



Leon N. Wilmot
Sheriff of Yuma County

Yuma County Detention Center

200 W. Court Street, Yuma, AZ 85364
Tel: (928) 782-9871 • Fax: (928) 539-9140
www.yumacountysheriff.org

REQUEST FOR PROPOSAL

A Solicitation of Proposals for:

Full Body Security Scanner & Services

YUMA COUNTY JAIL DISTRICT

**LEON N. WILMOT, SHERIFF
COUNTY OF YUMA
YUMA, ARIZONA**

Date of Release:

February 19, 2018

(PAGE LEFT BLANK)

I. INTRODUCTION

- A. **Purpose:** The Yuma County Jail District, hereinafter called "District", is seeking competitive bid proposals for the procurement of Full Body Security Scanner & Services for use in the Yuma County Detention Center (hereinafter called "YCDC") in accordance with A.R.S. § 13-2505.
- B. **Facility Design & Capacity:** The Yuma County Detention Center is a maximum security facility designed to receive, process and house prisoners who are detained prior to trial, as well as prisoners sentenced to a term of incarceration by Yuma County and Municipal courts. The Yuma County Detention Center is the only County Adult Detention facility within Yuma County, Arizona. Prisoners are housed in various custody levels in both open and closed housing units. The District maintains two separate facilities. YCDC- Main has a rated capacity of (675) and YCDC-Annex has a rated capacity of (81).

The Yuma County Detention Center is located at:

Yuma County Detention Center
200 W. Court Street
Yuma, Arizona - 85364

- C. **RFP Releases:** Vendor may download a copy of this solicitation at www.yumacountysheriff.org. Vendors are required to check this website for addenda prior to the closing date and time of the solicitation to assure that the proposal incorporates all addenda.
- D. **Period of Contract:** The term of a contract pursuant to this Request for Proposal (RFP) will be for a period of one (1) year, following the bid award. The District may, at its option, extend the term of this Contract for a period of one (1) additional year at a time, up to a maximum of five (5) years. The contract may be terminated at any time, with or without cause, by the District or the Vendor, upon ninety (90) days advance written notice to the other party. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination and each party shall be released from all obligations of performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of such termination.

- E. **Pricing:** Vendors shall complete and submit their proposals in line with the specifications and scope. All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should offer or during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to the District, that vendor shall provide the same pricing to the District effective on the date the Vendor offered it to the other buyer. Vendor's unit prices shall include all costs required to implement and actively conduct and document cost control and reduction activities. Unit Prices shall include all costs and, unless otherwise specified. Unit prices shall prevail in the event of an extension error. Vendor must price each item separately. Delivery time if stated as a number of days' means "calendar" days. County reserves the right to question and correct obvious errors.

II. **SPECIFICATIONS & SCOPE**

A. **General Contract Specifications:** The District seeks equipment and services under general contract for evaluation as follows:

1. Equipment provided should be of the highest quality of the industry standard. Materials purchased through this contract must be new and unused; demonstrator models shall not be acceptable.
2. Vendor to guarantee all parts and equipment under this contract against defects for a minimum period of one year from installation date.
3. Vendor to provide inspections and maintenance to all of the provided equipment while under warranty or maintenance agreement.
4. Vendor to perform all available software updates for equipment purchased while under the maintenance agreement.
5. Vendor to advise District of hardware or featured upgrades available and provide them at a discounted rate off list price.
6. Vendor to provide a one-time relocation of the scanner to the District while under the maintenance agreement. If the District 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 relocation will be conducted by the District prior to the Vendor's arrival.
7. Vendor and all sub-Vendors **shall** provide a driver's license for a background check prior to being allowed entry to YCDC for maintenance, service, or installation on the products. The YCDC will conduct those background checks

at no cost to the Vendor.

8. Vendor **shall** file and report assembly of scanner to the Arizona Radiation Regulatory Agency and FDA. A copy of the registration issued by the Arizona Radiation Regulation Agency will be provided to the District prior to install and for services pursuant to the provisions of Arizona Revised Statutes (A.R.S 30-672.01 and A.A.C Title 12, Chapter One (1)).

B. Product Specifications: Full Body Scanner system must meet the following minimum product specifications.

1. Image detector with filtration system.
2. Interface Unit.
3. Personal dosimeters x-ray generator that connect to one database attached to the machine.
4. One (1) monitor.
5. Local storage of images.
6. Vendor must accept a onetime data push that includes Name, DOB, and jacket number (this is an internal Inmate Management System number). All 'new' individuals that are processed will be entered into the applicants/bidders data base by any method that is not labor intensive. This can be manual entry, bar code, biometric screening, and/or similar methods.

NOTE: Interoperability with Jail Management system is desired as an option. Currently the District operates on the New World Public Safety Software;Version 10.2 software.

7. Uses low-dose ionizing radiation transmission technology as the primary mode of detection.
8. Scanners must meet or exceed American National Standards Institute (ANSI code N43-17-2009).
9. Automated emergency shut off should x-ray protections fail.
10. Load capacity up to 500 lbs.
11. Not exceed 10 seconds per scan.
12. Visual indicator when scanner is in use.
13. Detect items concealed in clothing, hair or shoes.
14. Detect ingested or internally concealed items.
15. Allow for multiple image filters.
16. Security login to operate scanner.
17. Track number of scans an inmate has received.

18. Alert operator if an inmate exceeds the number of acceptable scans or dosage limits.
19. Ability to give a statistical determination of the likelihood hood of detected foreign object(s) being contraband.
20. Moving platform (no rollers). Smooth starting and stopping system.
21. Ability to print scanned images.
22. Ability to archive scanned image to a database.
23. Ability to maintain a scan history of individual inmates.
24. Ability to generate report of scanning history of inmates pertaining to the daily operations of the scanner.
25. Ability to audit scanner usage.

C. Maintenance Agreement:

1. Vendor to provide a yearly maintenance agreement to all hardware and software at an additional line item cost, with no extra charges for travel expenses to be paid for by the District while under the agreement.
2. Quarterly Preventive Maintenance and Radiation Survey.
3. All parts and labor for required maintenance and travel expenses incurred by the Vendor will be paid by the Vendor while the maintenance agreement is valid.
4. Calibration of equipment bi-annually.
5. Software updates installed as needed.
6. Toll Free phone support 24/7 and 365 days a year.
7. Two-hour call back time.
8. 72 hour onsite timeframe for service calls.

D. Training:

1. Vendor will provide the District with two consecutive eight-hour days of training for a minimum of (10) employees unless otherwise agreed upon by the District and Vendor. Such training will utilizing the installed equipment.

E. Delivery & installation

1. District will order pursuant to an executed purchase order (PO). Documents will be furnished to Vendor via facsimile or e-mail.
2. Vendor must not supply materials or services pursuant to the

contract that are not documented or authorized by a PO at the time of provision. District accepts no responsibility for control of or payment for materials or services not documented by a PO.

3. All Invoice documents will reference the District's PO number. Invoices that include line items or unit prices that do not match those documented by the District's PO may be returned to Vendor unprocessed for correction. Vendor will not accept orders, or provide services or products that cumulatively exceed the contract amount.
4. Delivery **shall be** made to Yuma County Detention Center, 200 W, Court Street Yuma, Arizona, 8364. An appointment will be made for the delivery and installation of the equipment to minimize a disruption in service to the facility. Installation may take place after normal business hours to ensure the minimal disruption and security of the inmates.
5. Prior to delivery, the District shall have all electrical work required by the Vendor for installation completed. Vendor will send requirements to the District a minimum of four weeks prior to installation.
6. Vendor will calibrate the scanner after installation at no extra cost to the District.
7. District will provide required certificates of insurance prior to the commencement of any work.
8. Vendor will provide specifications needed to District for installation, including electrical, four weeks prior to delivery and installation.
9. Vendor will pay all travel expenses incurred for installation of equipment.

F. Detailed Warranty Specifications:

1. 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.
2. Vendor will provide two maintenance manuals and two operator's manuals for the scanner.
3. Warranty brochures shall be submitted with the proposal explaining the warranty coverage and defining specifically what is covered by warranty.

III. PROPOSAL SUBMISSION

A. Proposal Timeline:

Release of RFP	2/19/2018
Deadline for Submission of Final Questions	3/2/2018
Deadline for Answers to Questions	3/9/2018
Deadline for Proposals	3/16/2018
Bid Opening Date	3/21/2018 @10:30am
Submit to BOS Agenda	3/27/2018
Tentative Date for Awarding Contract	4/16/2018
Tentative Contract Implementation Date	5/1/2018

B. Questions: Questions regarding the contents of this RFP must be submitted in writing no later than **2nd day, March, 2018 at 5:00 P.M.**, and be directed to the individual listed below. All questions will be answered and copies of both the question and answer will be disseminated to **all vendors**.

C. Correspondence: All correspondence, **excluding proposals**, shall be submitted via electronic mail to:

Maricela Aguirre; Administrative Assistant
Yuma County Sheriff's Office
141 South Third Avenue
Yuma, Arizona 85364
Office: (928) 539-7876; Fax: (928) 539-9140
Maricela.Aguirre@ycso.yumacountyaz.gov

D. Proposal Submission Deadline:

Vendors shall provide five (5) copies of their proposals, sealed and addressed to:

**YUMA COUNTY BOARD OF SUPERVISORS
198 SOUTH MAIN STREET
YUMA, ARIZONA 85364**

All proposals must be clearly marked on the exterior of the mailing package:

“JAIL DISTRICT FULL BODY SECURITY SCANNER SERVICE BID”

All proposals must be received (not post-marked) at the Yuma County Board of Supervisors' Office no later than **5:00 P.M. (Arizona time)** on **Friday, March 16, 2018**. Facsimile or electronically transmitted proposals **WILL NOT** be accepted.

It is the responsibility of the Vendor to ensure delivery of the proposal. Any proposal received after the closing time will not be accepted and will be returned unopened. Unsigned proposals will be considered unresponsive and will be rejected.

E. Transmittal Letter:

1. This letter is to be a brief letter, addressed to the District, that provides the following information:
 - a. Name and address of the Vendor;
 - b. Name, title and telephone number of the contact person for the Vendor;
 - c. A statement that the Proposal is in response to this RFP; and
 - d. The signature, typed name and title of the individual who is authorized to commit the Vendor to the Proposal.

F. Non-Collusion Affidavit (*See, Addendum "A", attached hereto.*)

1. Proposals that do not include a Non-Collusion Affidavit will not be considered.

G. Cost Proposal:

1. Each Proposal must include an itemized cost as it relates to "Section II Specifications and Scope" as listed in the RFP. Costs and equipment which are not covered by the vendor, and which are intended to be a cost to the District, must be identified in the proposal.
2. Vendors are encouraged to be creative with their proposals and to offer any options or enhancements that might be of interest to the District. Additional enhancements or services offered beyond those listed in "Section II Specifications and Scope" of the RFP may be labeled as Options.

IV. PROPOSAL CONDITIONS:

- A. **Contingencies:** This RFP does not commit the District to award a contract. The District reserves the right to accept or reject any or all proposals if the District determines it is in the best interest of the District to do so. The District will notify all Vendors in writing if the District rejects all proposals. The District reserves the right to cancel, in whole or in part, this RFP pursuant to A.R.S. § 11-254.01.
- B. **Modifications:** The District reserves the right to issue addenda or amendments to this RFP.
- C. **Proposal Submission:** To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time.
- D. **Incurred Costs:** This RFP does not commit the District to pay any costs incurred by Vendors in the preparation of a proposal in response to this request and Vendors agree that all costs incurred by Vendors in developing this proposal are the Vendor's responsibility.
- E. **Negotiations& Demonstrations:** The District may require the potential vendor selected to participate in negotiations and to submit a price, technical or other revisions of their proposal as may result from negotiations. Prior to award, a demonstration of functionality may be required as requested by the District.

V. **CONTRACT REQUIREMENTS:**

- A. **Representation of the District:** In the performance of the contract, Vendor, its agents and employees shall act in an independent capacity and not as officers, employees or agents of the District.
- B. **Legal Arizona Workers Act Compliance:** To the extent applicable under A.R.S. § 41-4401, the Vendor and its subVendors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Vendor shall further ensure that each subVendor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.
- C. **May be Cancelled PURSUANT TO A.R.S. §38-511:**
All parties hereto acknowledge that this agreement is subject to cancellation by the County pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- D. **GOVERNING LAW:** The validity, construction, effect, and enforcement of the Contract and the obligations, rights and remedies of the parties there under shall be governed by the laws of the State of Arizona. The venue shall be solely the appropriate state court in Yuma County.
- E. **CONFIDENTIALITY:** Any other provision of this Agreement notwithstanding, the parties acknowledge that Yuma County is a public institution, and as such is subject to Arizona Public Records Act, A.R.S. § 39-121, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the County will notify the other party as soon as possible.
- F. **Nondiscrimination:** The parties agree to comply with all applicable state and federal laws, rules, regulation and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- G. **Interference with Operations:** The Vendor shall not interfere with the normal operation of the County's facilities, equipment, or the work of any Vendor or Sub-Vendor on County premises. When Vendor anticipates unavoidable interference, it shall so notify the County as soon as Vendor receives knowledge of that interference, and a Project Schedule adjustment shall be made accordingly. Should the interference request be denied and result in an unavoidable delay in the Project schedule, Vendor shall be entitled to a mutually agreed to extension of

time for performance. The County shall have final determination of priorities in case of conflicts with the operation of others. The Vendor shall not operate any of the County's equipment or control devices or those of any Vendor or Sub-Vendor on the County's premises, except at the direction and under the immediate supervision of the County's designated representative.

- H. **Liabilities against procuring Agency:**The Vendor shall indemnify, keep and save harmless the County, all County agents, officials and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which are made against the County (a) by any Third Party for death, personal injury and /or property damage and which arise out of or result from the Vendor's acts or omissions, or those of its employees, servants and agents, or (b) on account of any act, claim, or amount arising or recovered under workers' compensations law or (c) arising out of the failure of the Vendor to conform to any statutes, ordinances, regulation, code, law or court decree. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Vendor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Vendor for the County.

- I. **Non-transferable or Assignability:** The Vendor shall not assign any of its rights or obligations under this Contract without the prior written consent of the County. Any attempt to assign without such prior written consent shall be void.

- J. **Non-Appropriation Clause:** Vendor acknowledges that Customer is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the Customer's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Customer after written notice to Vendor of the unavailability and non-appropriation of public funds. It is expressly agreed that Customer shall not activate the non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

- K. **Israel Boycott Certification:** Agency hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Agency may result in action by County up to and including termination of this Agreement.

VI. INDEMNIFICATION AND INSURANCE:

- A. **Insurance Requirements:** Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain, throughout the Agreement, the following types of insurance with limits as shown:
1. **Workers' Compensation:** A program of Workers' Compensation insurance or a state-approved self-insurance program covering all persons providing services on behalf of Vendor and all risks to such persons under this Agreement.
 2. **Comprehensive General and Automobile Liability Insurance:** This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).
 3. **Errors and Omission Liability Insurance:** Combined single limits of one million dollars (\$1,000,000.00) for bodily injury and property damage and three million dollars (\$3,000,000.00) in the aggregate; or
 4. **Professional Liability:** Professional liability insurance with limits of at least two million dollars (\$2,000,000.00) per claim or occurrence.
- B. **Additional Named Insured:** All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Yuma County, the Yuma County Jail District and their officers, employees, agents and volunteers as additional named insurers with respect to liabilities arising out of the performance of services hereunder.
- C. **Certificate of Insurance:** Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. Prior to commencing services under this contract, Vendor shall furnish Yuma County with a Certificate of Insurance, or formal endorsements as required by the contract as issued by Vendor's insurer(s) as evidenced that policies providing the required coverage's, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this project by name, RFP number and shall provide for not less than (30) days advanced notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Yuma County Risk Management Office,
198 Main Street,
Yuma, Arizona 85364

D. Insurance Review: The above insurance requirements are subject to periodic review by the District. The Sheriff or his designee is authorized, but not required, to reduce or waive any of the above insurance requirements when a determination is made that any of the above insurance is not available, is unreasonably priced or is not needed to protect the interests of the District.

E. Right to Monitor and Audit:

1. Right to Monitor: The District shall have the right to review and audit all records, books, papers, documents, corporate minutes and other pertinent items as required and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Agreement. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the District in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the District.

In the event the District determines that Vendor's performance of its duties or other terms of this Agreement are deficient in any matter, the District will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification or District, at its option, may terminate this Agreement immediately upon written notice or remedy deficiency and offset the cost thereof from any amounts due Vendor under this Agreement or otherwise.

2. Availability of Records: All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by District representatives for a period of three (3) years after final payment under the Agreement or until all pending District, Yuma County and State audits are completed, whichever is later.

VII. EVALUATION OF PROPOSALS:

A. Evaluation Process:

All proposals will be subject to a standard review process developed by the District. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based upon demonstrated performance. The evaluation will be based on the written proposal as submitted, but may include a site visit to the Vendor and/or an demonstration of capability with the Vendor.

B. Evaluation Criteria:

1. Initial Review: All proposals will be initially evaluated to determine if they are in compliance with all the requirements of this RFP.
2. Failure to meet all of these requirements may result in a rejected proposal. The District may reject any or all proposals and may or may not waive any deviation which is not material or any defect in a proposal. Waiver of any deviation shall in no way modify the RFP documents or excuse the Vendor from full compliance with the RFP specifications if the Vendor is awarded a contract.
3. Technical Review: Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. System Capability in relation to Product Specification
 - b. Maintenance Agreement
 - c. Warranty
 - e. Total Cost in relation to services offered

Selection will be based on determination of which proposal will best meet the needs of the District and the requirements of the RFP.

4. Evaluation Committee: The evaluation team will be selected by the Yuma County Sheriff or his designee.

C. Scoring of Evaluation:

Category	Total Points Per Category
System Capability in relation to Product Specification - As listed in Section II A & B of the RFP	30
Maintenance Agreement - As listed in Section II C. of the RFP	20
Warranty - As listed in Section II F. of the RFP	20
Total Cost submitted in relation to services offered	30

D. Contract Award:

1. The Agreement will be awarded based on a competitive selection of proposals received.
2. The contents of the proposal of the successful Vendor and of this RFP will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.
3. Cost in relation to service is one factor in the evaluation process, but the District is not obligated to accept the proposal with the lowest cost. The ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal.

E. Appeals/Disputes:

1. All Vendors are given the opportunity to appeal funding recommendations. The Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:
 - a. Appeal request must be in writing.
 - b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award.

2. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure of the District to follow the selection procedures and adherence to requirements specified in this RFP or any addenda or amendments hereto.
 - b. There has been a violation of conflict of interest.
 - c. A violation of State or Federal law.
3. Appeals will not be accepted for any other reason than those stated above. All appeals must be sent to: **Sheriff Leon N. Wilmot, Yuma County Sheriff's Office, 141 South Third Avenue, Yuma, Arizona 85364.**
4. Disputes referring to this particular RFP must be addressed to: **Sheriff Leon N. Wilmot, Yuma County Sheriff's Office, 141 South Third Avenue, Yuma, Arizona 85364.**

F. Final Authority: The final authority to award a Contract rests solely with the Board of Supervisors of Yuma County, Arizona, acting as the Yuma County Jail District Board of Directors. Final selection of the Vendor will be based on negotiation of the contract.

1. In the event the District determines that Vendor's performance of its duties or other terms of the Contract are deficient in any matter, the District will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification or District, at its option, may terminate the agreement immediately upon written notice or remedy deficiency and offset the cost thereof from any amounts due Vendor under the Contract or otherwise.
2. Availability of Records: All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by District representatives for a period of three (3) years after final payment under the Contract until all pending District, Yuma County and state audits are completed, whichever is later.

VIII. CONTRACT REVIEW

The District and the successful bidder shall, within thirty (30) days of execution of a Contract, set dates through the scheduled contract termination date for quarterly review meetings between Detention Center staff and Vendor personnel for the evaluation and amendment, if necessary, of the Contract.

The District and the Vendor shall, within thirty (30) days of execution of a Contract, formulate a monthly report form that will establish the basis for the quarterly review sessions.

ADDENDUM "A"

STATE OF ARIZONA)
)ss.
County of Yuma)

NON-COLLUSION AFFIDAVIT

TO: YUMA COUNTY JAIL DISTRICT

The undersigned, in submitting a bid for the Provision of Full Body Security Scanner & Services to the Yuma County Jail District/Yuma County Detention Center, being first sworn, states that (s)he has not, either directly or indirectly, entered into any action in restraint of free competitive bidding in connection with this Contract.

SIGNATURE OF BIDDER

PRINTED/TYPED NAME OF BIDDER

TITLE/POSITION OF BIDDER

BUSINESS NAME

(Business Address)