to sign this bid for the Bidder.

NAME OF BIDDER: _____ DATE: _____

ADDRESS: _____

FEDERAL ID #: _____

(Attached W-9)

SIGNATURE: _____

OFFICIAL TITLE: _____

PHONE (____) _____ FAX (____) _____

**CONTRACTOR DATA SHEET
TO BE COMPLETED AND SUBMITTED WITH BID**

QUALIFICATIONS: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

Years _____ months _____

Provide a minimum of three (3) references, which may substantiate past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number and Contact Person

1. _____

2. _____

3. _____
