



**Invitation for Bid No. 2022-068
Union County Jail Body Scanner**

Due Date: June 28, 2022
Time: 10:00 AM Local Time
Submittal Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Contact:

Vicky Watts, CLGPO
Senior Procurement Specialist
704.283.3601
vicky.watts@unioncountync.gov

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2 NOTICE OF ADVERTISEMENT

Union County, North Carolina
IFB No. 2022-068
Union County Jail Body Scanner

Sealed bids for a Union County Jail Body Scanner will be received by the Union County Procurement Department *until* ***10:00 AM** local time on **June 28, 2022** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112. The public bid opening will be conducted outdoors, in the front entrance area of the Union County Government Center at the specified bid date and time. **Late bids will not be accepted.**

On June 28, 2022, beginning at ***9:30 AM** local time, bids will be received by the Union County Procurement Department at the bid opening location, outdoors in the front entrance area of the Union County Government Center at 500 North Main Street, Monroe, NC 28112.

Union County, North Carolina, through the Union County Sheriff's Office, is soliciting bids from qualified companies for a High Security Body Scanner for the Union County Jail, as described in this solicitation.

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "**BID ENCLOSED – 2022-068**" and shall be addressed to Union County Procurement Department, Attn: Vicky Watts, 500 North Main Street, Suite 709, Monroe, NC 28112.

This solicitation follows the Uniform Administrative Requirements (UG), Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliant with all applicable Federal laws, policies, and standards as well as state law and local policies.

The County intends to pay, in part or in whole, the cost of the contract resulting from this solicitation, using monies received from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "Regulatory Requirements").

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Bid Documents from the Union County Website www.unioncountync.gov (Procurement & Contract Management Page, Current Bids).
2. Download the Bid Documents from the State of North Carolina IPS Website www.ips.state.nc.us (Bid by Departments, search County of Union).

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page (vicky.watts@unioncountync.gov). Deadline for questions is **June 20, 2022 at 10:00 AM** local time.

Bidders are required to comply with the non-collusion requirements set forth in the Bidding Documents.

The County reserves the right to reject any and/or all bids, including, without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The County also reserves the right to waive informalities and request clarification as needed.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

End of Advertisement

3 BID SUBMISSION

3.1 BID SUBMISSION DEADLINE

Sealed bids are to be received by the Union County Procurement Department for a Union County Jail Body Scanner *until* **June 28, 2022 at 10:00 AM EDT** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112. The public bid opening will be conducted outdoors, in the front entrance area of the Union County Government Center at the specified bid date and time. **Late bids will not be accepted.**

On June 28, 2022 beginning at ***1:30 PM** local time, bids will be received by the Union County Procurement Department at the bid opening location, outdoors in the front entrance area of the Union County Government Center at 500 North Main Street, Monroe, NC 28112.

3.2 BID DELIVERY REQUIREMENTS

All Bids must be in a sealed box or opaque envelope plainly marked as follows:

[Name of Firm Submitting Bid]
IFB No. 2022-068
Union County Jail Body Scanner
Attention: Vicky Watts

Your company name and the solicitation number must be visible on the delivery box/envelope. Ship, Mail, or Hand Deliver to the following address:

Union County Government Center
Procurement Department
500 North Main Street, Suite 709
Monroe, NC 28112
Attention: Vicky Watts

Electronic (email) or facsimile submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse firms for any expenses incurred in preparing Bids in response to this request.

Union County reserves the right to reject any or all Bids, to waive technicalities and to make such selection deemed in its best interest. Union County, at its sole discretion, reserves the right to supplement, amend, substitute or otherwise modify this IFB at any time, to cancel this IFB with or without the substitution of another IFB, and to issue additional request for information.

3.3 BID QUESTIONS

Bid questions will be due on or before **June 20, 2022 at 10:00 AM** local time. The primary purpose of this is to provide participating Bidders with the opportunity to ask questions, in writing, related to the IFB.

Submit questions by email to Vicky Watts at vicky.watts@unioncountync.gov by the deadline shown above. (Do not send question in a graph or Excel sheet format.) The email subject line should be identified as follows: IFB 2022-068 Union County Jail Body Scanner.

All questions and answers may be posted as addenda on the County Website and the North Carolina Interactive Purchasing System as indicated on the Advertisement Page of this solicitation.

Union County may modify the IFB prior to the date fixed for submission of Bids by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this IFB or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix D – Addendum and Anti-Collusion Form.

4 FUNDING

Union County has received a payment from the Coronavirus State Fiscal Recovery Fund or Coronavirus Local Fiscal Recovery Fund established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”).

The County intends to pay, in part or in whole, for the cost of the contract resulting from this solicitation using monies received from the Fiscal Recovery Funds. In using these funds, the County must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “Regulatory Requirements”).

The County must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds.

Pursuant to 2 C.F.R. § 200.327, the County must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200. Therefore, the County cannot enter into a Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor’s agreement and adherence to each term and condition contained therein.

5 INSTRUCTIONS

5.1 COMMUNICATIONS

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the IFB must be made only through the Procurement Contact noted on the cover of this solicitation. A violation of this provision is cause for the County to reject a Company's bid. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

5.2 BIDDERS ACKNOWLEDGMENT

The Bid will remain subject to acceptance for 90 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.3 DUPLICATE BIDS

No more than one (1) bid from any Bidder will be considered by the County. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

5.4 BID SIGNATURES

An authorized company official must sign Bids. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the lowest responsive, responsible Bidder.

6 PURPOSE

6.1 COUNTY

Union County, North Carolina (population 242,657) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

6.2 INTRODUCTION

Union County, North Carolina, through the Union County Sheriff's Office, is soliciting bids from qualified companies for a High Security Body Scanner for the Union County Jail as described in this solicitation.

7 SCOPE OF WORK

The purpose and intent of this solicitation is to describe a piece of equipment known a high security, walk through, body scanner for use in the Union County Jail. The scanner should rapidly and non-intrusively, scan individuals entering the secure facility to inspect and identify those who are attempting to conceal contraband items on or inside their bodies.

The equipment furnished must be new and the manufacturer's latest listed and published stock model, or models which meet all the applicable requirements of these specifications. The Body Scanner shall be the most current production model at the time of delivery and shall conform to the minimum specifications outlined in this solicitation. All parts and attachments not specifically listed, but which are

necessary to furnish a complete ready-to-work unit, shall be provided. All manufacturers' standard equipment for the model shall be provided and delivered complete to the Union County Sheriff's Office.

8 SPECIFICATIONS

The following specifications and requirements are incorporated around equipment the Sheriff's Office has evaluated and determined necessary for the equipment requested by this solicitation. Bidders are requested to offer Body Scanners which will provide the features and performance needed and implied. Refer to Appendix A – Specifications Form to acknowledge the following requirements:

1. Compact footprint (not to exceed 36" by 72" by 80");
2. Body temperature reading capabilities;
3. Variable scanning dosage
4. Meets ANSI-HPS N42-17-2009 regulations;
5. Touch screen monitor;
6. Windows based system;
7. Image storage capacity;
8. Transportable;
9. Gray scale;
10. 110V/15 A;
11. Infrared scanners;
12. Install and calibration of unit;
13. On site operator training;
14. Warranty on parts and labor of system to begin at customer acceptance;
15. Quick scanning time; scanning time of less than 10 seconds is preferred;
16. Variable Scanning Doses from .25 uSv to 2.5 uSv/hour radiation level;
17. Materials detected but not limited to the following: metals, ceramics, plastics and powders;
18. Compliance with American National Standard N43.17-2009, Radiation. Safety for Personnel Security Screening Systems;
19. Person being scanned does not move (stationary images);
20. Must be delivered either completely pre-assembled or be able to be assembled in the existing space where unit be used;
21. Must be proven to detect the following contraband:
 - a. Knife or weapon of any type or kind;
 - b. Tool(s);
 - c. Money;
 - d. Drugs/medication & Illegal drugs;
 - e. Pens;
 - f. Tobacco products;
 - g. Matches;
 - h. Lighters;
 - i. Intoxicants;
 - j. Jewelry;
 - k. Razor blades;
 - l. Metal paper clips/staples, etc.

22. No floor anchors;
23. Transportable thru any 35"wide and 82" high doorway;
24. High resolution image with no distortion;
25. Pinpoint object location based on anatomy;
26. <150,000,000 Gray Scales Levels in first image;
27. The radiation "Restriction Zone" does not exceed the actual footprint of scanner;
28. No warm-up period required for x-ray generator;
29. All subject photos are saved with each scan for evidence and downloadable onto a separate storage drive;
30. Electrical requirements – does not require a dedicated circuit;
31. Complete head to toe full body scan;
32. Touch Screen Monitor with stand; video image must large enough to be easily viewed (please state dimensions and resolution);
33. Framework needs to be sturdy; describe materials and installation.

8.1 VENDOR RESPONSIBILITIES

Vendor must acknowledge and respond to the following on Appendix A – Specifications Form:

1. Manufacturer specifications for the Body Scanner must be included with the bid package;
2. Certification(s) documentation must be included with the bid package;
3. Bid should include warranty and specifics on what the warranty includes;
4. Bidder must include information about power requirements;
5. Bidder must include software and upgrades as part of warranty;
6. Bidder must include weight and dimensions of scanner;
7. Bidder must provide information on any software or scanner updates.

8.2 DEVIATIONS

Any deviations from specifications and requirements herein must be clearly pointed out by bidder on Appendix A – Specifications Form. Otherwise it will be considered that products offered will be in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Deviations must be explained in detail on an attached sheet. However, no implication is made by Union County that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

8.3 SPECIFICATIONS FORM

The specification form is located in **Appendix A** of this solicitation. This form must be completed and submitted with the bid package. Failure to submit Appendix A – Specifications Form will be grounds for disqualification.

8.4 DELIVERY

All Bids shall include all delivery and/or freight charges to the address specified in this document. No additional freight shall be charged at time of delivery. Risk of loss and/or damage shall be upon the seller until such time as goods have been physically delivered and received by the County.

8.5 DELIVERY LOCATION

Delivery shall be FOB Destination to the address shown below:

Union County Sheriff's Office
Attention: Dorothy Thomas
3344 Presson Road
Monroe, NC 28112

9 EVALUATION OF BIDS AND AWARD PROCEDURES

9.1 BID INFORMATION

Bids must be made in strict conformance using the Invitation for Bid (IFB) forms provided herein. All blank spaces for bids must be filled in properly. Numbers must be written in ink or typewritten, and the completed forms shall be without erasures, lineation, or alterations. In accepting the bid, the County will assume that no alterations have been made, and if they appear afterward, they shall not be binding on the County.

All Bid Documents shall be signed by an individual who is authorized to contractually bind the company. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by the County. **All unsigned Bids will be disqualified.** In submitting a Bid, Offeror affirms all statements contained in the bid are true and accurate.

9.2 BID SUBMISSION FORMAT

Bids must include the following:

- Appendix A – Specification Form
- Appendix B – Price Form
- Appendix C – Bid Submission Form (signed)
- Appendix D – Addendum Receipt and Anti-Collusion Form (signed)
- Manufacturer Specifications
- Certification(s)

9.3 TERMS OF SUBMISSION

All material received from a person or company (“Respondent”) in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent’s sole responsibility and Union County shall

not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as "Trade Secret – Confidential and Proprietary Information," and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent's materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

9.4 AWARD

The award shall be made to the lowest responsive, responsible bidder, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract

A Bid may be rejected if it is incomplete. Union County may reject any or all Bids and may waive any immaterial deviation in a Bid.

More than one Bid from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

The award document may incorporate, by reference, all the requirements, terms and conditions of the solicitation and the Bidder's Bid as negotiated.

The County shall have a period of 60 days after opening of Bids in which to award the contract. A Purchase Order/Contract shall serve as the agreement for the purpose of this award. Contents of the Bid shall become contractual obligations if a contract ensues. Failure of the Bidder to honor these obligations may result in cancellation of the award.

9.5 APPLICATION OF NORTH CAROLINA GENERAL STATUTES

The General Statutes of North Carolina regarding purchasing and competitive bidding (G.S. § 143-129) are made a part herein and will govern the bidding process as applicable.

10 GENERAL CONDITIONS AND REQUIREMENTS

10.1 MINIMUM REQUIREMENTS FOR BIDDERS

Bids shall be considered only from companies normally engaged in providing the type of equipment specified in this solicitation. Union County, in its discretion, shall determine whether the evidence of responsibility and ability to perform is satisfactory.

The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience, to undertake the services required. The Offeror shall also certify that insurance coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract.

10.2 PURCHASE OF ADDITIONAL EQUIPMENT

Subject to the successful bidder's acceptance, Union County reserves the option to purchase additional equipment as specified herein at the price bid and awarded in this Invitation for Bids within one (1) year from bid execution date. This bid may also be utilized by other entities per N.C.G.S. to piggyback at the sole discretion of the vendor.

10.3 TERMS AND CONDITIONS

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of Union County to execute a final, binding Contract with the successful Offeror which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project of this magnitude.

All bids submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

10.4 IFB EXPENSES

Expenses for developing the bids are entirely the responsibility of the vendor and shall not be chargeable in any way to the County.

10.5 CERTIFICATION

In response to the IFB Request, the Contractor certifies the following:

- This bid is signed by an authorized representative of the firm;
- It can obtain insurance certificates as required within ten (10) calendar days after notice of award;
- All labor costs, direct and indirect, have been determined and included in the proposed cost;

- The potential Contractor has read and understands the conditions set forth in this solicitation.

10.6 FINANCIAL INFORMATION

The Bidder must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the bid certification process:

1. Annual audited financial reports for the past five (5) fiscal years;
2. Credit reports, credit bulletins, bank and vendor references, and any other
3. published statements by agencies that have been issued or published about the entity within the past five (5) years;
4. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;
5. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Bidder's financial position or ability to provide service to the County.

10.7 CONTRACTUAL OBLIGATIONS

The contents of this Bid and the commitments set forth in the Bid shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service

10.8 COMPLIANCE WITH LAWS

Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.

10.9 SUB-CONTRACTOR/PARTNER DISCLOSURE

A single Company may propose the entire solution. If the Bid by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the Bid. The Company submitting the Bid shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

10.10 MODIFICATION OR WITHDRAWAL OF BID

Prior to the scheduled closing time for receiving bids, any Contractor may withdraw his bid. After the scheduled closing time for receiving bids, no bid may be withdrawn for 90 days. Only written requests for the modification or correction of a previously submitted bid that are addressed in the same manner as bids and are received by the County prior to the closing time for receiving bids will be accepted. The bid will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope

that is plainly marked "Modification of Bid." Oral, telephone or fax modifications or corrections will not be recognized or considered.

10.11 CONTRACT COMMENCEMENT

Commencement of a contract shall not begin prior to all necessary County approvals, including County Commission approval where required, and receipt of a County Purchase Order. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.

10.12 DISPUTES

In case of any doubt or differences of opinion as to the services to be furnished hereunder, the decision of the County shall be final and binding upon both parties.

10.13 EQUAL EMPLOYMENT OPPORTUNITY

All Companies will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

10.14 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

10.15 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

10.16 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

10.17 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000	Combined Single Limit - Any Auto
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D. PROFESSIONAL LIABILITY

(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: _____
 - Contract #: _____
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
 - Union County
 - Attention: Keith A. Richards, Risk Manager
 - 500 N. Main Street, Suite #130
 - Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

10.18 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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11 APPENDIX A – SPECIFICATION FORM

IFB No. 2022-068 Union County Jail Body Scanner

SUBMIT WITH BID

Company Name: _____

Please respond to all specifications outlined below to be considered for this service:

Specifications	Complies	Does Not Comply	Notes
Compact footprint (not to exceed 36" by 72" by 80")			
Body temperature reading capabilities			
Variable scanning dosage			
Meets ANSI-HPS N42-17-2009 regulations			
Touch screen monitor			
Windows based system			
Image storage capacity			
Transportable			
Grayscale			
110V/15 A			
Infrared scanners			
Installation and calibration of unit			
On-site operator training			
Warranty on parts and labor of system to begin at customer acceptance			
Quick scanning time; scanning time of less than 10 seconds is preferred			
Variable Scanning Doses from .25 uSv to 2.5 uSv/hour radiation level			
Materials detected but not limited to the following: metals, ceramics, plastics and powders			

Compliance with American National Standard N43.17-2009, Radiation. Safety for Personnel Security Screening Systems			
Person being scanned does not move (stationary images)			
Must be delivered either completely pre-assembled or be able to be assembled in the existing space where unit be used.			
Must be proven to detect the following contraband: Knife or weapon of any type or kind; Tool(s); Money; Unauthorized drugs/medication; Illegal drugs; Hoarded prescribed medication; Pens; Tobacco products; Matches; Lighters; Intoxicants; Jewelry; Personal clothing; Razor blades; Metal paper clips/staples. Provide complete list of contraband that may be detected with the proposed system in this section.			
No floor anchors			
Transportable thru any 35" wide and 82" high doorway			
High resolution image with no distortion			
Pinpoint object location based on anatomy			
<150,000,000 Gray Scales Levels in first image			
The radiation "Restriction Zone" does not exceed the actual footprint of scanner			
No warm-up period required for X-Ray generator			
All subject photos are saved with each scan for evidence and downloadable onto a separate storage drive.			
Electrical requirements – does not require a dedicated circuit			
Complete head to toe full body scan			
Touch Screen Monitor with stand; video image must large enough to be easily viewed (please state dimensions and resolution).			
Sturdy Framework – Describe materials in note section.			

End of Specification Form

12 APPENDIX B – PRICE FORM

IFB No. 2022-068 Union County Jail Body Scanner

SUBMIT WITH BID

Company Name: _____

Taking into consideration the specifications and requirements outlined in this solicitation, complete the bid form below. The County prefers the delivery date to be within 120 days of award. Please enter you estimated delivery date below. Total Bid must include all cost including, but not limited to, delivery.

Year	Make	Model	Total Bid

Estimated Delivery Date: _____

1. Describe below or attach warranty and specifics on what the warranty includes to this form.
 - a. Bidder must include software and upgrades as part of warranty.

2. Bidder must provide information on any software or scanner updates. Describe below or attach information to this form.

Provide the following options for future reference:

- Warranty: Attach to this bid, any additional warranty(s) offered. Include detailed description and annual cost.
- Service Agreement: Attach to this bid, any service agreement(s) offered. Include detailed description of service to be performed, recommended frequency and any relevant additional information including annual cost.

13 APPENDIX C – BID SUBMISSION FORM

IFB No. 2022-068 Union County Jail Body Scanner

SUBMIT WITH BID

This Bid is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all Bids, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this project. Bid is valid for 90 calendar days from the Bid due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

14 APPENDIX D – ADDENDUM AND ANTI-COLLUSION FORM

I IFB No. 2022-068 Union County Jail Body Scanner

SUBMIT WITH BID

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this Bid is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____

15 APPENDIX E – VENDOR PAYMENT LETTER

IFB No. 2022-068 Union County Jail Body Scanner

Do Not Submit with Bid

-----For informational purposes only. -----

ATTENTION: ACCOUNTS PAYABLE VENDORS

As part of our Fraud Prevention Program, Union County now prefers two methods for payments to vendor accounts. These methods allow for faster and easier payments to vendors.

The first and preferred method available is to accept a VISA card payment from the County. If you accept payment via VISA, payment is made at the time of the transaction or upon receipt and approval of the invoice.

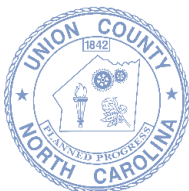
The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on Monday (or the first banking day if Monday is a bank holiday) following receipt of an approved invoice from the County department invoiced.

An EFT Enrollment Form to enroll in the program is attached for your convenience. You can also visit the Union County website at www.unioncountync.gov at any time to get a new form if your banking information changes. If the banking information changes and you do not notify us, it will delay receipt of payment for invoices.

If you wish to receive payment via the County's VISA card, please contact Alex Whitaker at 704-283-3538 or Christi Climbingbear at 704-283-3543, or send an email to alex.whitaker@unioncountync.gov and you will be added to the list of vendors accepting the VISA card method of payment.

Union County prefers all vendors participate in one of the two methods described above.

Thank you in advance for your participation.



Please return this completed form and supporting documents to:



Union County -Finance Office
Suite 714, 7th Floor, 500 N. Main Street, Monroe NC 28112

Phone: (704) 283-3886 Fax: (704) 225-0664

Email: ap@unioncountync.gov

Authorization for payment via Electronic Funds Transfer (EFT)

Initial Enrollment

Change Information

Today's Date _____

Company Name _____

Street Address _____

City, State, Zip _____

By signing below, I hereby authorize Union County to electronically deposit funds into the account indicated below. I understand that if my banking information changes and Union County is not made aware of this change, then payment may be delayed.

Bank Name _____

Address _____

City, State, Zip _____

Routing/ABA # _____ Bank Acct No. _____

Payment Notification: I hereby authorize the following individual to receive an email notification of payment details for all funds deposited to the above account by Union County.

Name & Title _____

Email Address _____

Phone Number _____

Officer Name & Title _____

Phone Number _____

Signature: _____

FOR ACCOUNT VERIFICATION, PLEASE ATTACH A VOIDED CHECK.

This authorization will remain in effect until Union County has received written notice to discontinue.

Print Form