REQUEST FOR BID
WELD COUNTY, COLORADO
1150 O STREET
GREELEY, CO 80631

DATE: JANUARY 27, 2020
BID NUMBER: B2000070
DESCRIPTION: BODY SCANNER
DEPARTMENT: SHERIFF’S OFFICE
BID OPENING DATE: FEBRUARY 7, 2020

1. NOTICE TO BIDDERS:
The Board of County Commissioners of Weld County, Colorado, by and through its Controller/Purchasing Director (collectively referred to herein as, “Weld County”), wishes to purchase the following:

BODY SCANNER

Bids will be received at the Office of the Weld County Purchasing Department in the Weld County Administrative Building, 1150 O Street, Room #107, Greeley, CO 80631, until: 10:00 AM on February 7, 2020 (Weld County Purchasing Time Clock).

Questions about this bid are due to the county by 4:00 PM on January 31, 2020. Email questions to bids@weldgov.com. Answers to questions will be posted online by 12:00 PM on February 5, 2020.

2. INVITATION TO BID:
Bids shall include any and all charges for delivery, less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect Weld County to pay, if awarded the bid.

You can find information concerning this request at two locations: On the Weld County Purchasing website at https://www.weldgov.com/departments/purchasing/bids_proposals located under “Bids / Proposals / Tabulations”. And, on the Bidnet Direct website at https://www.bidnetdirect.com/. Weld County Government is a member of BidNet Direct. BidNet Direct is an on-line notification system which is being utilized by multiple non-profit and governmental entities. Participating entities post their bids, quotes, proposals, addendums, and awards on this one centralized system.

Bid Delivery to Weld County – 2 methods:

1. Email. Emailed bids are preferred. Bids may be emailed to: bids@weldgov.com. Emailed bids must include the following statement on the email: “I hereby waive my right to a sealed bid.” An email confirmation will be sent when we receive your bid/proposal. If more than one copy of the bid is requested, you must submit/mail hard copies of the bid proposal.

2. Mail or Hand Delivery. Mailed (or hand delivered) bids should be sent in a sealed envelope with the bid title and bid number on it. Please address to: Weld County Purchasing Department, 1150 O Street, Room #107, Greeley, CO 80631.

Please call Purchasing at 970-400-4222 or 4223 if you have any questions.
3. **GENERAL PROVISIONS:**

A. **Fund Availability:** Financial obligations of Weld County, payable after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. By acceptance of the bid, Weld County does not warrant that funds will be available to fund the contract beyond the current fiscal year.

B. **Trade Secrets and other Confidential Information:** Weld County discourages bidders from submitting confidential information, including trade secrets, that cannot be disclosed to the public. If necessary, confidential information of the bidder shall be transmitted separately from the main bid submittal, clearly denoting in red on the information at the top the word, “CONFIDENTIAL.” However, the successful bidder is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., the Colorado Open Records Act (CORA), with regard to public records, and cannot guarantee the confidentiality of all documents. The bidder is responsible for ensuring that all information contained within the confidential portion of the submittal is exempt from disclosure pursuant to C.R.S. 24-72-204(3)(a)(IV) (Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data). If Weld County receives a CORA request for bid information marked “CONFIDENTIAL,” staff will review the confidential materials to determine whether any of them may be withheld from disclosure pursuant to CORA, and disclose those portions staff determines are not protected from disclosure. Weld County staff will not be responsible for redacting or identifying Confidential information which is included within the body of the bid and not separately identified. Any document which is incorporated as an exhibit into any contract executed by the County shall be a public document regardless of whether it is marked as confidential.

C. **Governmental Immunity:** No term or condition of the contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

D. **Independent Contractor:** The successful bidder shall perform its duties hereunder as an independent contractor and not as an employee. He or she shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to the contract.

E. **Compliance with Law:** The successful bidder shall strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.

F. **Choice of Law:** Colorado law, and rules and regulations, established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of the contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.

G. **No Third-Party Beneficiary Enforcement:** It is expressly understood and agreed that the enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in the contract shall give or allow any claim or right of action whatsoever by any other person not included in the contract.

H. **Term:** The term of this Agreement begins upon the date of the execution of this Agreement by County, and shall continue through and until successful bidder’s completion of the responsibilities described in the Bid.

I. **Termination:** County has the right to terminate this Agreement, with or without cause, on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time, without notice, upon a material breach of the terms of the Agreement.

J. **Extension or Modification:** Any amendments or modifications to this agreement shall be in writing, signed by both parties.
K. **Subcontractors**: The successful bidder acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of the successful bidder. The successful bidder shall not enter into any subcontractor agreements for the completion of this Project without County’s prior written consent, which may be withheld in County’s sole discretion.

L. **Warranty**: The successful bidder shall provide a warranty to the County as arranged by the parties.

M. **Non-Assignment**: The successful bidder may not assign or transfer this Agreement, or any interest therein or claim thereunder, without the prior written approval of County.

N. **Interruptions**: Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes, or Governmental actions.

O. **Non-Exclusive Agreement**: This Agreement is nonexclusive and County may engage or use other contractors or persons to perform services of the same or similar nature.

P. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507**: The signatories to this Agreement agree that, to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. County has no interest and shall not acquire any interest, direct or indirect, that would in any manner or degree interfere with the performance of the successful bidder’s services, and the successful bidder shall not employ any person having such known interests.

Q. **Severability**. If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

R. **Board of County Commissioners of Weld County Approval**. This Agreement shall not be valid until it has been approved by the Board of County Commissioners.

S. **Insurance**. Insurance coverage must be maintained as required by law and as specified in the specifications and/or scope of work.
SPECIFICATIONS AND/OR SCOPE OF WORK AND PROPOSED PRICING:

General Information:

The purpose of this invitation to bid is to obtain bids for the complete delivery, installation and training involved with the procurement and use of a Body Scanner and accompanying software necessary for operation of the product. The Weld County Sheriff’s Office wishes to implement a low radiation dose Body Scanner for the Weld County Jail. The solution shall have the ability to scan arrestees in an attempt to find contraband that may have been swallowed, hidden in body cavities or hidden in clothing before they are booked in to secure custody. The initial implementation of the Body Scanner solution will include personnel from the Sheriff’s Office uniformed Detentions Division, Booking Staff, Command Staff, Weld County Information Technology and Weld County Sheriff’s Office Finance. The Sheriff’s Office will deploy a single Body Scanner that will be housed on the unsecure side of the Weld County Jail Booking area.

Weld County is approximately 4,000 square miles and has a mix of urban and rural environments. The Weld County Jail has the potential to accept and hold detainees from at least 30 different law enforcement municipalities resulting in more than 1,100 book-ins per month and approximately 14,000 book-ins per year. The solution must be a high traffic Body Scanner capable of scanning a high volume of book-ins. The desired Body Scanner shall be stable, simple to use and able to withstand the environmental and physical challenges commonly encountered in a law enforcement/public safety environment. Features that enhance officer safety and reduce workload associated with the operation of the Body Scanner system in the field are desired.

The desired Body Scanner system will allow scanning of individuals without a substantial increase in work load. The desired Body Scanner will be integrated to the county network and allow transfer of information and necessary updates to software. Weld County is currently utilizing Spillman Technologies for JMS; Weld County is currently in the beginning stages of bidding for a new JMS. Ability to view the images in real time is desired.

The scope of the project includes an image management solution. The desired image management solution will allow effective and efficient image storage with minimal workload. Such image management solution shall allow for image evidence to be shared with on-site medical staff and other outside entities when necessary. The desired image management solution will allow the management of users’ permission levels through an active directory federated services.

Ongoing training, prompt responsiveness to requests for technical assistance and support from the vendor are essential to the success of the program.

Technical specifications for requested Body Scanner solution are contained within the Vendor Response Form (attached below). Vendors should fill out the Body Scanner Vendor Response Form in its entirety and include answers behind Tab 2 in the Vendor’s RFP Proposal.

As part of the bid process, Vendors MUST include references with contact information for another facility in Colorado that currently houses and utilizes their product. This reference will be contacted and asked for their experience with the product first hand.

The vendor must fill out and include the Vendor Response Form in their proposal.

The Vendor Response Form contains 5 worksheets:

- Requirements
- Functionality
- Training
- Service
- Project Scope
Lines in the Vendor Response form that are categorized as Required ("R") will be used as a filter for determining which solutions will meet our needs.

**Requirements**

Unit and all supporting equipment must occupy the least amount of physical space possible.

All equipment and software to operate the unit should be included in the price quote.

Unit shall be able to operate in a confined space with minimal ventilation without the risk of overheating.

Unit shall be operated on standard electricity that will allow it to be moved to different locations without the need for installation of custom electrical outlets.

A work station should be provided for imaging with a Windows 10 operating system capable of controlling the scanner and controlling image quality with send/receive/print/storage capability (at least 1 Terabyte of storage).

The vendor MUST articulate if a workstation is provided. If a workstation is provided, the vendor MUST explain the software on that workstation.

Unit must have built-in imaging software featuring auto-enhancement, continuous pan and zoom, multiple image view capability.

If the unit does not come with a PC, the unit must be able to interact with the PC outlined in Appendix A.

Unit must have an uninterrupted power supply.

**Functionality**

Unit must be a self-calibrating system that does not require a technician to be dispatched should the system lose power unexpectedly, be powered off intentionally or relocated.

Unit must have a user-friendly operating system that requires minimal training and education.

Unit must have an X-ray beam that passes through soft body tissue to show objects that may be swallowed, hidden in body cavities or hidden in clothing.

Unit must have a scanning process in which the person being scanned is stationary; no walk-through/pass-through systems will be accepted.

Unit should have a scan time of less than 5 seconds.

Unit must have a direct beam scan; no angled beam will be considered due to image distortion issues that can result in false readings.

Unit must emit the lowest amount of subject radiation exposure per ANSI standards while still providing accurate and effective imaging results.

Unit must have a minimal radiation fallout zone.

Unit must have minimal inherent radiation leakage.
Unit must provide a maximum radiation protection for subject and operator.

Unit must have the highest rating for greyscale image viewing.

Unit must be capable of delivering a single (non-stitched), high-resolution radiographic image of the entire body height and width (approximately 6’ 5” in height and 40” in width) and body weight of at least five hundred and fifty pounds (550 lbs).

Unit should be able to provide an image quality in accordance with current medical radiology guidelines provided by the American College of Radiologists.

Unit must be capable of displaying scanned image within 30 seconds of scan.

Unit must be capable of completing at least 50 full body scans daily over a 5-year period.

**Training**

Vendor must provide technical training and support from knowledgeable, certified staff.

Vendor must have a training and certification course for operators within the Weld County Sheriff's Office.

Vendor must certify Sheriff's Office personnel in a manner that allows them to train other operators.

Vendor must offer future training should the internal certified trainer not be available.

Vendor must offer training that covers HIPPA rules as they apply to the operation of the unit.

Vendor must offer training that covers radiation effects of the unit on individuals being scanned as well as operators.

**Service/Warranty Response**

The solution shall provide a service plan for 1, 3 and 5 years that covers equipment and software.

The solution shall include information on future relocation of the unit.

The Vendor must provide installation of the product, by utilizing existing electrical connections within the facility.

Vendor must provide information on product support/service options.

Vendor must supply full telephone support (24/7 weekends and holidays included).

Service downtime must be less than forty-eight (48) hours.

Other maintenance related service may be requested.

Vendor must provide emergency call out services for an engineer to attend quickly to any faults or issues with the equipment or software. An explanation of any fees associated with this must be articulated in the vendors proposal.
**Project Scope**

The vendor shall provide costs that will include a complete end to end solution that shall include licensing, support and maintenance costs for all software and hardware for 1, 3 and 5 years.

The vendor shall include an estimate of annual maintenance costs should the equipment be utilized past 5 years.

If available, vendor shall provide lease option costs for 1, 3 and 5 years.

Bid submittal must include the identified pricing details in the model below:

- Hardware: $________
- Software: $________
- Maintenance & Support: $________
- Training: $________
- Labor & Installation: $________
- Supplemental Equipment: $________
- Integration: $________
- Licensing: $________
- Total Price of the project: $________

The vendor shall come up with a complete project scope along with project mgmt. teams that shall include POC, implementation, training, testing, go live, documentation etc., for tracking milestones.

The vendor shall provide a dedicated technical account manager (TAM) to handle escalation and support related issues after go-live.

- Contact: Captain, Detentions Division, Weld County Sheriff’s Office - Matt Turner, (970) 400-2838, 2110 O St. Greeley, CO 80631, mturner@weldgov.com.
The undersigned, by his or her signature, hereby acknowledges and represents that:

1. The bid proposed herein meets all of the conditions, specifications and special provisions set forth in the request for proposal for Request No. #B2000070.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.
3. He or she is authorized to bind the below-named bidder for the amount shown on the accompanying proposal sheets.
4. The signed bid submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to the product specifications and scope of services), the formal acceptance of the bid by Weld County, and signature of the Chair of the Board of County Commissioners, together constitutes a contract, with the contract date being the date of signature by the Chair of the Board of County Commissioners.
5. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

FIRM______________________________________________________________

BUSINESS ADDRESS___________________________________________________________

CITY, STATE, ZIP CODE_________________________________________________________

TELEPHONE NO_____________ FAX______________ TAX ID #_______________________

PRINTED NAME AND TITLE_________________________________________________________

SIGNATURE_______________________________________________________________

E-MAIL____________________________________________________DATE _______________________

**ALL BIDDERS SHALL PROVIDE A W-9 WITH THE SUBMISSION OF THEIR BID**

WELD COUNTY IS EXEMPT FROM COLORADO SALES TAXES. THE CERTIFICATE OF EXEMPTION NUMBER IS #98-03551-0000. YOU DO NOT NEED TO SEND BACK PAGES 1 – 3.

ATTEST: BOARD OF COUNTY COMMISSIONERS

Weld County Clerk to the Board WELD COUNTY, COLORADO

BY: ______________________________ Mike Freeman, Chair

Deputy Clerk to the Board

APPROVED AS TO SUBSTANCE:

Elected Official or Department Head

Controller/Purchasing Director