AGREEMENT FOR FULL BODY SECURITY SCANNERS FOR ESCAMBIA COUNTY CORRECTIONS (PD 17-18.065)

THIS AGREEMENT is entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and OD Security North America, LLC (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 46-1458754, whose principal address is 501 Graham Road, College Station, Texas 77845, and whose mailing address is 416 Island Park Drive, Daniel Island, South Carolina 29492.

WITNESSETH:

WHEREAS, on July 9, 2018, the County issued a Request for Proposals (PD 17-18.065) seeking a qualified firm to provide full body security scanners for the Escambia County Department of Corrections; and

WHEREAS, Contractor was the most responsive and responsible firm proposing to provide such equipment; and

WHEREAS, the County desires to enter into an agreement with Contractor as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

- 1. <u>Recitals</u>. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 2. <u>Scope of Work.</u> Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Request for Proposals for "Full Body Scanners-Escambia County Corrections Department," Specification No. P.D. 17-18.065," attached hereto as **Exhibit A**, and excerpts from Contractor's proposal, attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.
- 3. <u>Contract Amount.</u> In exchange for Contractor's provision of the scope of work referenced in Section 2 above, County shall pay Contractor an amount not to exceed \$417,090.00 (hereinafter referred to as the "Contract Amount"), as itemized in the Contractor's Proposal attached hereto as **Exhibit C**, for all work performed pursuant to this Agreement. The Contractor may request payment of 30% of the Contract Amount upon completion of site preparation, and the remainder may be invoiced upon completion of installation and training. In the event of any conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
- 4. <u>Warranty</u>. Contractor shall fully warrant all equipment furnished pursuant to this Agreement against any defect in materials and/or workmanship for a period of <u>five (5) years</u> from the date of delivery/acceptance by the County. Should any defect in materials or workmanship appear during the warranty period, the awarded vendor shall repair or replace same at no cost to the County upon receiving written notice from the County.

Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the work performed pursuant to this Agreement.

5. <u>Method of Billing</u>. Contractor may request payment from County by the submission of properly executed original invoices. Invoices shall reflect the amount due and owing for the value of services rendered and goods received pursuant to the Agreement with appropriate supporting documentation. Invoices shall be submitted in duplicate to the following:

Clerk of the Circuit Court Attn: Accounts Payable 221 Palafox Place Pensacola, Florida 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

- 6. <u>Term.</u> The initial term of this Agreement shall commence upon the date last executed and continue for a term of three (3) years. Upon mutual agreement, the contract may be renewed for two additional one (1) year renewal terms. Either party may provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the current term. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years.
- 7. <u>Termination.</u> This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County.
- Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

- 9. <u>Insurance</u>. The Contractor is required to carry the following insurance:
 - (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
 - (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
 - (c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

- 10. <u>Independent Contractor Status.</u> In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.
- 11. <u>Notice.</u> Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: OD Security North America, LLC Attention: John Shannon 501 Graham Road College Station, TX 77845 To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

With copy to: 416 Island Park Drive

Daniel Island, SC 29492

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

- 12. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.
- 13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

- 14. <u>Entire Agreement.</u> This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.
- 15. <u>Compliance with Laws.</u> Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.
- 16. <u>Assignment of Agreement</u>. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior

written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

- 17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.
- 19. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY: BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA Amy Lovoy, Acting County Administrator CONTRACTOR: OD SECURITY NORTH AMERICA, LLC John Shannon, President Approved as to form and legal sufficiency.

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

FULL BODY SCANNERS-ESCAMBIA COUNTY CORRECTIONS DEPARTMENT

SOLICITATION NUMBER PD 17-18.065

RESPONSES WILL BE RECEIVED UNTIL: 2:00 PM CST, July 17, 2018

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 10:30 AM CDT, July 9, 2018

Board of County Commissioners

Jeff Bergosh, Chairman Lumon J. May, Vice Chairman Douglas Underhill Steven Barry Grover Robinson, IV

> From: Paul R. Nobles Purchasing Manager

Assistance:

Ramona Williams
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502

Telephone: 850-595-4982

E-Mail: rdwilliams@myescambia.com

SPECIAL ACCOMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



FULL BODY SCANNERS-ESCAMBIA COUNTY CORRECTIONS DEPARTMENT

PD 17-18.065 Request for Proposals

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PART I GENERAL INFORMATION

All submittals to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Submittals of proposals may be mailed to 213 Palafox Place, 2nd Floor Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.065, "Full Body Scanners-Escambia County Corrections Department," "Name of Submitting Firm," "Time and Date due".

Note: If you are using a courier service; Federal Express, UPS, etc., you must mark air bill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each submitter shall be responsible for their submittal(s) being delivered on time as the County assumes no responsibility for same. Submittals received after the time set for solicitation closing will be rejected and returned unopened to the submitter.

Escambia County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

1-1 PURPOSE

The Board of County Commissioners of Escambia County, FL is seeking competitive proposals from qualified and experienced Bidders for the delivery, installation, and annual maintenance and support of three (3) Full Body Security Scanners designed to detect external and internal contraband on offenders at the Escambia County detention facilities. The scanners will be delivered, installed, and calibrated by the vendor at each of these correctional environments: The Escambia County Main Jail, The Escambia County Work Release Facility, and The Escambia County Road Prison.

The intent of this Request for Proposal (RFP) is to seek product and service information from firms qualified and experienced in this specialized field. Submittal of a proposal and qualifications shall be designed to portray how Proposers can best fulfill the services required by the County while also providing the best value to the County.

For the firm selected as offering the best combination of service and value to the County, the County intends to award the contract for the purchase and annual maintenance for three (3) Full Body Security Scanners.

1-2 BACKGROUND INFORMATION

The Escambia County Corrections Department is responsible for the care, custody and control of the population housed within three residential facilities located throughout the County. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the locations, average daily populations, and housing designations will be as listed in the table below.

Facility Name	Facility Address	Average Daily Population (FY 2017)	Housing Designation
Main Jail	2935 North L Street, Pensacola, Florida 32501	907	High Medium to High Maximum
Work Release	1211 West Fairfield Drive, Pensacola, Florida 32501	301	Minimum to Low Medium
Road Prison	601 County Road 297A, Cantonment, Florida 32533	234	Minimum

Upon completion of the new facility (expected completion is April 2020), there are some anticipated adjustments to the ADP of the facilities listed above. Below are the projected headcounts once the new facility is completed.

Facility Name	Facility Address	Projected Average Daily Population (April 2020)	Housing Designation
Main Jail+ New Facility	2935 North L Street, Pensacola, Florida 32501	1,471	Minimum to High Maximum
Work Release	1211 West Fairfield Drive, Pensacola, Florida 32501	60	Minimum
Road Prison	601 County Road 297A, Cantonment, Florida 32533	174	Minimum

1-3 SCOPE OF WORK

Required Equipment and Services:

The Winning Proposer must deliver, install, test, train users, and provide maintenance and support for three (3) full body scanners capable of detecting internal and external contraband on offenders.

- 1. Proposals shall include timeline of delivery, installation, calibration, testing and training following receipt of the Notice to Proceed.
- 2. Equipment shall be delivered FOB Destination, freight and insurance included.
- 3. Installation shall be performed with no additional travel or other expenses.
- 4. Work must be performed during the business week (Monday-Friday) during normal business hours as approved by each installation facility.
- 5. Proposer must remove and appropriately discard all debris and packing materials off premises.

- 6. Proposals shall include the anticipated life cycle of the proposed equipment. All proposed equipment shall have an anticipated end of life of no less than 7 years.
- 7. Proposals shall include the latest model scanners and most current version of software available.
- 8. Proposals shall include dimensions of proposed equipment, clearance requirements surrounding the equipment, electrical and networking cabling requirements,
- 9. Proposed equipment's ability to interface with the existing Jail Management system software, Smart Jail; Version 9.11.9.14, is desired but not mandatory as long as other provisions of the solicitation are met.
- 10. Proposer's system must accept a one-time data push consisting of the Name, DOB, and MNI#.
- 11. Entry into the proposed system of new individuals to be processed shall be by a non-labor-intensive method. Acceptable methods are manual entry, bar code, biometric screening, and/or similar methods.
- 12. 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. Response time shall be within 72 hours to repair products.
- 13. Proposals shall provide for two maintenance manuals and two operator's manuals for each scanner.
- 14. Warranty brochures shall be submitted with the proposal explaining the warranty coverage and defining specifically what is covered by warranty.
- 15. Warranty shall not commence until full acceptance of system. Acceptance shall be defined as delivery of a fully functioning, calibrated system which has successfully imported the data push from Smart Jail and successfully scanned and detected ten (10) test scenarios.
- 16. The winning Proposer shall coordinate software and networking requirements with the Board of County Commissioners (BCC) Information Technology (IT) staff.
- 17. The winning Proposer shall assume any costs and expenses for electrical, cabling or other infrastructure required to operate the proposed equipment. All infrastructure requirements will be completed in advance of the delivery of equipment.
- 18. Proposals shall provide a one-time relocation of each scanner to the County while under the maintenance agreement. If the County requests the relocation, there will be a four-week timeframe allotted to allow calendar and travel arrangements to be made by the Vendor. Any electrical work needed for the relocation will be conducted by the County prior to the Vendor's arrival.
- 19. The winning Proposer shall file and report assembly of scanner to all applicable Florida regulatory agencies and the FDA. A copy of the registration(s) issued will be provided to the County.

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
- 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 up to 500 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
- 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. Moving platform (no rollers) with a smooth starting and stopping system.
- 20. Ability to print scanned images
- 21. Ability to archive scanned image to a database

- 22. Ability to maintain a scan history of individual inmates
- 23. Ability to generate reports of scanning history of inmates pertaining to the daily operations of the scanner
- 24. Ability to audit scanner usage

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.

Maintenance Agreement

The Proposal shall include an annual maintenance agreement for all proposed hardware and software specified as a separate line item cost. The proposed agreement shall be inclusive of all parts, labor and travel with no additional charges or expenses to be charged to the County. The Proposed Maintenance Agreement shall include:

- 1. Quarterly preventative maintenance and radiation survey
- 2. Calibration of equipment as required. No less than bi-annually
- 3. Software updates and upgrades installed as needed at no charge
- 4. Toll free phone support 24/7 and 365 days per year
- 5. Two-hour call back response
- 6. 72-hour onsite response for service calls

Training

Proposal shall provide the County with two consecutive eight-hour days of training for a minimum of ten (10) employees unless otherwise agreed upon by the County and Vendor. Such training will utilize the installed equipment. This specification will be provided individually for each unit purchased.

1-4 <u>VENDOR QUALIFICATIONS</u>

Any item not specifically mentioned but necessary for the delivery and operation of the proposed scanner shall be included in the proposal response. The minimum qualification criteria include, but are not limited to, the following:

- 1. Due to the complex nature and security concerns of correctional facilities, Proposers must have experience with the proposed scanner and its utilization within a correctional setting within the last five (5) years.
- Proposer must comply with all Florida Model Jail Standards, Florida Corrections Accreditation Commission Standards, National Commission on Correctional Health Care at the time of implementation. If the Escambia County Corrections Department chooses to pursue further accreditation in the future, the Proposer agrees to work collectively with the facility to meet the requirements of said additional accreditation.

1-5 REVISIONS

The County may suggest revisions to this Scope of Service, highlighting or de-emphasizing certain facets or activities, as the County's priorities emerge and new information becomes available.

PART II INFORMATION REQUIRED FROM SUBMITTERS ALL RESPONSES SHALL INCLUDE THE FOLLOWING:

2-1 FORMAT AND CONTENT

The County discourages overly lengthy and costly responses; however, in order for the County to evaluate qualifications fairly and completely, submitters should follow the format set out herein and provide all the information requested.

Responses shall include the complete name and address of the Proposing firm, and clearly note the name, mailing address, and telephone number of the person the County should contact regarding the submittal of RFP response. **Provide one (1) paper copy and one (1) complete submittal on flash-drive or Compact Disc (CD)**.

2-2 **REQUIREMENTS**

The following information regarding the Proposer's qualifications shall be submitted.

- 1. A narrative description of how the Respondent proposes to deliver the requested equipment and services.
- 2. A complete description of proposed equipment including
 - 1. Technical specifications
 - 2. Utility and infrastructure requirements
 - 3. Dimensions and clearances required for installation
- 3. Response to all requirements in section 1-3 Scope of Work
- 4. Training plan for staff
- 5. Details of Proposed Maintenance and Support agreement

- 6. Timeline with detailed steps from Notice to Proceed until completion
- 7. Detailed costs
- 8. Options and Alternatives, if applicable
- 9. Provide specific information concerning the Proposer's experience in the services specified in this RFP, preferably within the State of Florida. Current locations and contact information of facilities with installed and operating scanners should be submitted as references. contact information of facilities with installed and operating scanners should be submitted as references.
- 10. Provide specific information concerning the Proposer's experience in the services specified in this RFP, preferably within the State of Florida. Current locations and contact information of facilities with installed and operating scanners should be submitted as references.
- 11. Names and qualifications of personnel to be assigned to this project.
- 12. The Proposer must provide policies and procedures relative to security of employees and background checks.

PART III SELECTION PROCESS AND CRITERIA FOR SELECTION PROCESS

The proposal review process will be initiated through the Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and award of the agreement.

The criteria used to determine the best value to the County are as follows:

Criteria	Weight
Operational Capability	
System capability will be evaluated in relation to product specifications	40
outlined within this document. Clarity of X-ray images and ability to	
identify concealed items.	
Total Cost	
Scanners, Maintenance, Training, Installation, Software, infrastructure	30
requirements. All detailed costs, both direct and indirect will be	
evaluated.	
Maintenance Agreement/Warranty Provided	
The proposed maintenance agreement and provided warranty will be	20
evaluated in relation to the specifications outlined within the document	
Additional/Optional Services Available	
Availability and additional cost (if applicable) of any proposed	
additional/optional services that can be utilized to modernize/enhance	10
the operations and/or security of the Escambia County Corrections.	
Total Possible Score	100

RESPONSIBILITIES OF THE NEGOTIATION COMMITTEE

- A. Upon the opening of the sealed proposal(s), Escambia County Community Corrections department will review each proposal for responsiveness and cost tabulations.
- B. The Negotiation Committee will meet to discuss the proposals and costs in detail. The Negotiations Committee will rank the firms using the criteria on page 8.
- C. Negotiations with responding vendors, as required.
- D. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and approval of the selection of provider on September 06, 2018.

PART IV SCHEDULE

The following schedule is proposed and shall be adhered to in so far as practical in all actions related to this procurement:

Event	Scheduled Date
Public Notice	06/25/2018
Non-mandatory Pre-Solicitation Conference	07/09/2018
Final Date for Questions	07/12/2018
Responses to Questions	07/13/2018
RFP Responses Due	07/17/2018
Short-List Meeting	07/20/2018
Discussions/Ranking Meeting	07/26/2018
1 st Negotiations	08/02/2018
2 nd Negotiations (If Necessary)	08/06/2018
Recommendation to BCC	09/06/2018

All questions shall be directed to:

Ramona Williams Purchasing Specialist Telephone (850) 595-4982

Email: rdwilliams@myescambia.com

FULL BODY SCANNERS-ESCAMBIA COUNTY CORRECTIONS DEPARTMENT PROJECT

SCOPE OF WORK

General Required Equipment and Services as per original RFP PD 17-18.065:

OD Security North America will deliver, install, test, train users, and provide maintenance and support for three (3) full body scanners capable of detecting internal and external contraband on offenders.

- 1. OD Security NA will include timeline of delivery, installation, calibration, testing and training following receipt of the Notice to Proceed.
- 2. Equipment shall be delivered FOB Destination, freight and insurance included.
- 3. Installation shall be performed with no additional travel or other expenses.
- 4. Work will be performed during the business week (Monday-Friday) during normal business hours as approved by each installation facility.
- 5. OD Security NA will make arrangements to remove and appropriately discard all debris and packing materials off premises.
- 6. All proposed equipment has an anticipated end of life of no less than 12 years.
- 7. OD Security NA included the latest model scanners and most current version of software available.
- 8. OD Security NA included all dimensions of proposed equipment, clearance requirements surrounding the equipment, electrical and networking cabling requirements. Please see RFP PD-17-18.065 response section 2-Description of Proposed SOTER RS Body Scanner
- 9. The SOTER RS Body Scanner has the ability to interface with the existing Jail Management system software, Smart Jail and can integrate into Version 9.11.9.14 if desired.
- 10. The SOTER RS Central Server will accept a one-time data push consisting of the Name, DOB, and MNI#.
- 11. Entry into the proposed system of new individuals to be processed shall be by a non-labor-intensive method. Available methods will be manual entry, bar code. Please see **Detailed Work Flow** later in this document.
- 12. All products shall have a warranty of five (5) years from the date of installation. The warranty period includes all parts, labor, shipping costs of products, and travel expenses. Response time shall be within 72 hours to repair products.
- 13. OD Security North America will provide an electronic copy of the Operator's, Administrator and Radiation Safety manuals.
- 14. OD Security North America supplied a Warranty brochure with the proposal explaining the warranty coverage and defining specifically what is covered by warranty. See **7-OD Security NA Factory Warranty & Service of RFP PD-17-18.065**



- 15. Warranty shall not commence until full acceptance of system. Acceptance shall be defined as delivery of a fully functioning, calibrated system, which has successfully imported the data push from Smart Jail and successfully scanned and detected ten (10) test scenarios.
- 16. OD Security North America coordinated software and networking requirements with the Board of County Commissioners (BCC) Information Technology (IT) staff. Please see **Detailed Work Flow** later in this document.
- 17. OD Security NA will assume any costs and expenses for electrical, cabling or other infrastructure required, from the supplied 120 Volt 20Amp dedicated wall outlet and network connection supplied by Escambia County. All aforementioned infrastructure requirements must be completed by Escambia County prior to the delivery of equipment.
- 18. OD Security North America will provide a one-time relocation of each scanner to the County while under the maintenance agreement. If the County requests the relocation, there will be a four-week timeframe allotted to allow calendar and travel arrangements to be made by the Vendor. Any electrical work required for the relocation will be conducted by the County prior to the Vendor's arrival.
- 19. OD Security North America will file and report assembly of scanner to all applicable Florida regulatory agencies and the FDA. A copy of the registration(s) issued will be provided to the County.

OD Security North America will provide the following minimum product specifications for each SOTER RS unit:

- 1. Image detector with filtration system
- 2. Interface Unit
- 3. Dosimeter that connects to a database attached to the machine to ensure dose is recorded for every scan. This will ensure that nobody will be exposed above the regulated 250 uS yearly dose.
- 4. One (1) monitor
- 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 up to 660 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
- 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. Moving platform (no rollers) with a smooth starting and stopping system.
- 20. Ability to print scanned images
- 21. Ability to archive scanned image to a database
- 22. Ability to maintain a scan history of individual inmates
- 23. Ability to generate reports of scanning history of inmates pertaining to the daily operations of the scanner
- 24. Ability to audit scanner usage

Maintenance Agreement

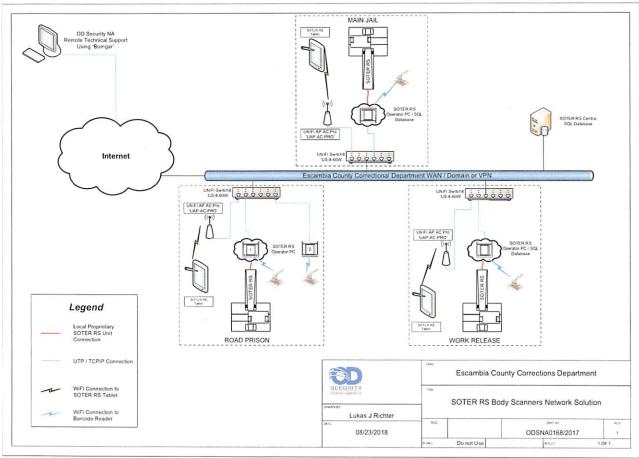
OD Security North America has included an annual maintenance agreement for all proposed hardware and software specified. The proposed agreement includes all parts, labor and travel with no additional charges or expenses to be charged to the County. The Proposed Maintenance Agreement includes:

- 1. Quarterly preventative maintenance and radiation survey
- 2. Calibration of equipment as required. No less than bi-annually
- 3. Software updates and upgrades installed as needed at no charge
- 4. Toll free phone support 24/7 and 365 days per year
- 5. Two-hour call back response
- 6. 72-hour onsite response for service calls

Training

OD Security North America will provide the County with two consecutive eight-hour days of training for a minimum of ten (10) employees unless otherwise agreed upon by the County and Vendor. This training will utilize the installed equipment. This specification will be provided individually for each unit purchased. Please see RFP PD-17-18.065 response section 5-Training Plan for detail.

Detailed Required Equipment and Services as agreed with committee during meeting held August 20th 2018:



Drawing OSSNA/0168/2018

Hardware Level Requirements and Battery Limits for Networking and Total Solution:

As per Drawing ODSNA/0168/2018, OD Security NA will supply all hardware (indicated above in the dotted lines) for the Main Jail, Work Release and Road Prison. The VLAN and VPN access will be supplied by Escambia County IT Department. All 120Volt 20Amp dedicated power outlet at each location will be supplied by Escambia County Department.

Battery Limits:

OD Security NA will take responsibility for all power cabling and equipment from the 120volt 20Amp wall outlet to all equipment. This will be the same for all network cabling and equipment from the network point /VLAN connection.

Escambia County will supply and be responsible for the 120Volt 20Amp dedicated power outlet at each location. Escambia County will supply and be responsible for a network outlet /VLAN connection at each location.

Hardware Supplied per Location:

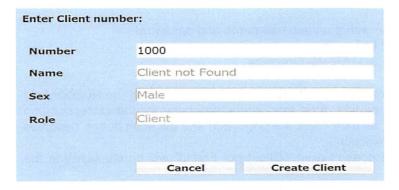
Equipment	Main Jail	Road Prison	Work Release	EC Data Center
SOTER RS	1	1	1	
SOTER RS Operator Console	1	2	1	
SOTER RS Central Server				1
Online UPS 3000va	1	1	1	
Network Hardware (Switches,				
Wi-Fi AP etc.)	1	1	1	
SOTER RS Touch Tablet	1	1	1	
Wireless Barcode Scanner	1	2	1	

Inmate Data Capture and Distribution.

A onetime push of all existing inmate data will be done from the Escambia County JMS to the SOTER RS Central server. See proposed data table.

Inmate # / MNI	Last Name	Middle Name	First Name	Gender
IIIIIale # / IVIIVI	Lastivaine	Middle Mairie	I list Name	Octidei

After initial data push, all new inmate records will be created via the Main Jail SOTER RS Operator Console Scan Dialog Box.



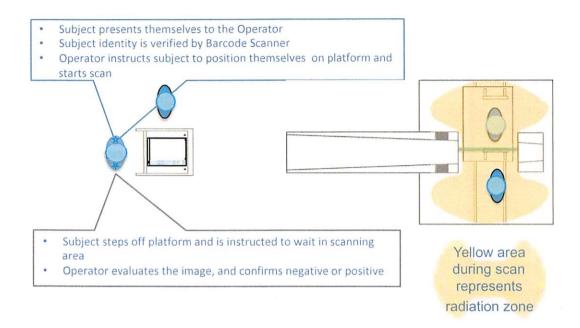
From the Main Jail SOTER RS local database, data will be distributed to the Road Prison and Work Release SOTER RS local databases. This is done by synchronizing all inmate data via the SOTER RS Central Server. Data will be duplicated across all locations, thereby ensuring a backup of data. Duplication of the data across all locations will also ensure that a scan transaction can still be completed even if a SOTER RS is temporarily disconnected at the time of that scan. This scan data will be synchronized back to the Central Server once the unit is back online.

Dose Management:

The ANSI 43.17 Regulation recommends that members of general public (including special groups such as pregnant women and children) receive **less than 250\muSv** effective dose per year from x-ray security screening. The SOTER RS solution manages the 250 μ Sv effective dose per year per inmate automatically by means of a built-in software algorithm and by presetting the number of scans allowed per day.

Escambia County will have the SmartScanTM Random Scanning Module installed at all locations. The module will do a "Dummy Scan" based on the specific profile a person is assigned to. The "Dummy Scan" will preform a normal scan without switching on the x-ray and a previous image of person scanned will be recalled and displayed. The system is based on a total random algorithm and can't be predicted.

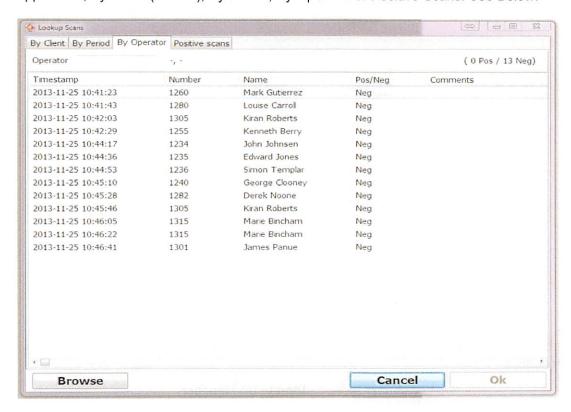
Typical Work Flow:



- 1. Operator login to Viewer application with a unique username and password.
- 2. System is ready to receive data for first scan.
- 3. Inmate presents themselves at the SOTER RS Operator
- 4. Operator clicks scan button.
- 5. Operator scans the MNI barcode from the Inmate ID Card which is captured the Number field.
- 6. System searches the local database first, then the Central database for the corresponding record. Once the record is located, all data fields are populated and the scan button becomes available to complete the scan transaction.
- 7. Only at Main Jail if the record doesn't exist, "Client not Found" will be displayed in the Name field of the dialog box.
 - a. Operator scans the MNI barcode from Inmate ID Card into the Number field.
 - b. Operator populates the Name field, select gender from dropdown menu and select scan profile from appropriate field if applicable.
 - c. Operator clicks save button to save all data.
 - d. Scan button becomes available and the Operator completes the scan.
- 8. Operator utilizes the images manipulation tools on the Viewer GUI to complete the image evaluation and flag the images as positive if any contraband is identified.
- 9. If no contraband is detected no action is taken. SOTER RS automatically saves transaction as negative.
- 10. SOTER RS is ready for next scan.
- 11. **Only at Road Prison** Number 2 Operator Console is available to do the next scan while the first scan is still being evaluated on Number 1 Operator Console. This setup allows for a higher volume of scan transactions in a given time frame.

Scanned Images:

All completed scan images; positive or negative, are saved to the Central Server. Any scan data/images can be accessed from any of the SOTER RS Operator Consoles or SOTER RS Tablets that are connected to the VLAN. This is done via the Scan Database / "Select File" function in the Viewer application; By Client (Inmate), By Period, By Operator or Positive Scans. See Below.



Negative images can be purged based on a preselected period (Recommendation of 6moths cycle). Images can be saved as JPEG, JPG, BMP and DICOM. This will enable the images to be reviewed on any standard Windows software or medical systems. "Save As" function is protected by unique password.

System Users and Database Management:

All system Administrators and Users are created through the SOTER RS "Account Creator" Interface at each location.



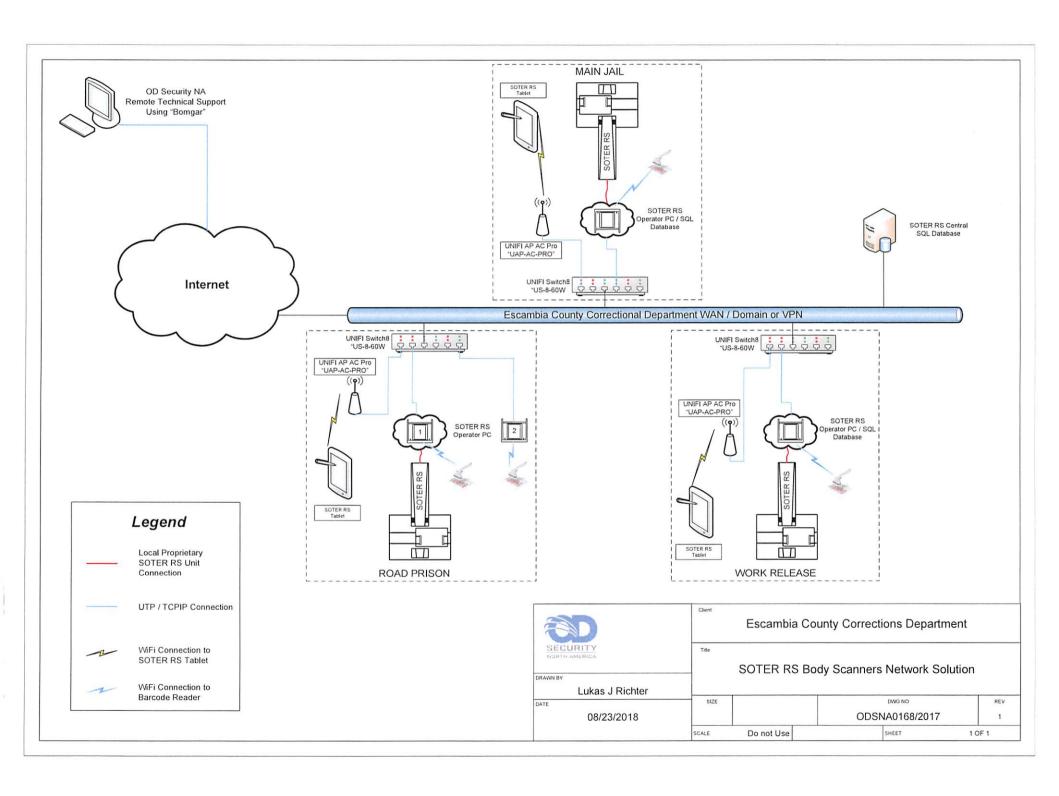


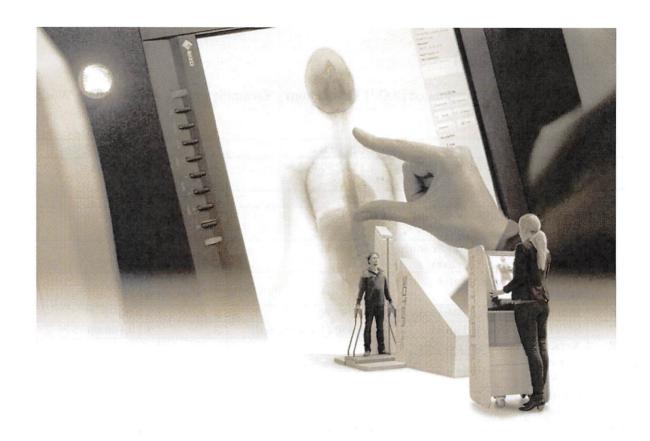
Full Inmate database management is available to Administrator users only, through the Inmate DB Manager application:



Reporting:

Currently all reporting is generated by exporting the Scan Database searches via export button to a *.csv file. This enables the import of the data into any document format of the county's choosing.





Escambia County Florida – Full Body Scanners-Escambia County Corrections Department (ECCD) Solicitation Number PB 17-18.065

Commercial Proposal – for the attention of Ramona Williams
Proposal Date: August 31th 2018

PREPARED BY



Lukas Richter
OD Security North America
2453 Daniel Island Drive,
Daniel Island, SC 29492

PROPOSAL DATE
August 31th 2018



Commercial Proposal

Delivered, installed and calibrated (F.O.B Destination) – Escambia County FL, Main Jail, Work Release and Road Prison

No	Description	Unit Price	Qty	Line Total
1	SOTER RS Full Body Scanning System	\$ 118,750.00	3	\$ 356,250.00
2	Shipping	\$ 0.00	3	\$ 0.00
3	Installation, Calibration and Testing	\$ 0.00	3	\$ 0.00
4	SmartScan TM Random Scanning Module (Annual License)	\$ 2,100.00	3	\$ 0.00
5	Training (Administrator & Operator)	\$ 0.00	3	\$ 0.00
6	Full Manufacturer' Warranty *	\$ 9,750.00	5	\$ 0.00
7	SOTER RS Touch Tablet	\$ 5,050 (1 x included) 3	\$ 10,100.00
8	Network Hardware per Site			
	Switches			
	Wi-Fi AP			
	Cabling from wall outlet to			
	equipment.	\$ 412.50	3	\$ 1,237.50
9	Road Prison Extra Operator Station	\$ 15,750.00	1	\$ 15,750.00
9	Online UPS 3000va	\$ 1,987.50	3	\$ 5,962.50
10	SOTER RS Central Server			
	Hardware + Software + Database (3 x Sites)	\$ 19,950.00	1	\$ 19,950.00
11	Wireless Barcode Scanner			
	Hardware + Software	\$ 390.00	4	\$ 1,560.00
12	Network Connection, Setup and			
	Configuration	\$ 785.00	8	\$ 6,280.00
		P	roject Total	\$ 417,090.00

^{*} Full Manufacturer's Warranty per unit, annually (parts and labor, to include time and travel associated with servicing and maintenance) All network hardware will have 1 year warranty.

(Exclusive of Tax if applicable)

Delivery and installation of first unit - 33 days After Receipt of Purchase Order (ARO), 30% deport as per standard terms of sale and preparation of site or sites.

Cost includes -

- Provision of 24/7 Toll Free Support Line and 24/7 On-Line Help Desk
- Same day Technical/Engineering Support

- Bi-annual calibration and annual certification
- · All software upgrades through-out term of contract

Payment Schedule -

- 30% Deposit payment on order.
- Final 70% payment due on completion of project.

Extended Warranty Option -

Provision of Full Warranty (Maintenance/Service) Contract (parts and labor and including time and travel). Year 6 on, payable in advance.
 \$9,750 per unit, annually, payable in advance

Lukas Richter OD Security North America lukas.richter@odsecurityna.com (843) 814-8085

Quotation remains valid for 60 day.