

A notice to bidders was published in the Reno Gazette Journal and posted on NGEM on October 11, 2021. Bids were accepted through November 1, 2021 at 2:00pm. Two bids were received.

	Total Price
1. Tek84	\$196,500 (Base cost with Thermal Temp. \$159,000)
2. ADANI Systems, Inc.	\$130,000

Although the fixed price proposal from Tek84 is not the lowest, Tek84 was selected as the responsible offeror whose proposal is most advantageous to the City, with price and other factors considered.

- The single entry/exit fits our floorplan best, easiest to install
- The single entry/exit provides better containment of subjects and discarded contraband
- The thermal device is an integrated part of the unit
- The vertical scan process is preferred for imaging
- The scanner is more easily moved if needed
- The scan settings and doses are pre-sets, which simplify the process for staff

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332 and Federal Uniform Guidance, 2 CFR Part 200

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project G070121010 (ARPA Grant)

Grant Fund - Equipment Account / 2750600-507775, General Fund, Sheriff's software maintenance 1012005-500433

Is it currently budgeted? Yes

Explanation of Fiscal Impact: On August 5, 2021, the Board of Supervisors approved allocation of \$200,000 in ARPA funding for a jail full body scanner to contain and mitigate the spread of COVID-19. If approved this purchase would reduce that budget by \$159,000. Budget for all ARPA funding will be augmented during the 1st round of budget augmentations, which will be brought before the board in January 2022.

The additional cost of \$7,500 per year for the parts and labor warranty will be paid through ARPA through December 31, 2024, after which, the ongoing support would be added to the Sheriff's Office Budget. The initial warranty and support is included for the first year beginning on the installation date.

Alternatives

Do not approve the purchase and provide alternative direction to staff.

Attachments:

[21300205 Final RFB Doc.pdf](#)

[Tek84_Intercept_Proposal_RFB#21300205.pdf](#)

Board Action Taken:

Motion: _____ 1) _____

Aye/Nay

2) _____

(Vote Recorded By)

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 887-2286
<http://www.carson.org/bids>
REQUEST FOR BID

ADVERTISED RFB# 21300205 Full Body Scanner for Jail

RELEASE DATE: October 11, 2021

Carson City Purchasing and Contracts, on behalf of the Carson City Sheriff's Office, is accepting bids for the purchase of one (1) new and unused Full Body Scanner and shall be submitted in accordance with the Documents and Requirements as set forth in the formal "Request for Bid." **This purchase will be funded with Federal Funds using American Rescue Plan Act of 2021 (ARPA) funds.**

RFB DOCUMENTS may be downloaded through the link on the Carson City website <http://www.carson.org/Bids>.

ADDENDA: All addenda can be found through the link on Carson City's website. It is each proposer's responsibility to ensure that they have received all addenda prior to submission of their proposal.

BIDS shall be submitted to Carson City Executive Office – Purchasing and Contracts Department, 201 N. Carson Street, Suite 2, Carson City, Nevada 89701, by no later than **2 p.m. on November 1, 2021**. Bids received after the date and time set for receipt will not be accepted.

TABULATION of the **BID RESPONSES** will be posted through the link on Carson City's website.

AWARD RECOMMENDATION will be made by the Carson City Purchasing and Contracts Department. You are encouraged to visit the City's website for that recommendation or email Carol Akers at CAkers@carson.org.

APPEAL BY UNSUCCESSFUL BIDDER must be submitted in writing to Carson City Purchasing and Contracts Administrator within five (5) working days after the City makes a recommendation to award the contract and must be in compliance with Nevada Revised Statute (NRS) 332.

FINAL AWARD will be made by the Carson City Board of Supervisors and is tentatively scheduled for Thursday, November 18, 2021, and their decision is final. The Carson City Board of Supervisors meeting will be held in the Robert "Bob" Crowell Board Room of the Carson City Community Center, 851 E. William Street, Carson City, NV 89701 beginning at 8:30 a.m.

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

SCOPE:

Bids shall be based upon the information provided in this **REQUEST FOR BIDS**.

Carson City Purchasing and Contracts, on behalf of the Sheriff's Office, is accepting bids for the purchase of one (1) new and unused Full Body Scanner to be used at the Jail to detect objects concealed internally or externally on the body and to check temperature.

Currently Officers must perform a physical search of incoming inmates during the booking process. This search is limited to physically searching pockets and pat searching clothing and the outer body of individuals. The physical limitation also increases the risk of Covid exposure through direct contact with intakes. This method can lead to not detecting the presence of contraband concealed within hidden areas of clothing, body cavities, or internally within the body. The method also places all other inmates, citizen visitors, and city employees at risk of Covid exposure and transference. The goals and objectives for procurement of a full body scanner include the following:

- Reduce the potential for injury to staff, civilians, and intakes related to contraband.
- Reduce contraband entering the jail.
- Reduce the need for manual body searches prior to persons entering the general population.
- Detect the presence of contraband concealed on or in persons being booked into the jail.
- Check the body temperature of intakes prior to general inmate housing.
- Reduce the risk of Covid exposure and spread by checking intakes during the pre-booking process.

The Scanner will be placed in the booking area. The space is approximately 6'6" by 4' with a ceiling height of 8'8". The Scanner must be able to be located in the allotted space with little to no remodeling. The jail operates 24 hours per day, 365 days a year. All installation and servicing of the Scanner must occur on days and at times least disruptive to jail security and operations.

1. SPECIFICATION

1. General Requirements:

- 1.1. All equipment supplied under these specifications shall be like new condition, in current production, and shall incorporate all modifications and/or product updates supplied and/or recommended by the equipment manufacturer.
- 1.2. The specified equipment shall comply with all State/Federal laws and regulations pertaining to manufacture, operation, safety, and performance.
- 1.3. All equipment catalogued as standard is to be furnished with the unit whether specifically listed in these specifications.

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2. Technical Specifications – Full Body Scanner

These specifications describe the minimum requirements for a Full Body Scanner. The machine specified will be placed into service at the Carson City Jail Facility.

- 2.1.1. Full Body Scanner must be a stand-alone unit that can be housed in the jail facility.
- 2.1.2 Full Body Scanner must have a thermal temperature reader³
- 2.1.3 Full Body Scanner must have training protocol and standards available.
- 2.1.4 Full Body Scanner must be installed by the manufacturer.
- 2.1.5 The System MUST be able to scan for organic and inorganic contraband including but not limited to metal, plastic, wood, ceramics, liquids, gels, powders, paper, leather, drugs weapons, precious stones, explosives, electronics.
- 2.1.6 System should alert the operator if potential contraband is detected during scan.
- 2.1.7 System should be capable of performing at least one hundred and fifty (150) scans per hour.
- 2.1.8 System MUST scan clothes and shoes without removal.
- 2.1.9 System should scan prosthetics or artificial limbs.
- 2.2.0 System MUST include an operator workstation. If operator workstation is separate from the System, list the minimum and maximum distance available between the System and operator workstation.
- 2.2.1 System should have a weight capacity of at least 350 pounds.
- 2.2.2 System should be constructed of durable rugged materials.
- 2.2.3 System should include adjustable/leveling floor mounts.
- 2.2.4 System should self-calibrate prior to every scan. If not, please describe frequency of calibration.
- 2.2.5 System should include capability to uniquely identify each person being scanned (i.e. booking number, Jail ID#, date of birth, name, etc.)
- 2.2.6 System should allow modification of data input for person being scanned. (i.e. name, date of birth, etc.)
- 2.2.7 System should provide capability to backup images and corresponding data to a remote server.
- 2.2.8 System should provide capability to backup radiation dosage information and corresponding data to a remote server.
- 2.2.9 System should allow user and administrator account management from operator screen.
- 2.3.0 System MUST provide role-based access.
- 2.3.1 System MUST include capability to uniquely identify and store each scan.
- 2.3.2 System should provide capability to search for stored images. Describe.
- 2.3.3 System should provide query and reporting capability. Describe.
- 2.3.4 System MUST include local storage capacity to accommodate radiation dosage information and corresponding data.
- 2.3.5 System MUST provide real-time image display as the scan is conducted.

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- 2.3.6 System MUST provide high resolution head to toe whole body image of the person being scanned in a single pass.
- 2.3.7 System should provide capability to store images with contraband into a separate folder for easy retrieval.

3. Operator Workstation

- 3.1.1. Operator workstation should include a color monitor, a keyboard and mouse, a minimum of 8GB memory, Windows 10 preinstalled and an Ethernet adaptor.
- 3.1.2 Operator workstation should include remote access capability through the network for remote support.
- 3.1.3 Operator should have capability to tag/denote scans if contraband is detected.
- 3.1.4 Operator workstation should provide a secure operator login.
- 3.1.5 Operator workstation should allow for all monitors to be equipped with a privacy shield.

4. Scanned Images

- 4.1.1 Describe how and if each scanned image includes related data such as operator, time and date of the scan, person being scanned and if contraband is detected.
- 4.1.2. Scanned images should not reveal skin surface or anatomical details.
- 4.1.3 Scanned images should reveal contraband concealed externally and internally on the person's body.
- 4.1.4 System should provide manipulation capabilities for scanned images including zoom, automatic contrast enhancement, brightness and contrast.
- 4.1.5 System should provide the capability to export images out of the System for storage on an external medium. Describe export process and list available scan formats (i.e. bmp, jpg, etc.).
- 4.1.6 System should provide capability for simultaneously comparing no less than two (2) stored images of the same person.

5. Radiation Exposure

- 5.1.1 System should only emit radiation during the scanning process.
- 5.1.2 Operator should not be exposed to radiation at any time.
- 5.1.3 System should accurately measure and record the radiation dose of every scan. Describe if dosimeter is used.
- 5.1.4 System should track cumulative radiation dose received by each person scanned.
- 5.1.5 Prior to a scan, the System should alert the operator and require operator acknowledgement if the maximum radiation dose limit has been met for person to be scanned.
- 5.1.6 Describe how scanner accommodates for people with implanted cardiac devices,

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i.e. pacemakers, implantable cardioverter defibrillators (ICDs) and cardiac resynchronization therapy (CRT) devices. Does the scanner interfere with or cause cardiac devices to malfunction? Explain.

These **SPECIFICATIONS** shall be considered as the minimum standard acceptable to Carson City. Any deviations, modifications, and/or alternates proposed to the **SPECIFICATIONS** shall be recorded on the **EXCEPTION SUMMARY**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number corresponding to the item and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in the **SPECIFICATIONS**.

The reference is used to indicate the principal specifications, operating characteristics, or quality of products which have been approved by Carson City as being acceptable for its use. Bids on equivalent products or other manufacturers will be considered provided they meet the principal operating and service quality requirements of the **SPECIFICATIONS** stated herein including qualitative/quantitative preferences. Carson City will be the sole judge on equivalent quality/quantity and specification allowances/tolerances. Bidder may be required to submit current detailed Specifications and related literature, and product listing information on the product(s). This information may be used for evaluation purposes.

Technical specifications and literature illustrating Bidder's proposed product(s) shall be submitted and marked as "**Exhibit A**". Failure to do so may be justification for rejection of the **BID RESPONSE**.

A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) and/or materials being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf shall be submitted and marked as "**Exhibit B**". Failure to do so may be justification for rejection of the **BID RESPONSE**.

6. Base Price:

For purposes of this **REQUEST FOR BID** and bid / contract award, the base price shall be established by Bidder's **BID RESPONSE**. This price, once the **BID RESPONSE** is opened and bid / contract award made, shall not be changed except as provided by the conditions stipulated herein.

7. WARRANTIES AND GUARANTIES:

Bidder agrees that any warranty or guarantee provided Carson City shall not be considered as the exclusive remedy of Carson City for any default in any respect by Bidder, but such warranty or guarantee shall be considered to be in addition to any right or remedy allowed

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by this **REQUEST FOR BID**, law, equity, or statute.

Bidder warrants that all deliverables and work product under this **REQUEST FOR BID** shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the **SPECIFICATIONS**; and shall be fit for ordinary use, of good quality, with no material defects. A copy of Bidder's warranty indicating the terms, conditions, and limitations shall be submitted and marked as "**EXHIBIT C**".

Warranty shall be specific as to whether or not this warranty is of a standard nature, or if it is being modified to meet or satisfy the requirements of this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**.

Bidder guarantees that he will have full legal right of all processes, programs, methods, and techniques employed under the performance of this **REQUEST FOR BID**, and agrees to pay all rents, fees, and royalties of every description on any and all patents or patent rights, or copyrights, covering said processes, programs, methods, or techniques. Bidder guarantees to observe and comply with all federal, state, local, and municipal laws, ordinances, rules, and regulations in any way affecting this **REQUEST FOR BID**. Bidder guarantees to comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, sexual preference, marital status, age, handicap, or national origin. Bidder guarantees to be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees or subcontractors to work in the United States. Bidder guarantees that any and all prices which he may charge under the terms of this **REQUEST FOR BID**, do not and will not, violate any existing federal, state, or municipal laws or regulations concerning price discrimination and/or price fixing. Bidder agrees to indemnify, exonerate, and hold Carson City harmless from liability for any such violation now and throughout the term of the bid / contract award.

8. DELIVERY:

Bidder shall provide delivery **F.O.B. Carson City Jail, 897 E. Musser Street, Carson City, Nevada 89701, C/O Captain Earl A. Mays III.**

9. DEFAULT OF CONTRACT:

Should Bidder fail to deliver the product(s) and/or perform the service(s) bid in accordance with this **REQUEST FOR BID**, Carson City may declare Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law.

In the event of default by Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or

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Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies.

If necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper adjustment in price.

10. FEDERAL FUNDING:

This will be funded with Federal Funds; the Bidder will need to have a DUNS number and be registered on the US Government System for Award Management (www.sam.gov) prior to contract being executed.

Debarment, Suspension and Other Responsibility Matters:

As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Firm must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency.

Submission of a signed proposal in response to this solicitation is certification that Proposer's firm (or any Contractor/Subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that CARSON CITY will be notified of any change in this status.

*** * * END OF SPECIFICATIONS * * ***

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

These **TERMS & CONDITIONS** shall be considered as the minimum standard acceptable to Carson City. Any deviations, modifications, and/or alternates proposed to the **TERMS & CONDITIONS** shall be recorded on the **EXCEPTION SUMMARY**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number corresponding to the item and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in the **TERMS & CONDITIONS**.

1. **NOTICE OF RIGHTS:**

Carson City reserves the right to accept or reject any or all bids or portions thereof, received by reason of this **REQUEST FOR BID**.

Carson City shall not be liable for any costs incurred by Bidders prior to the bid / contract award by the Carson City Board of Supervisors.

Carson City reserves the right to waive any irregularities and/or informalities in the submitted **BID RESPONSE**. Should Carson City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy.

Carson City reserves the right to accept or reject any or all deviations, modifications and/or alternates offered, based solely on the value of said deviations, modifications and/or alternates to Carson City.

Carson City reserves the right to require such surety as may be deemed necessary for the protection of Carson City or to ensure the satisfactory performance of Bidder in accordance with this **REQUEST FOR BID**.

Carson City reserves the right to withhold bid / contract award for a period of sixty (60) calendar days from the date set for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

Carson City reserves the right to issue a Contract or Purchase Order document without further discussion or negotiations with Bidder provided the bid / contract award is made within sixty (60) calendar days from the date set for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

2. **SALES/USE TAX EXEMPT STATUS:**

Pursuant to Nevada Revised Statute 372.325 and related statutes, CARSON CITY CONSOLIDATED MUNICIPALITY has been granted sales/use tax exempt status. Direct purchase of tangible personal property made by CARSON CITY CONSOLIDATED

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MUNICIPALITY is exempt from sales/use tax.

3. JOINDER OR MUTUAL USE OF CONTRACT:

Pursuant to Nevada Revised Statute 332.195 (1), local governments and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. Carson City is not liable for the obligations of the governmental entity which joins or uses this Contract. Carson City shall be held harmless in any and all transactions between the successful bidder and other participating governmental entities.

4. QUESTIONS:

All questions must be directed, in writing via e-mail, to Carol Akers, Purchasing and Contracts Administrator, CAkers@carson.org, by **October 20, 2021 by 2 p.m.**

Questions and answers will be posted as an addendum through the link on Carson City's website <http://www.carson.org/bids>, by **October 25, 2021 by 5 p.m.**

Any communication with other Carson City personnel regarding this **REQUEST FOR BID** may result in the rejection of your firm's **BID RESPONSE**.

5. REQUEST FOR BID ERRORS:

Bidders shall notify Carol Akers, Purchasing and Contracts Administrator, in writing via e-mail, of any perceived conflicts, errors, or discrepancies in this **REQUEST FOR BID** as soon as possible so that corrective addenda may be furnished to all Bidders. Any addenda issued prior to the date and time set for the receipt of **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID** shall be made part of this **REQUEST FOR BID**.

All addenda must be signed, placed in date and time order, submitted, and marked as "**EXHIBIT D**". Failure to do so may be justification for rejection of the **BID RESPONSE**.

All addenda can be found through the link on Carson City's website <http://www.carson.org/bids>. It is each Bidder's responsibility to ensure that they have received all addenda prior to submission of their sealed bid.

6. BID RESPONSE, CONTRACT, AND DISPOSITION:

The contents of the **BID RESPONSE** including all **EXHIBITS** submitted by Bidder and accepted by Carson City shall become part of the contractual obligation and incorporated by reference into any ensuing Contract. All bids shall become the property of Carson City and shall not be returned to Bidder. Any information submitted in the **BID RESPONSE** that

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Bidder desires to be held proprietary shall be labeled as such. Carson City Purchasing and Contracts shall make the final determination regarding which information, if any, shall be held proprietary pursuant to Nevada Revised Statutes 332.025 and 332.061.

7. PREPARATION OF BID RESPONSE:

BID RESPONSE pages 27-32 supplied by Carson City Purchasing and Contracts in accordance with this **REQUEST FOR BID**. All expenses incurred as a result of **BID RESPONSE** preparation shall be the responsibility of Bidder and shall not be chargeable to Carson City.

In the upper right-hand corner of the **BID RESPONSE** including all exhibits, Bidder shall initial and date each page. Failure to do so may be justification for rejection of the **BID RESPONSE**.

Bidder shall respond to the **PRICING SUMMARY** listed on the **BID RESPONSE**. If additional space is required to respond to an item, Bidder shall indicate on company letterhead the item number as well as the additional information to be provided and mark as "**Exhibit E**". Supplemental materials may be provided and shall be marked as "**Exhibit F**". All the blank spaces shall be completed.

Bidders are expected to examine all documents of this **REQUEST FOR BID**. Failure to do so will be at Bidder's risk.

Bidders are urged to proofread their **BID RESPONSE** carefully for any errors. Failure to do so will be at Bidder's risk.

The **BID RESPONSE** shall contain signatures where required. Signatures shall be signed in longhand by an individual duly authorized to commit Bidder. An unsigned **BID RESPONSE** may be disqualified.

Documents to be submitted:

The items shall be placed in the following order. Bids may be disqualified from further consideration if Bidder does not conform to this requirement.

1st - **BID RESPONSE** pages 27-32

2nd - "**Exhibit A**" - Technical Specifications and literature illustrating Bidder's proposed product(s).

3rd - "**Exhibit B**" - A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf.

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4th - "**Exhibit C**" - A copy of Bidder's warranty, indicating the terms, conditions, and limitations of said warranty.

5th - "**Exhibit D**" - All addenda must be signed and placed in date and time order.

6th - "**Exhibit E**" - **BID RESPONSE** additional space on company letterhead, if needed.

7th - "**Exhibit F**"- Supplemental materials, if needed.

8th - "**Exhibit G**" - **EXCEPTION SUMMARY** additional space on company letterhead, if needed.

9th – "**Exhibit H**" - **FEDERAL** Required Forms.

8. **WITHDRAWAL OF BIDS:**

Bids may be withdrawn without penalty any time prior to the date and time set for receipt of **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID**.

9. **BID EVALUATION:**

The evaluation of bids and the determination as to the quality of the product(s) and/or service(s) offered shall be the responsibility of Carson City and will be based on information furnished by Bidder as well as other information obtained. Responses to this **REQUEST FOR BID** will be the primary source of information used in the evaluation process.

In comparing **BID RESPONSES**, comparison will not be confined to price only. The successful Bidder will be one whose product is judged as best serving the interests of Carson City when price, product, quality, and delivery are considered.

Carson City reserves the right to perform an investigation to determine the ability of Bidder to perform in accordance with the provisions of this **REQUEST FOR BID**. Carson City may contact any current users of a Bidder's product(s) and/or service(s); solicit information from any available source concerning any aspect of the bid; and seek and review any other information it deems pertinent to the evaluation process.

Carson City reserves the right to meet with bidders to discuss or clarify their **BID RESPONSES**, to request additional information, and to allow corrections of errors or omissions. All expenses incurred as a result of said meeting shall be the responsibility of Bidder and shall not be chargeable to Carson City.

Deviations, modifications, and/or alternates to this **REQUEST FOR BID** shall be given consideration in the evaluation process, provided each deviation, modification and/or

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alternate shall be recorded on the **EXCEPTION SUMMARY**.

The following categories will be evaluated in the selection process:

- **Quality of the product(s) or service(s)**
- **Delivery Schedule**
- **Price**
- **Method and duration of operation**
- **Thermal temperature reader capability**

10. COLLUSION:

Pursuant to Nevada Revised Statute 332.820 (1), any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidders void.

11. ADVANCE DISCLOSURES:

Pursuant to Nevada Revised Statute 332.820 (2), advance disclosures of proprietary information or any other information to any particular bidder which would give that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

12. REJECTION OF BID:

Pursuant to Nevada Revised Statute 332.075, any or all bids received in response to a request for bids may be rejected by the governing body or its authorized representative if such governing body or its authorized representative determines that any such bidder is not responsive or responsible or that the quality of the services, supplies, materials, equipment or labor offered does not conform to requirements or if the public interest would be served by such a rejection.

13. AWARD OF CONTRACT:

Carson City will award the bid / contract to the lowest responsive and responsible bidder(s), as determined by Carson City pursuant to the provisions of Chapter 332 of the Nevada Revised Statutes.

Pursuant to Nevada Revised Statute 332.066, the governing body or its authorized representative (a) shall give preference to recycled products if: (1) The product meets the applicable standards; (2) The product can be substituted for a comparable nonrecycled

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product; and (3) The product costs no more than a comparable nonrecycled product.

Should identical low, responsive and responsible bids be received from two (2) or more Bidders; the Purchasing and Contracts Administrator, shall notify all parties involved in the tie and may, at her option, exercise one of the following tie breaking methods unless another alternative is apparent and prudent: (1) Tie Bid (two vendors): The Purchasing and Contracts Administrator, with a witness present, may flip a coin with heads representing Bidder whose tie bid was first received by Carson City. If the toss is heads, the recommendation will be to this Bidder; if tails, the recommendation will be made in favor of the second tied Bidder. (2) Tie Bid (two or more vendors): Should there be two or more low, responsive and responsible tie bids where representatives of Bidders wish to participate in the tie breaking process, the Purchasing and Contracts Administrator shall set a mutually agreed upon time where, in her office, she shall shuffle a new deck of playing cards and have each Bidder's representative cut the cards. The tie Bidder who cuts the highest card (with Ace high) shall be recommended for bid / contract award.

A Purchase Order or Contract mailed or otherwise furnished by Carson City Purchasing and Contracts to Bidder is a binding contract without further action by either party.

Pursuant to Nevada Revised Statute 332.095, no contract awarded may be assigned to any other person without the consent of the governing body or its authorized representative. No contract awarded or any portion thereof may be assigned to any person who was declared by the governing body or its authorized representative not to be a responsible person to perform the particular contract.

Bidders will receive written notification of the Bidder(s) who has been recommended to be awarded this **REQUEST FOR BID**.

Pursuant to Nevada Revised Statute 332.065 (3), if after the lowest responsive and responsible bidder has been awarded the contract, during the term of the contract he does not supply goods or services in accordance with the bid specifications, or if he repudiates the contract, the governing body or its authorized representative may reaward the contract to the next lowest responsive and responsible bidder without requiring that new bids be submitted. Reawarding the contract to the next lowest responsive and responsible bidder is not a waiver of any liability of the initial bidder awarded the contract.

14. APPEAL BY UNSUCCESSFUL BIDDER:

Pursuant to Nevada Revised Statute 332.068, a person who submits a bid on a contract that is required to be advertised pursuant to paragraph (a) subsection 1 of Nevada Revised Statute 332.045 may, after the bids are opened and within the period specified by the governing body or its authorized representative, file with the governing body or its authorized representative a notice of protest regarding the awarding of the contract.

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Should an unsuccessful Bidder choose to appeal the recommendation, Bidder shall do so by providing a notice of protest which must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated to the Purchasing and Contracts Administrator, within five (5) working days after the City makes a recommendation to award the contract.

A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of: Twenty-Five percent (25%) of the total value of the bid submitted by the person filing the notice of protest; or Two Hundred Fifty Thousand Dollars (\$250,000.00).

A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.

A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.

A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.

If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

No protest shall be considered unless these procedures have been followed.

15. TIMELINESS OF BILLING SUBMISSION:

The parties agree that timeliness of billing is of the essence to the bid / contract award and recognize that Carson City is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

must be submitted to Carson City no later than the first Friday in August of the same year. Any billing submitted after the first Friday in August will subject Bidder to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to Carson City of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Bidder.

16. PAYMENT:

Carson City agrees to provide payment to Bidder within thirty (30) calendar days from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct, complete, and descriptive invoice in the awarded amount is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date.

Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct, complete, and descriptive invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to Bidder.

17. NOTICE:

All notices or other communications required or permitted to be given under this **REQUEST FOR BID** shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

Notice to Bidder shall be addressed to the contact person listed in **BIDDER INFORMATION**.

Notice to Carson City shall be addressed to:

Carson City-Executive Office
Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street Suite 2
Carson City, NV 89701
775-283-7362 / FAX 887-2286
CAkers@carson.org

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

18. CONTRACT TERMINATION:

18.1 Termination Without Cause:

Any discretionary or vested right of renewal notwithstanding, this **REQUEST FOR BID** may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

18.2 Termination for Nonappropriation:

Nevada Revised Statute 360.800 (1) (a) provides for the termination if the governing body fails to appropriate money for the ensuing fiscal year for payment of the amounts then due. Carson City may terminate this Contract, and Bidder waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

18.3 Cause Termination for Default or Breach:

A default or breach may be declared with or without termination. This bid / contract award may be terminated by either party upon thirty (30) calendar days written notice of default or breach to the other party as follows: (1) If Bidder fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this **REQUEST FOR BID** within the time requirements specified in this **REQUEST FOR BID** or within any granted extension of those time requirements; or (2) If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Bidder to provide the goods or services required by this **REQUEST FOR BID** is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or (3) If Bidder becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or (4) If Carson City materially breaches any material duty under this **REQUEST FOR BID** and any such breach impairs Bidder's ability to perform; or (5) If it is found by Carson City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Bidder, or any agent or representative of Bidder, to any officer or employee of Carson City with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or (6) If it is found by Carson City that Bidder has failed to disclose any material conflict of interest relative to the performance of this **REQUEST FOR BID**.

18.4 Time to Correct:

Termination upon a declared default or breach may be exercised only after service of

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

formal thirty (30) calendar days written notice, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

18.5 Winding Up Affairs Upon Termination:

In the event of termination of this bid / contract award for any reason, the parties agree that the provisions of this paragraph survive termination: (1) the parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this bid / contract award. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; (2) Bidder shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by Carson City; (3) Bidder shall execute any documents and take any actions necessary to effectuate an assignment of this bid / contract award if so requested by Carson City; (4) Bidder shall preserve, protect, and promptly deliver into Carson City's possession all proprietary information in accordance with **Carson City Ownership of Proprietary Information**.

19. REMEDIES:

Except as otherwise provided for by law or this **REQUEST FOR BID**, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. Carson City may set off consideration against any unpaid obligation of Bidder to Carson City.

20. LIMITED LIABILITY:

Carson City will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any Carson City breach shall never exceed the amount of funds appropriated for payment under this **REQUEST FOR BID**, but not yet paid to Bidder, for the fiscal year budget in existence at the time of the breach. Bidder's tort liability shall not be limited.

21. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this **REQUEST FOR BID** if it is prevented from performing any of its obligations hereunder due to strikes, failure of public

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transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the bid / contract award after the intervening cause ceases.

22. INDEMNIFICATION:

To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

Except as otherwise provided below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with: a written request for a legal defense for such pending claim(s) or cause(s) of action; and a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

23. INDEPENDENT CONTRACTOR:

An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work,

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

and not as to the means by which the services are accomplished.

It is mutually agreed that Bidder is associated with Carson City only for the purposes and to the extent specified in this **REQUEST FOR BID**, and in respect to performance of the contracted services pursuant to this **REQUEST FOR BID**. Bidder is and shall be an independent contractor and, subject only to the terms of this **REQUEST FOR BID**, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this **REQUEST FOR BID**.

Nothing contained in this **REQUEST FOR BID** shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for Carson City whatsoever with respect to the indebtedness, liabilities, and obligations of Bidder or any other party.

Bidder shall indemnify and hold Carson City harmless from, and defend Carson City against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, Bidder's obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

Neither Bidder nor its employees, agents, or representatives shall be considered employees, agents, or representatives of Carson City.

24. INSURANCE REQUIREMENTS:

Unless expressly waived in writing by Carson City, Bidder, as an independent contractor and not an employee of Carson City, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. Carson City shall have no liability except as specifically provided in the **REQUEST FOR BID**. Bidder shall not commence work before: (1) Bidder has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) Carson City has approved the insurance policies provided by Bidder.

Prior approval of the insurance policies by Carson City shall be a condition precedent to any payment of consideration under this **REQUEST FOR BID** and Carson City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this **REQUEST FOR BID**. Any failure of the Carson City to timely approve shall not constitute a waiver of the condition.

Insurance Coverage:

Bidder shall, at Bidder's sole expense, procure, maintain and keep in force for the duration of the **REQUEST FOR BID** the following insurance conforming to the minimum

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

requirements specified below. Unless specifically specified herein or otherwise agreed to by Carson City, the required insurance shall be in effect prior to the commencement of work by Bidder and shall continue in force as appropriate until the latter of: (1) Final acceptance by Carson City of the completion of this **REQUEST FOR BID**; or (2) Such time as the insurance is no longer required by Carson City under the terms of this **REQUEST FOR BID**.

Any insurance or self-insurance available to Carson City shall be in excess of and non-contributing with any insurance required from Bidder. Bidder's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by Carson City, Bidder shall provide Carson City with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the **REQUEST FOR BID**, an insurer or surety shall fail to comply with the requirements of this **REQUEST FOR BID**, as soon as Bidder has knowledge of any such failure, Bidder shall immediately notify Carson City and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

Certificate Holder: Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 2, Carson City, NV 89701 as a certificate holder.

Additional Insured: By endorsement to the general liability insurance policy evidenced by Bidder, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from the **REQUEST FOR BID**.

Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

Deductibles and Self-Insured Retentions: Insurance maintained by Bidder shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Carson City. Such approval shall not relieve Bidder **OR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by Carson City.

Policy Cancellation: Except for ten (10) calendar days notice for non-payment of

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown.

Approved Insurer: Each insurance policy shall be: (1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and (2) currently rated by A.M. Best as AA-VII@ or better.

Evidence of Insurance: Prior to commencement of work, Bidder must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 2, Carson City, NV 89701: (1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of Bidder. (2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of Carson City as an additional insured. (3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by Bidder. Neither approval by Carson City nor failure to disapprove the insurance furnished by Bidder shall relieve Bidder of Bidder's full responsibility to provide the insurance required by this **REQUEST FOR BID**. Compliance with the insurance requirements of this **REQUEST FOR BID** shall not limit the liability of Bidder or its sub-contractors, employees or agents to Carson City or others, and shall be in addition to and not in lieu of any other remedy available to Carson City under this **REQUEST FOR BID** or otherwise. Carson City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

COMMERCIAL GENERAL LIABILITY INSURANCE:

Minimum Limits required:

Two Million Dollars (\$2,000,000.00) - General Aggregate

Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate

One Million Dollars (\$1,000,000.00) - Each Occurrence

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

BUSINESS AUTOMOBILE LIABILITY INSURANCE:

Minimum Limit required:

One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Bidder shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

Bidder may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Bidder is a sole proprietor; that Bidder will not use the services of any employees in the performance of this **REQUEST FOR BID**; that Bidder has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that Bidder is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

25. BUSINESS LICENSE:

If required, Bidder shall not commence work before Bidder has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

The Carson City business license shall continue in force until the latter of: (1) final acceptance by Carson City of the completion of this **REQUEST FOR BID**; or (2) such time as the Carson City business license is no longer required by Carson City under the terms of this **REQUEST FOR BID**.

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

26. COMPLIANCE WITH LEGAL OBLIGATIONS:

Bidder shall procure and maintain for the duration of this **REQUEST FOR BID** any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Bidder to provide the goods or services of this **REQUEST FOR BID**. Bidder will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Bidder in accordance with Nevada Revised Statutes 361.157 and 361.159. Bidder agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this **REQUEST FOR BID**. Carson City may set-off against consideration due any delinquent government obligation.

27. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of the **REQUEST FOR BID** or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

28. SEVERABILITY:

If any provision contained in this **REQUEST FOR BID** is held to be unenforceable by a court of law or equity, this **REQUEST FOR BID** shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this **REQUEST FOR BID** unenforceable.

29. ASSIGNMENT/DELEGATION:

To the extent that any assignment of any right under this **REQUEST FOR BID** changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this **REQUEST FOR BID**, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment Carson City, such offending portion of the assignment shall be void, and shall be a breach of this **REQUEST FOR BID**. Bidder shall neither assign, transfer nor delegate any rights, obligations or duties under this **REQUEST FOR BID** without the prior written approval of Carson City.

30. CARSON CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under the bid / contract award), or any other documents or drawings, prepared or in the course of preparation by Bidder (or its subcontractors) in performance of its obligations under this **REQUEST FOR BID** shall be

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

the exclusive property of Carson City and all such materials shall be delivered into Carson City possession by Bidder upon completion, termination, or cancellation of this **REQUEST FOR BID**.

Bidder shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Bidder's obligations under this **REQUEST FOR BID** without the prior written consent of Carson City. Notwithstanding the foregoing, Carson City shall have no proprietary interest in any materials licensed for use by Carson City that are subject to patent, trademark or copyright protection.

Carson City shall be permitted to retain copies, including reproducible copies, of Bidder's drawings, specifications, and other documents for information and reference in connection with this **REQUEST FOR BID**.

Bidder's drawings, specifications and other documents shall not be used by Carson City or others without expressed permission of Bidder.

31. PUBLIC RECORDS:

Pursuant to Nevada Revised Statute 239.010, information or documents received from Bidder may be open to public inspection and copying. Carson City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Bidder may clearly label individual documents as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that Bidder thereby agrees to indemnify and defend Carson City for honoring such a designation. The failure to so label any document that is released by Carson City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

32. CONFIDENTIALITY:

Bidder shall keep confidential all information, in whatever form, produced, prepared, observed or received by Bidder to the extent that such information is confidential by law or otherwise required by this **REQUEST FOR BID**.

33. LOBBYING:

The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this **REQUEST FOR BID** will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following: (1) Any federal, state, county or local agency, legislature, commission, counsel or board; (2) Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or (3) Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

34. GENERAL WARRANTY:

Bidder warrants that all services, deliverables, and/or work product under this **REQUEST FOR BID** shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

35. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this **REQUEST FOR BID** on behalf of each party has full power and authority to enter into this Contract. Bidder acknowledges that this bid / contract award is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in the **REQUEST FOR BID**. Any services performed by Bidder before this bid / contract award is effective or after it ceases to be effective are performed at the sole risk of Bidder.

36. ARBITRATION:

Any controversy of claims arising out of or relating to this Contract, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

37. GOVERNING LAW; JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. Bidder consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

38. ENTIRE CONTRACT AND MODIFICATION:

Once the Carson City Board of Supervisors has awarded this **REQUEST FOR BID** (which includes the **NOTICE TO BIDDERS, SPECIFICATIONS, TERMS AND CONDITIONS, BID RESPONSE,** and all **EXHIBITS**), their award and this **REQUEST FOR BID** constitutes the entire Contract between Carson City and Bidder and is intended as a complete and exclusive statement of the promises, representations, negotiations, and discussions that may have been made.

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract.

Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.

*** * * END OF TERMS & CONDITIONS * * ***

CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date _____

1. BIDDER INFORMATION:

Company Name: _____

Federal ID No. & DUNS No.: _____

Mailing Address: _____

City, State, Zip Code: _____

Complete Telephone Number: _____

Complete Fax Number: _____

Contact Person/Title: _____

Mailing Address: _____

City, State, Zip Code: _____

Complete Telephone Number: _____

Complete Fax Number: _____

E-mail Address: _____

2. DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Owner 2) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Other 1) Title: _____
Name: _____

Other 2) Title: _____
Name: _____

CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date _____

Corporation:

State in which Company is incorporated: _____

Date Incorporated: _____

Name of Corporation: _____

Address: _____

City, State, Zip Code: _____

Complete Telephone Number: _____

President's Name: _____

Vice-President's Name: _____

Other 1) Name: _____

Title: _____

Other 2) Name: _____

Title: _____

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date _____

3. If Bidder responds **NO** to any of the following questions, Bidder must use the **EXCEPTION SUMMARY** document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item number corresponding to the item, and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

Bidder has read the **SPECIFICATIONS** and certifies that the product(s) and/or service(s) proposed meets or exceeds the requirements of this **REQUEST FOR BID**.

Yes No

Bidder has provided "**Exhibit A**" - Technical Specifications and literature illustrating Bidder's proposed product(s).

Yes No

Bidder has provided "**Exhibit B**" - A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf.

Yes No

Bidder has provided "**Exhibit C**" - A copy of Bidder's warranty, indicating the terms, conditions, and limitations of said warranty.

Yes No

Bidder agrees that all prices shall be **F.O.B. Carson City**. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed.

Yes No

Bidder has read and agrees to abide by the **TERMS AND CONDITIONS** of this **REQUEST FOR BID**.

Yes No

Bidder has provided "**Exhibit D**" - All addenda must be signed and placed in date and time order.

Yes No

Bidder has read and agrees to abide by the **INSURANCE REQUIREMENTS** for Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation and Employer's Liability Insurance for this **REQUEST FOR BID**.

Yes No

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date _____

4. PRICING SUMMARY

Price must be valid for sixty (60) calendar days after the opening.

Total Price \$ _____

Estimated Delivery Schedule _____

"Exhibit H"

Federal Required Forms

Required Documents to be Completed

✓	Document	Due	Reference
	23 Section 112(c)		
	General	with submission	H-7
	1352 Title 31		
	General	with submission	H-8
	Disclosure of Lobbying		
	General	with submission	H9-H10
	Conflict of Interest		
	General	with submission	H-11

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148).

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act

provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as

parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

POSTINGS AND NOTICES

Notices and posters are to be placed in:

- *areas readily accessible to the public and employees (per 23 CFR 230.121);*
- *on the site of the public work in a place generally visible to the workmen (per NRS 338.020);*
- *shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers...on bulletin boards accessible to all employees at each location where construction work is performed (41 CFR 60-4.3);* and
- according to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

Required Postings:

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: <https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here: http://labor.nv.gov/Employer/Employer_Posters/
5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The prime contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).

Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).
being duly sworn do depose and say: That _____
(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the [Agency Name] will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public, Judge or other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Conflict of Interest Disclosure Form

Date:

Project:

Title:

Name:

Position:

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature:

Date:

Proposal for Carson City Sheriff's Office Full-Body Scanner

ADVERTISED RFB# 21300205
Full Body Scanner for Jail



Brian Amos
Western Regional Sales Manager – Public Safety Advisor

brian.amos@tek84.com

October 28, 2021

October 28th, 2021

Carol Akers
Carson City Purchasing and Contracts
201 North Caron Street, Suite 2
Carson City, NV 89701
775-283-7362

Reference: RFB# 21300205

Ms. Akers,

As a former corrections administrator, I understand Carson City's initiative to strengthen the safety and security of staff, inmates, and visitors at the Carson City Jail by adding a full-body scanner with a temperature sensor into its daily operations. We look forward to sharing why the Intercept™ is the full-body scanner of choice to meet Carson City's goals and objectives for procurement.

Tek84 recognizes the risk of infection associated with physical searches and direct staff to inmate contact. In addition, absent a full-body scanner, the jail facility is at increased risk of inmates introducing contraband into the facility. When outfitted with the FDA-approved thermal temperature sensor, Intercept™ will ensure the Carson City Jail accomplishes the following goals and objectives outlined in the bid request.

- Reduce the potential for injury to staff, civilians, and intakes related to contraband.
- Reduce contraband entering the jail.
- Reduce the need for manual body searches prior to persons entering the general population.
- Detect the presence of contraband concealed on or in persons being booked into the jail.
- Check the body temperature of intakes prior to general inmate housing.
- Reduce the risk of Covid exposure and spread by checking intakes during the pre-booking process.

The Tek84 team is uniquely qualified to meet the needs of the Carson City Jail, as you will find when reading the staff qualifications of this proposal.

Enclosed you will find our company profile, background, formal quotation, delivery schedule, and our response to meet all your specifications and requirements.

Over 400 units installed in less than three years of production indicate the trust jails and prisons across the nation have in the quality of the Intercept™ full-body scanner, Tek84, and its employees. Let me know if I can put you in touch with another customer for a reference. Thank you for your consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read "Brian Amos".

Brian Amos
Western Regional Sales Manager – Public Safety Advisor
Tek84 – Cell (916) 606-0733

Executive Summary for Carson City Sheriff's Office Full-Body Scanner Bid

Understandably, the safety and security of staff, visitors, and inmates at the Carson City Jail is of paramount concern for the procurement team and executive leadership. Tek84 is the best partner, and the Intercept™, the best full-body scanner solution, to address these concerns. The Intercept's™ compact form factor will allow it to fit in the booking area allotted space without the need for remodeling. The team at Tek84 thoroughly understands the goals and objectives in the bid request.

Quality of Products and Services

We pride ourselves on first-class customer service. Tek84 employees assemble the Intercept™, complete installation, and train the operators. The Intercept™ is the only full-body scanner incorporating a high-quality, FDA-approved thermal sensor into its scanning process. Our hardware and software are manufactured in the United States at our assembly plant in Poway, California, just outside San Diego. Our best indicators of quality products and services are the favorable reviews and repeat purchases by current customers. We encourage you to reach out.

Delivery Schedule

We have the Intercept™ in stock at our manufacturing facility. We can meet a demanding delivery schedule if required.

Price

The Intercept™, configured with the FDA-approved thermal sensor, is competitively priced with delivery, installation, and training by Tek84 trainers experienced in radiology included in the pricing.

Method and Duration of Operation

Tek84 CEO Steven Smith has been developing full-body scanner technology since the mid-1990s. The Carson City Sheriff's Office has the unique opportunity to purchase the latest generation full-body scanner with the Intercept's™ patented vertical scanning technology. The result is an overall compact footprint and superior image quality. The Intercept™ is battle-tested and proven reliable, with over 400 installations across the United States since 2019.

Thermal Temperature Reader Capability

Intercept™ is the only full-body scanner on the market with an integrated thermal sensor. The camera is manufactured by a leader in the thermal sensing industry with unmatched radiometric accuracy and was one of two cameras tested by the FDA. The FDA study showed that our thermal temperature sensor exceeded the ISO 13154 standard for skin temperature screening.

We look forward to becoming a trusted partner and helping you achieve your goals and objectives.

Respectfully,

A handwritten signature in blue ink, appearing to read "Brian Amos".

Brian Amos

Western Regional Sales Manager – Public Safety Advisor

Tek84 – Cell (916) 606-0733 Respectfully,

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date

BA 10/20/11 50

1. BIDDER INFORMATION:

Company Name: **Tek84 Inc.**

Federal ID No. & DUNS No.: **EIN #27-0910092 & DUNS #832820232**

Mailing Address: **13495 Gregg Street**

City, State, Zip Code: **Poway, CA. 92064**

Complete Telephone Number: **(858) 676-5382**

Contact Person/Title: **Brian Amos – Western Regional Sales Manager/Public Safety Advisor at Tek84**

Mailing Address: **13495 Gregg Street**

City, State, Zip Code: **Poway, CA. 92064**

Complete Telephone Number: **(916) 606-0733**

E-mail Address: **brian.amos@tek84.com**

2. DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Steve Smith, CEO/CTO, Tek84
13495 Gregg St
Poway, CA 92064
1-858-722-3744

Owner 2) Rick Wagner, VP of Operations, Tek84
13495 Gregg St
Poway, CA 92064
1-858-722-9656

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date

BS 10-28-21 51

Corporation:

State in which Company is incorporated: **Delaware**

Date Incorporated: **2019**

Name of Corporation: **Tek84 Inc.**

Address: **13495 Gregg Street**

City, State, Zip Code: **Poway, CA. 92064**

Complete Telephone Number: **(858) 676-5382**

Chief Executive Officer's Name: **Steven W. Smith**

President's Name: **Kevin Russeth**

Vice-President of Operation's Name: **Rick Wagner**

Vice-President of Domestic Sale's Name: **Kent Smart**

3. If Bidder responds **NO** to any of the following questions, Bidder must use the **EXCEPTION SUMMARY** document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item number corresponding to the item, and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

Bidder has read the **SPECIFICATIONS** and certifies that the product(s) and/or service(s) proposed meets or exceeds the requirements of this **REQUEST FOR BID**.

Yes *BS*

Bidder has provided "**Exhibit A**" - Technical Specifications and literature illustrating Bidder's proposed product(s).

Yes *BS*

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date

BA 10-23-21 52

Bidder has provided "**Exhibit B**" - A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf.

Yes BA

Bidder has provided "**Exhibit C**" - A copy of Bidder's warranty, indicating the terms, conditions, and limitations of said warranty.

Yes BA

Bidder agrees that all prices shall be **F.O.B. Carson City**. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed.

Yes BA

Bidder has read and agrees to abide by the **TERMS AND CONDITIONS** of this **REQUEST FOR BID**.

Yes BA

Bidder has provided "**Exhibit D**" - All addenda must be signed and placed in date and time order.

Yes BA

Bidder has read and agrees to abide by the **INSURANCE REQUIREMENTS** for Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation and Employer's Liability Insurance for this **REQUEST FOR BID**.

Yes BA

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date

BA 10-28-21 53

4. PRICING SUMMARY

Price must be valid for sixty (60) calendar days after the opening.

Tek84 Full Body Scanner	\$139,000	
Six Years Full Warranty	\$37,500	(Reference of six years includes the initial one year
Thermal Temperature Sensor	\$20,000	warranty and additional five years at \$7,500 per year.

Total Price \$ 196,500

(See Attached Quote for Price Breakdown & Options)

Estimated Delivery Schedule: Tek84 has sufficient stock ready to ship. A typical delivery, installation, and training timeline are outlined below.

A Timeline of events is as shown below in business days.

- Day 0 Receipt of Purchase Order
- Day 1-2 Unit is crated up and prepared for shipping.
- Day 1-3 Regional Sales Manager visits Carson City Jail - Reviews project with staff using footprint template to take photos of the desired location of the unit. Reviews temporary storage area for crates and pathway to end site for potential obstacles. Creates Project Scope to provide to Service Manager. Assures that policies and procedures are in place or in progress. Radiation Safety Officer assigned.
- Day 4 Applications Trainer reviews/creates training plan with Carson City Jail POC
- Day 3-8 shipment of Intercept to end location at Carson City Jail.
- Day 9 Installation of the unit by Service Technician. Radiation Safety Survey. System Operational.
- Day 10 Trainer travels to Carson City.
- Day 11-13 Training (Typically Tuesday thru Thursday)
- Day 14 Go Live.
- Day 21 or After – A phone customer survey is conducted by a Tek84 employee not on the project team to ensure that Tek84 has handled everything to your satisfaction and to note any follow up or other activities that may still need to occur.

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date BA 10-28-21 54

ACKNOWLEDGMENT AND EXECUTION:

STATE OF CALIFORNIA

) SS

COUNTY OF PLACER

I, Brian Amos (Name of party signing this **BID RESPONSE**), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this **REQUEST FOR BID** which includes the following documents: **NOTICE TO BIDDERS, SPECIFICATIONS, TERMS AND CONDITIONS** and **BID RESPONSE**.

BIDDER:

PRINTED NAME OF BIDDER: Brian Amos

TITLE: Western Regional Sales Manager – Public Safety Advisor

FIRM: Tek 84 Inc.

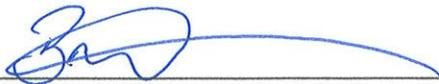
Address: 13495 Gregg Street

City: Poway

State / Zip Code: CA. 92064

Telephone Number: (916) 606-0733

E-mail address: brian.amos@tek84.com



(Signature of Bidder)

DATED 10/27/21 _____

Signed and sworn (or affirmed) before me on this _____ day of _____, 2021,

by _____.

(Signature of Notary)

(Notary Stamp)

**SEE ATTACHED FOR
NOTARY FORM**

FA
10-28-21

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

Subscribed and sworn to (or affirmed) before me on this 27
day of October, 2021, by Brian Amos

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature [Handwritten Signature]

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date

BP 10-28-21

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6. EXCEPTION SUMMARY INSTRUCTIONS:

Use this document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number corresponding to the item and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

If additional space is required, use company letterhead and mark as "**Exhibit G**".

If there are no deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**, write "None".

NONE

"Exhibit A"

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date

PK 10-28-21

"Exhibit A" Tek84 Technical Specifications Response

Qualifications and Experience

Carson City has an unprecedented opportunity to move with Tek84 and implement the next generation of Full-Body Scanning for Contraband Detection with the Intercept™ System. The existing technology in use until now was patented in 2006 and has largely gone unchanged since then. Excellent for its day, but its day has passed. As a comparison, in 2006, the only "Smart" phone was the Blackberry 8700, and it did not have a camera. "Flip" phones were the norm. The Apple iPhone was still a year away. Would you prefer a phone that uses the best of today's technology as a resource for your needs, or would you rather have one of these old phones? This same type of comparison is true for the Tek84 Intercept™ as it relates to all the other outdated Full-Body Scanning technology.

Tek84 roots and predecessor organizations trace back to 1991 and were all chartered by Dr. Steven Smith. He is the inventor of the Secure 1000 Gamma Ray Back Scatter Scanning System, which the TSA widely used at airport passenger checkpoints for several years after 9/11. It was an excellent tool for discovering hidden objects that may be underclothing at or near the skin's surface. Dr. Smith is also a committee member that developed the current ANSI STD 43.17-2009 Radiation Safety for Personnel Security Screening. This is the standard that is used for all Security Full-Body Scanning in the United States.

In 2018, Tek84 recognized that the existing scanning technology was a "force fit" into the corrections world and established a Core Development Team to come up with a new type of scanner that would be able to utilize the best features of transmission imaging and also include the "voice of the customer" to assure that necessary correctional screening procedures could be followed without massive upheaval to jail and prison operations.

The result is the patented Tek84 Intercept™.

The first and most noticeable feature of the Intercept™ is its size. Or, more specifically, lack thereof. The footprint is 34" x 72". It has casters built into the unit with stabilizer feet that drop down for positioning and security. It is transportable. With the 10" "cap" off, it moves through a 34.25" Wide x 80" High door. It is 90" tall (7'6") fully assembled. It weighs 720 lbs. Installation takes less than two hours per unit, not a few days. Tek84 also quickly developed and incorporated an optional FDA-approved embedded thermal scanner when our customers asked for it. No other Full-Body Scanner has any of these features, much less all of them. Please compare and check others against these important facts.

The second unique feature is that the scanned subject is not transported on a conveyor or moving platform. There are no visual moving parts at all. The subject merely stands still on the marked footprint location. This dramatically simplifies the process as officers no longer have to worry about ensuring the subject is cooperative with taking a "ride" on a full-body scanner—a vast improvement to the entire booking process.

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The **third** feature which sets the Intercept™ apart from its competition is that it is the only one with a portable viewing station with a 27" touch screen monitor with its pixel size mated to the number of detector diodes that do the imaging. Remember, a monitor is only as good as the capability of equipment it is viewing. Think of a picture taken via the old chemical process and then scanned by a 5K scanner. It sounds like an extraordinary claim, but the resulting image will be the same. Controls are intuitive and straightforward. It is connected to the base unit via one Cat5 cable. It can be relocated very simply as needed to accommodate your needs and various layout conditions. It can even be removed from its pedestal and mounted on a countertop if desired. Image files are simple to download and utilize for training, investigation, or prosecutorial purposes.

The **fourth** unique and new feature is that the Intercept™ scans with no distortion or magnification. The generator and detector are always equidistant from the subject and travel from below the foot to above the head, known as Vertical Scanning. All other systems use a "fixed" generator beam or one that merely moves left to right from a fixed vertical height. That process causes objects inside or on the body to "appear" in locations nowhere near their actual location. This is especially true as the beam gets to the lower and upper body. Our goal at Tek84 is to help you find the hidden contraband in the simplest way possible. Trying to interpret a distorted image is not the simplest way possible. Additionally, overall throughput is improved when the image is easier for an operator to review.

The **fifth** differentiator of the Tek84 Intercept™ is that it is the safest system sold today. The ANSI Std N43.17-2009 states..." When using transmission systems, to minimize the effective dose received, persons undergoing screening should be positioned facing away from the source of radiation." The Intercept™ is the only scanner that images Posterior to Anterior as the standard process. All other manufacturers have ignored this safety requirement unless the governing agency forces them to adhere to the standard and scan with the subject facing away from the radiation source. Due to the fixed beam configuration of other systems, scanning in the reverse position creates an even worse distortion of the scanned image. This is hugely important since the body and skull protect the most susceptible areas (eyes, breast, gonads, thyroid- located on anterior of the body) from the ionizing radiation.

To further add to the safety of the process, Tek 84 has "Dual Virtual Wall Technology" to assure that the subject is standing in the correct position closest to the detector and away from the generator when being scanned. This system notifies the operator if the subject is out of position. No other manufacturer offers this feature.

The Intercept™ design offers an "exclusion" zone (the area where operators/bystanders should not be standing while the x-ray is on) equal to the unit's footprint. This creates a safer environment for all and much more effective utilization of your floor space. The Intercept™ design also prevents the subject from escaping the system in any direction other than the exact method they entered. One way in, one way out. It is typically placed against a wall or corner, so there is no encumbrance to a field of view.

And the final differentiator at Tek84 is the people that work with us and our commitment to excellence. Our CEO, Dr. Steven Smith, was a police officer for five years before starting his journey to help fellow officers make their jobs safer by using this equipment. The core development team has nearly 100 years of combined experience working in the security field. Our training manager worked in medical radiology for several years before moving over to security full-body scanner training. Tek 84 is not a company that

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manufactures various x-ray systems and makes Body Scanners. We make only different types of Body Scanners. It is our focus and core competency.

To summarize, we believe the Tek84 Intercept™ has made a huge step forward in the advancement of Security Full Body Scanning Technology as a law enforcement and correctional "tool" and that it will be the correct choice for Carson City to include this "tool" in its arsenal moving forward. Tek84 will train you with people certified in medical radiology. This training will take place over three days on your shifts and in small group sessions. Tek84 will also walk SLO through the registration process with the State of California.

Over Three Hundred and Forty customers in North America in a little over two years of production would indicate that the Intercept™ is has become the Whole Body Scanner of choice for Correctional Facilities across the United States. Tek84 has replaced RadPro type Systems in five counties in California alone (Fresno, Placer, Orange, Imperial, and Ventura, as well as FBOP Atwater, Victorville, and Los Angeles)

The Tek84 Intercept™ is designated as MADE IN AMERICA. No other manufacture can make this claim. Tek84 invites you to our California factory to see our 70 team members and the units being manufactured and to talk to our software engineers. Be sure to review other's capability at doing this as you do your due diligence.

Description of Firm:

Tek84 Inc. is a "C" Type corporate entity formed in 2019 in the State of Delaware, Headquartered at 13495 Gregg St., Poway, CA 92064.

Predecessor Tek84 Engineering Group LLC was formed in 2009 and has manufactured and designed Body Scanning Equipment since then.

Tek84 Federal EIN Number is 27-0910092

Tek84 nor its predecessors have been disbarred, declared ineligible, or voluntarily excluded from doing business with another government entity.

STAFF QUALIFICATIONS

Steven W. Smith, Ph.D.
Chief Executive Officer

Steve Smith has a long track record of developing innovative imaging products for the medical, industrial, and security markets. In 1998 he founded Spectrum San Diego, Inc., later becoming Tek84 Engineering Group. Dr. Smith has executed more than \$10M of research contracts from the National Institutes of Health, National Science Foundation, Department of Defense, Transportation Security Administration, Technical Support Working Group, Department of Homeland Security, and the Israel Security Agency.

Smith is often called the "father of the airport body scanner," referring to his pioneering work in the early 1990s. For 30 years, he has continued in this field, inventing and commercializing products such as the SECURE 1000™ body scanner, widely deployed in airports and forward military areas; SentryScope™, a revolutionary ultra-high-resolution security camera; CastScope™, deployed in airports to detect threats concealed under casts and artificial limbs; CarScan™, a drive-through vehicle scanner, divested to SAIC in

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2009; and the Safeguard™ line of body scanners: Defender™, Traveler™, Intercept™, and ExpertATD™. Dr. Smith holds 9 Patents and often serves as an expert witness in patent infringement cases.

Dr. Smith is the author of the bestselling textbook *The Scientist and Engineer's Guide to Digital Signal Processing*, a field that uses computers to analyze and manipulate images, sounds, and similar data streams. Smith's book has been the top seller in this category on Amazon.com for 20 years.

Smith received his Master of Science in Physics in 1983 and Ph.D. in Electrical Engineering in 1987 from the University of Utah. Before graduate school, Smith was a full-time police officer for five years, giving him unique insight into the problems of contraband, weapon, and explosive detection.

Kevin Russeth ***President***

Kevin Russeth has been a senior security technology industry executive for over 15 years and is a former Director and early investor in Spectrum San Diego (the pre-cursor to Tek84). During his tenure at Spectrum San Diego, he was CEO and Executive Chairman of QRSciences, a public listed security technology company that trades on the Australian Stock Exchange (ASX) based in Perth, Western Australia, and San Diego. Russeth is a founder of Rancho Santa Fe Partners, a strategic advisory firm that supports emerging growth companies through investments and advisory services and provides capital raising, business formation, and strategic planning advisory services. Before his career in the security industry, Russeth spent 15 years with Lehman Brothers, Salomon Smith Barney, and Merrill Lynch in various buy and sell-side roles. He began his career as a Systems Engineer with Electronic Data Systems (EDS). He holds a Bachelor's degree in Business Administration from Gustavus Adolphus College and was accepted into the Carroll School of Management MBA program at Boston College in 1984.

Rick Wagner ***Vice President of Operations***

Rick Wagner has been with Tek84 Engineering Group since 2010. Before Tek84, Wagner was with Spectrum San Diego (the pre-cursor to Tek84) for seven years. Wagner has over 25 years of experience in manufacturing operations and service. His background includes manufacturing, installing, and supporting automated X-Ray and Gamma Ray inspection systems, precision metrology, waveform test equipment, network test equipment and large array audio, personnel screening equipment, and high-end video cameras and video switches.

Wagner received technical electronics training in the United States Navy and earned a Bachelor of Science in Business Administration and Management from the University of Phoenix.

Kent Smart ***Vice President Domestic Sales***

Kent Smart joined Tek84 in 2018 and has a long history with the promotion, sales, and service support of all types of security surveillance equipment dating back to 2002. As the President of Smart Security Solutions (Distribution, Sales and Service Company), Kent worked with Steve Smith early on to promote the Secure 1000 Backscatter System into the prisons and jails. He has been involved with the development and commercialization of every type of full-body scanning equipment, beginning with Backscatter, Millimeter-Wave Imaging with SafeView, Fixed Beam Transmission X-ray Imaging, and now the next generation Tek84 Intercept™.

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Before his career in the security industry, Kent was General Manager of an \$80MM DVD/CD Media Manufacturing Facility in Silicon Valley. He spent fifteen years in the Automotive OEM Industry in various Engineering, Sales, Product Management, and Plant Management roles. He earned a Bachelor of Science Degree in Industrial Engineering from Purdue University, West Lafayette, Indiana, in 1982.

Brian Amos

Western Regional Sales Manager-Public Safety Advisor

Brian Amos joined Tek84 in August 2021 after a 26-year career with the Sacramento County Sheriff's Office. Brian held assignments in patrol, investigations, courts, and corrections as a deputy, supervisor, and manager. Brian developed an expertise in narcotics as a certified patrol/narcotic K9 handler and drug recognition expert while also testifying in the Superior Court of California as an expert witness in cases involving subjects under the influence of narcotics, possession of narcotics for personal use, and possession of narcotics for sales. As the Assistant Commander of a large correctional facility with 1700 inmates and over 350 employees, Brian was responsible for day-to-day operations that included the development of contraband mitigation plans. In this role, Brian was the project manager responsible for introducing four networked Intercept full-body scanners to both sheriff correctional facilities. He led the purchasing, policy development, training, and implementation. Brian has a Master's Degree in Law Enforcement and Public Safety Leadership from the University of San Diego.

Susan Koontz

Regulatory Compliance and Training Manager

Sue Koontz joined Tek84 in 2019. Before Tek84, Sue was the Security Applications Specialist and Training Coordinator for Virtual Imaging/Canon USA for eight years. This role included creating the SecurPASS Whole Body Scanner operator training program and the selection and training of in-house and contracted applications trainers. Sue also assisted end customers with their Local, State, and Federal regulatory and licensure requirements. Sue also spent ten years working for Genentech and 15 years at Malinckrodt as a Medical Representative and a Manager of Radiology Training. Sue holds a degree in Applied Science, Radiologic Technology from Ferris State University, Grand Rapids, Michigan.

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CARSON CITY SCOPE:

Bids shall be based upon the information provided in this REQUEST FOR BIDS.

Carson City Purchasing and Contracts, on behalf of the Sheriff's Office, is accepting bids for the purchase of one (1) new and unused Full Body Scanner to be used at the Jail to detect objects concealed internally or externally on the body and to check temperature.

Currently Officers must perform a physical search of incoming inmates during the booking process. This search is limited to physically searching pockets and pat searching clothing and the outer body of individuals. The physical limitation also increases the risk of Covid exposure through direct contact with intakes. This method can lead to not detecting the presence of contraband concealed within hidden areas of clothing, body cavities, or internally within the body. The method also places all other inmates, citizen visitors, and city employees at risk of Covid exposure and transference. The goals and objectives for procurement of a full body scanner include the following:

- Reduce the potential for injury to staff, civilians, and intakes related to contraband.
- Reduce contraband entering the jail.
- Reduce the need for manual body searches prior to persons entering the general population.
- Detect the presence of contraband concealed on or in persons being booked into the jail.
- Check the body temperature of intakes prior to general inmate housing.
- Reduce the risk of Covid exposure and spread by checking intakes during the pre-booking process.

Goals and Objectives Understood

The Scanner will be placed in the booking area. The space is approximately 6'6" by 4' with a ceiling height of 8'8". The Scanner must be able to be located in the allotted space with little to no remodeling. The jail operates 24 hours per day, 365 days a year. All installation and servicing of the Scanner must occur on days and at times least disruptive to jail security and operations.

Space Requirements Understood, No Remodeling Required, Will Comply with Installation and Servicing Requirements

1. General Requirements:

1.1. All equipment supplied under these specifications shall be like new condition, in current production, and shall incorporate all modifications and/or product updates supplied and/or recommended by the equipment manufacturer.

Agreed and Will Comply

1.2. The specified equipment shall comply with all State/Federal laws and regulations pertaining to manufacture, operation, safety, and performance.

Agreed and Will Comply

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1.3. All equipment catalogued as standard is to be furnished with the unit whether specifically listed in these specifications.

Agreed and Will Comply

2. Technical Specifications – Full Body Scanner

These specifications describe the minimum requirements for a Full Body Scanner. The machine specified will be placed into service at the Carson City Jail Facility.

2.1.1. Full Body Scanner must be a stand-alone unit that can be housed in the jail facility.

Agreed and Will Comply

2.1.2 Full Body Scanner must have a thermal temperature reader.

Agreed and Will Comply. The Intercept will include a thermal temperature sensor regulated by the FDA that exceeds the ISO 13154 Standard for skin temperature screening.

2.1.3 Full Body Scanner must have training protocol and standards available.

Agreed and Will Comply

2.1.4 Full Body Scanner must be installed by the manufacturer.

Agreed and Will Comply. The Intercept is installed by employees of Tek84.

2.1.5 The System MUST be able to scan for organic and inorganic contraband including but not limited to metal, plastic, wood, ceramics, liquids, gels, powders, paper, leather, drugs weapons, precious stones, explosives, electronics.

Agreed and Will Comply

2.1.6 System should alert the operator if potential contraband is detected during scan.

Agreed and Will Comply. Tek84 does this through our training developed and instructed by personnel trained in the radiological field. This training will create, in the operator, a more reliable screening platform and recognition tool than any current software package can accomplish with through body transmission x-ray imaging. "Flagging" images with potential problem areas can be troublesome and create a "lazy" operator that only checks for "flagged" areas and does not check the image thoroughly. Additionally, any imaging technique that attempts to flag items based on a calculated atomic number is doing so through a "sandwich" of materials (clothing, bone, other objects) and taking an atomic number of that "sandwich" may not return an accurate result (false positive). A false positive could lead to unnecessary suspicion, internal medical response, or unnecessary out of custody transportation to a medical facility. There is nothing more precise than the well trained eye of a diligent operator.

2.1.7 System should be capable of performing at least one hundred and fifty (150) scans per hour.

Agreed and Will Comply. The Intercept is capable of 180 scans per hour.

2.1.8 System MUST scan clothes and shoes without removal.

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Agreed and Will Comply

2.1.9 System should scan prosthetics or artificial limbs.

Agreed and Will Comply

2.2.0 System MUST include an operator workstation. If operator workstation is separate from the System, list the minimum and maximum distance available between the System and operator workstation.

Agreed and Will Comply. The Operator Workstation is separate from the body scanner and can typically be placed from four feet, for ease of operation and visibility, to ten feet, or longer with an extension. Officer safety and subject observation should be considered when scanning.

2.2.1 System should have a weight capacity of at least 350 pounds.

Agreed and Will comply. Intercept weighs 720 pounds.

2.2.2 System should be constructed of durable rugged materials.

Agreed and Will Comply

2.2.3 System should include adjustable/leveling floor mounts.

Agreed and Will Comply

2.2.4 System should self-calibrate prior to every scan. If not, please describe frequency of calibration.

Agreed and Will Comply

2.2.5 System should include capability to uniquely identify each person being scanned

(i.e. booking number, Jail ID#, date of birth, name, etc.)

Agreed and Will Comply

2.2.6 System should allow modification of data input for person being scanned. (i.e. name, date of birth, etc.)

Agreed and Will Comply

2.2.7 System should provide capability to backup images and corresponding data to a remote server.

The addition of TekNET as an option will allow this to occur. (See Exhibit G "Supplemental Materials" for more information). Cost reflected as an option on attached quote.

2.2.8 System should provide capability to backup radiation dosage information and corresponding data to a remote server.

The addition of TekNET as an option will allow this to occur. (See Exhibit G "Supplemental Materials" for more information). Cost reflected as an option on attached quote.

2.2.9 System should allow user and administrator account management from operator screen.

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Agreed and Will Comply

2.3.0 System MUST provide role-based access.

The operating system includes three permissions-based roles: Screener, Manager (Train the Trainer), and Super-User (Administrator).

2.3.1 System MUST include capability to uniquely identify and store each scan.

Agreed and Will Comply. Each scan is connected to a subject by Subject Name and Subject ID (JMS Number)

2.3.2 System should provide capability to search for stored images. Describe.

Agreed and Will Comply. Stored images can be searched by Subject ID (JMS Number) or Subject Name from the Home Screen or Find Subject Screen.

2.3.3 System should provide query and reporting capability. Describe.

Agreed and Will Comply. Intercept has a powerful query and reporting capability through the Operator Workstation. The Intercept can run the following reports at customizable reporting periods:

- Query by Subject Name or Subject ID
- Scan Summary Report – Shows Detailed Summary of Scan Activities
- Scan Report – Provides Detailed Information on Each Scan
- Annual Scan Report – Provides the yearly total dosage of each subject
- User Log Report – Shows scan activity by user login
- Event Report – Displays system activity, Provides software audit trail

2.3.4 System MUST include local storage capacity to accommodate radiation dosage information and corresponding data.

Agreed and Will Comply.

2.3.5 System MUST provide real-time image display as the scan is conducted.

Agree and Will Comply

2.3.6 System MUST provide high resolution head to toe whole body image of the person being scanned in a single pass.

Agreed and Will Comply

2.3.7 System should provide capability to store images with contraband into a separate folder for easy retrieval.

Agreed and Will Comply

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3. Operator Workstation

3.1.1. Operator workstation should include a color monitor, a keyboard and mouse, a minimum of 8GB memory, Windows 10 preinstalled and an Ethernet adaptor.

Agreed and Will Comply. During operation, the unit functions through touchscreen controls. A keyboard and mouse is available for administrative functions.

3.1.2 Operator workstation should include remote access capability through the network for remote support.

This can occur with the addition of TekNET and Intercept™ Manager as an option. See Exhibit G "Supplemental Materials" for more information. Cost reflected as an option on the attached quote. Internet access is required at the site of the scanner.

3.1.3 Operator should have capability to tag/denote scans if contraband is detected.

Agreed and Will Comply

3.1.4 Operator workstation should provide a secure operator login.

Agreed and Will Comply

3.1.5 Operator workstation should allow for all monitors to be equipped with a privacy shield.

Agreed and Will Comply

4. Scanned Images

4.1.1 Describe how and if each scanned image includes related data such as operator, time and date of the scan, person being scanned and if contraband is detected.

Each scan includes the site logo, facility, Operator ID, Subject ID, Subject Name, Time/Date, Scan Dose, Temperature of subject, ability to add scan reason, and comments such as contraband detected. The scan can be exported as an Evidence Record if desired.

4.1.2. Scanned images should not reveal skin surface or anatomical details.

Agreed and Will Comply

4.1.3 Scanned images should reveal contraband concealed externally and internally on the person's body.

Agreed and Will Comply

4.1.4 System should provide manipulation capabilities for scanned images including zoom, automatic contrast enhancement, brightness and contrast.

Agreed and Will Comply

4.1.5 System should provide the capability to export images out of the System for storage on an external medium. Describe export process and list available scan formats (i.e. bmp, jpg, etc.).

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Agreed and Will Comply. Scan images export to a USB device in a report format as a JPEG (.jpg) from the Operator Workstation. The scan report displays the site logo, facility, contact information, and all scan information for the specific ScanID. Three scan views (HiRes, 3D Enhanced, Detail) are available. The file size for this example is less than 1 megabyte.

4.1.6 System should provide capability for simultaneously comparing no less than two (2) stored images of the same person.

Agreed and Will Comply

5. Radiation Exposure

5.1.1 System should only emit radiation during the scanning process.

Agreed and Will Comply

5.1.2 Operator should not be exposed to radiation at any time.

Agreed and Will Comply. When operated as directed, the user is not subjected to radiation that would require radiation monitoring, such as thermoluminescent dosimeter (TLD) and film badges.

5.1.3 System should accurately measure and record the radiation dose of every scan. Describe if dosimeter is used.

Agreed and Will Comply. A dosimeter is used to record the radiation dose of each scan accurately.

5.1.4 System should track cumulative radiation dose received by each person scanned.

Agreed and Will Comply.

5.1.5 Prior to a scan, the System should alert the operator and require operator acknowledgement if the maximum radiation dose limit has been met for person to be scanned.

Agreed and Will Comply. As a safety measure, Intercept stores the total number of scans and the level of radiation exposure of each subject in their individual record. The cumulative annual dose displays on the workstation monitor. If the subject reaches the safety limit, as defined in the ANSI/HPS N43.17 2009 standard, the system prevents a new scan from occurring.

5.1.6 Describe how scanner accommodates for people with implanted cardiac devices, i.e. pacemakers, implantable cardioverter defibrillators (ICDs) and cardiac resynchronization therapy (CRT) devices. Does the scanner interfere with or cause cardiac devices to malfunction? Explain.

See attached letter below from CEO Steven Smith regarding scanning persons with Pacemakers, Insulin Pumps, or other medical electronic devices.

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Scanning Persons with Pacemakers and Insulin Pumps

December 3, 2020

Pacemakers, insulin pumps and other medical electronic devices may be implanted or worn by persons for health reasons. It is possible that these products could malfunction if exposed to excessive outside interference, such as strong radio waves, magnetic fields or x-ray emissions. For instance, there is particular concern about using these devices near CT and MRI medical imaging scanners, which produce thousands of times the interference encountered during normal daily activities.

The Tek84 Intercept™ scanner does not generate this type of interference. It is completely safe to scan persons wearing medical devices. In particular, the x-ray emission from Intercept is far below naturally occurring background radiation, both in dose and dose-rate. Further, the electromagnetic emission from Intercept, such as radio waves and magnetic fields, complies with the same Federal Standards as other electronic products used in a business environment.

Manufacturers of medical devices are often not familiar with body scanning technology. Out of due caution, they may make recommendations to avoid scanning by any product they have not personally tested.

This can present a dilemma for institutions operating body scanners: the medical device manufacturer recommends not to scan, while the body scanner manufacturer indicates that it is perfectly safe. Tek84 recommends that this decision ultimately be made by the person being affected. Any person expressing concern over this issue should be given a copy of this letter. They may also contact me directly if they have additional questions about the safety of the Intercept scanner. If they continue to object to being scanned, Tek84 recommends that other screening procedures should be used.

Steven W. Smith, Ph.D.
CEO, Chief Technical Officer, Tek84, Inc.
CTO@Tek84.com

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TECHNICAL APPROACH

Scope of Project and How the Tek84 Intercept™ meets or exceeds all project requirements.

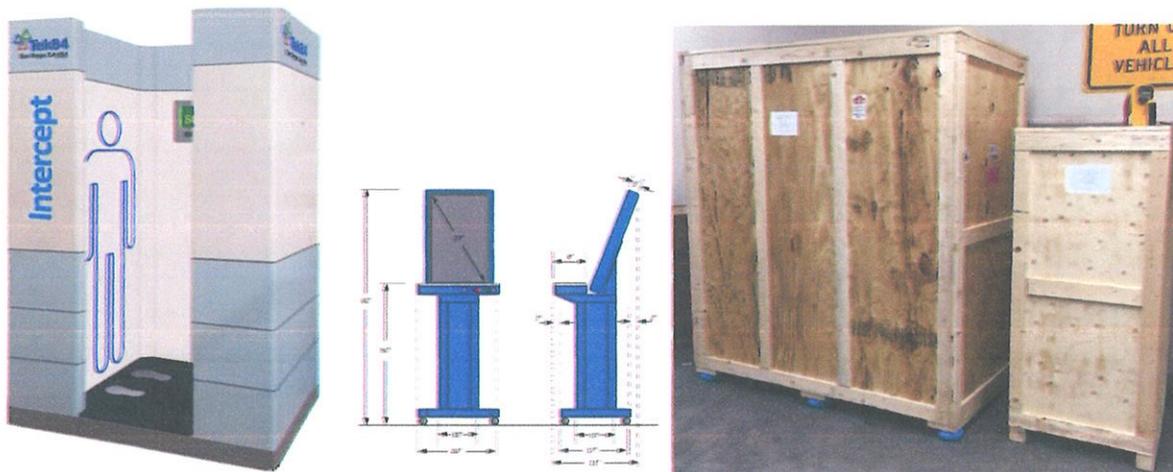
Tek84 proposes to manufacture, ship, deliver, install and provide training on our Intercept™ Full Body Scanner. This product has been customer tested with over 400 installations since January 2019. Please compare this install base with the install base of the make and model of any competitive non-moving subject unit offered. There is no comparison.

The Intercept™, installed in Las Vegas, NV -Clark County, showed a scan rate of 57,000 scans in one year. They have processed as many as 1,000 arrestees on the weekend. The full load rate of the Intercept™ is 180 scans per hour or 4,320 scans in a twenty-four (24) hour period.

The Tek84 Intercept™ has no visible moving parts such as a conveyor belt or moving platform that can cause safety incidents and fail. The subject does not need to risk falling from a moving platform or taking an often undesired ride on a conveyor belt. The subject simply stands still for four seconds while the system performs its work. The framework of the Intercept™ is made from heavy-duty aircraft aluminum with unibody construction. The Intercept™ has a 34" x 72" footprint and takes up less floor space than many desks. The unit arrives in two crates, nearly fully assembled, and comes with built-in casters to quickly move the unit into location.

The operating kiosk is connected to the Intercept™ with one (1) CAT5E cable. The kiosk has a 27" touch screen monitor with no need for a keyboard or mouse to operate the system. Just simple and intuitive touch screen commands.

Please see the examples below:



The system operates on a standard 110V/15A duplex receptacle which is probably already available at your desired location. There is no need for special power requirements.

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The Intercept™ is simple to operate and simple for the subject. Log in can be done using a quick four-digit pin code or name and password on the touch screen of the provided operating kiosk. There is no warm-up period required for the system to be ready. The system is also self-calibrating and requires only one Preventative Maintenance per year.

Once logged in, the subject name or JMS # is selected, and the operator presses the scan button two times.



User Log in via pin number or name/password
User Data Base and User Level (User, Manager, Super User) Can be pre loaded into system



Subject selected via JMS # or name
Existing Subject Data Base can be pre loaded into system
If already in use, tie in to Bar Code or RFID can also be done.
Take photo of subject if desired
Accumulated dose of each subject is always shown
Press "Scan" ...

The Operator decides the best technique for scanning based on the subject's size and the frequency with which the subject will be scanned during the year. The scanned image immediately populates after the 4-second scan.

The techniques available are dose rates of 0.25, 0.50, 1.00, and even 2.0 uSv if necessary. These dose rates are accumulated for each individual scanned on a one-year running basis and will not allow a scan (or will take a scan w/o the generator on- your choice) if the 250uSv per year (ANSI STD limit or your self-imposed 100 uSv limit has been reached. That would equate to 1,000 scans annually on the lowest (0.25uSv) setting. The computer has a MINI ITX Industrial Motherboard w/ Intel Core i5-6500 3.3 GHz Processor, and the HARD DRIVE is 1TB 2.5 SATA, 5400 RPM x 2Ea for RAID 1 million images of storage.

IMPORTANT TECHNICAL NOTE

Because the Intercept™ scans directly perpendicular to the body on a vertical axis from below the foot to above the head. The Intercept™ provides no distortion or magnification of the image compared to systems that "fix" their generated beam on a horizontal plane. It also requires less dose to go through the body and present a good image as it has to pass through less mass than a fixed beam with a diagonal passage through the body. See the example with PVC "bread rack" below.

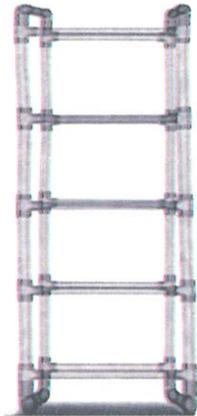
CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date AK 10-26-21

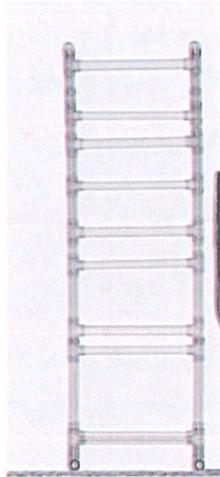


Test Object

08/06/20

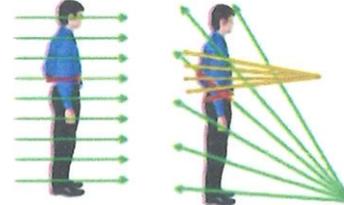


Tek84 Intercept



Fixed Beam X Ray

Tek 84 Confidential

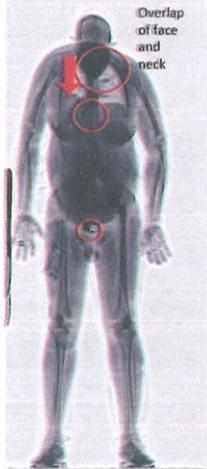


The Intercept™ beam passes through about 11 inches of body tissue in the torso.

Other scanners use an angled path, making the beam pass through about 26 inches.

Some have recognized this poor design and then simply duplicated it creating 2x the generators and detectors that can fail and vastly increasing the dose of ionizing radiation

10



Fixed Beam PA



Intercept PA



Intercept AP



Fixed Beam AP



PA = Beam goes through posterior to anterior. AP is the opposite. ANSI requires PA. If the "easy" things are hard to locate, how are you going to find the hard-to-find things?

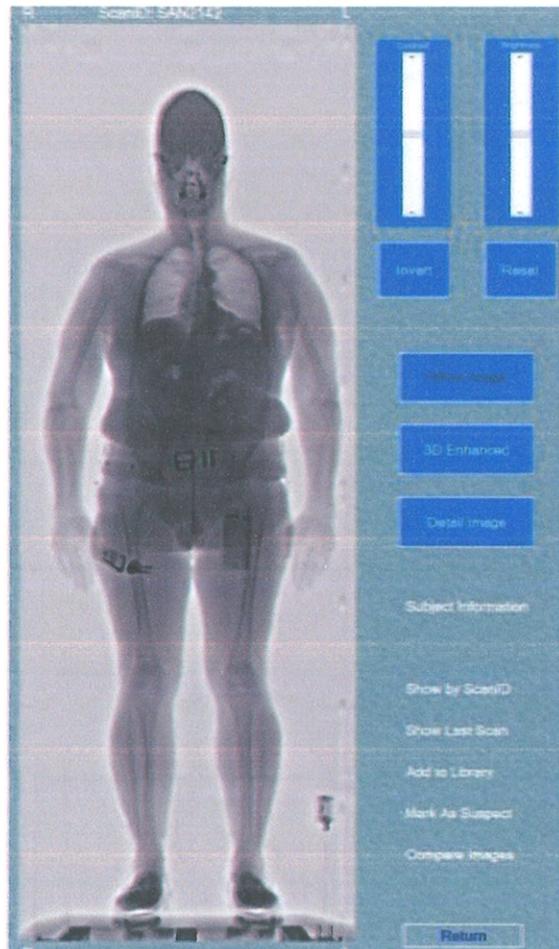
CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date BH 10-28-21

- *And see examples with a person standing in the same exact position each time. Look how the objects on the person "move" in the fixed beam scan and are in the correct position on the Intercept™. PA means that the generated beam passes through the posterior of the person being scanned and then the anterior. AP means just the opposite. As you can see, PA using a fixed beam system causes overlap in head, neck, and shoulder area. The ANSI/HPS N43.17-2009 Section 6 states, "The radiation dose delivered to a scanned individual shall be as low as reasonably achievable (ALARA) while meeting the required detection performance. When using transmission systems, to minimize the effective dose received, **persons undergoing screening should be positioned facing away from the source of radiation.**" The Intercept™ is the only Full Body Scanner designed to scan the subject facing away from the generator. (Posterior to Anterior – PA) The skull and body thickness protects the eyes, gonads, breast, and thyroid from the X-ray beam. SAFER...*

After pressing the scan button, the resulting image is produced (shown below) The image can be manipulated in any number of ways to identify potential anomalies and contraband. The Windows 10 Operating System utilizes 24 bits configured to provide **16 million variations** of gray shades to enhance the image contrast and brightness.



CARSON CITY PURCHASING AND CONTRACTS

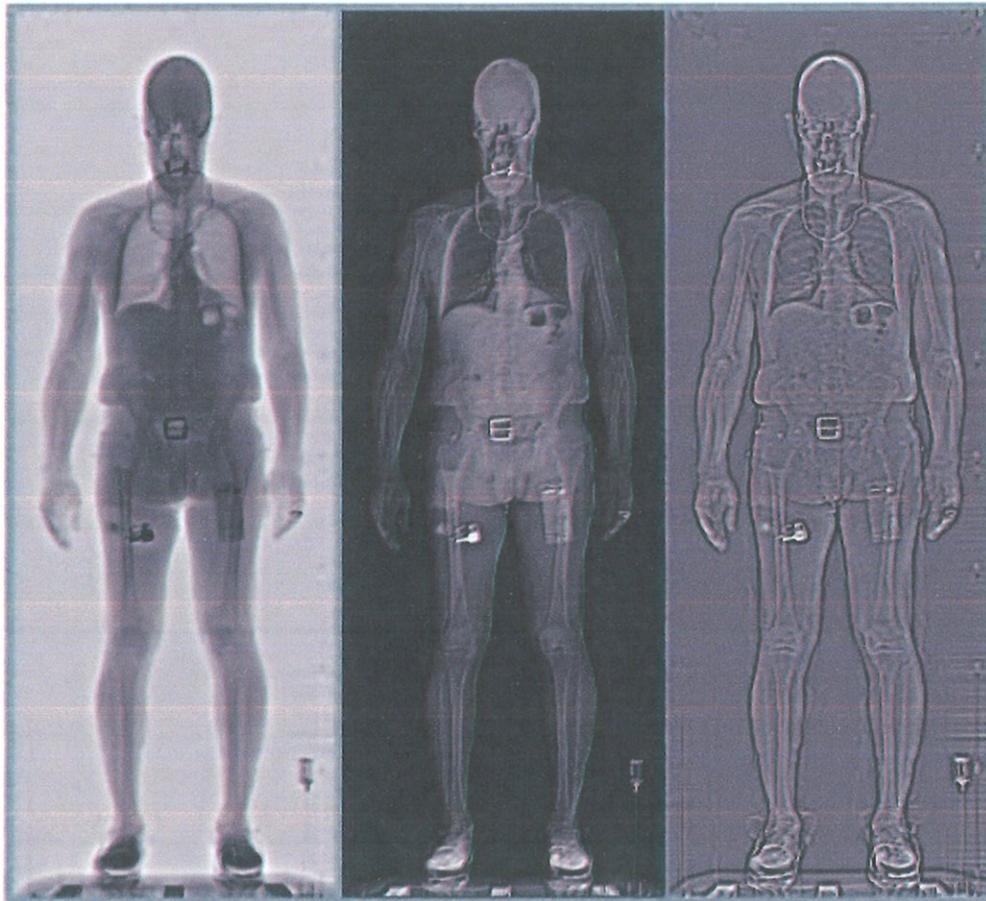
BID RESPONSE

Bidder's initials & date

MA 10-23-21

A simple press of the touch screen in any area of suspicion will zoom that specific body part for further inspection. Pressing the image again will return it to full scale. Panning can be done by simply adjusting the area where the button is pushed to the left or the right.

Additionally, the images can be portrayed in Hi-Resolution, 3D, or detailed techniques, as shown below. Each of those images can be, in turn, reversed in polarity. If an anomaly of note is discovered, the image can be marked as "suspect." It can also be added to the library of images that can be used to help operators define and compare two different people with similar anomalies.



CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date

MK 10-23-21

The Intercept™ has three types of user levels. Screener (User), Management (Train the Trainer), and SuperUser (Admin). Each subsequent level has additional *selectable* screens available to them according to your need. SuperUser has every screen available to it.

Selectable features according to your needs are shown here.

Permission	Management	Screener
Add/Modify User	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Add Subject	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Edit Subject	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Edit Scan Data	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Export Images	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Add Library Images	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maintain Library	<input type="checkbox"/>	<input type="checkbox"/>
View Reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Export Reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Upload/Down Users	<input type="checkbox"/>	<input type="checkbox"/>
Upload/Download Subjects	<input type="checkbox"/>	<input type="checkbox"/>
Create Gain Tables	<input type="checkbox"/>	<input type="checkbox"/>
System Configuration	<input type="checkbox"/>	<input type="checkbox"/>
Authorize USB	<input type="checkbox"/>	<input type="checkbox"/>
Perform System Updates	<input type="checkbox"/>	<input type="checkbox"/>
Upload/Download Native Files	<input type="checkbox"/>	<input type="checkbox"/>
Access Service	<input type="checkbox"/>	<input type="checkbox"/>
Set Facility Information	<input type="checkbox"/>	<input type="checkbox"/>
Disable Prea Bypass	<input type="checkbox"/>	<input type="checkbox"/>
Allow Printing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date

JK 10-28-21 75

If staff wishes to print or save an image to the authorized flash drive provided with the Intercept™, it is a straightforward process.

The toolbar at the bottom of the Scan Report has functions accessible with permission.



Figure 59: Scan Report Toolbar

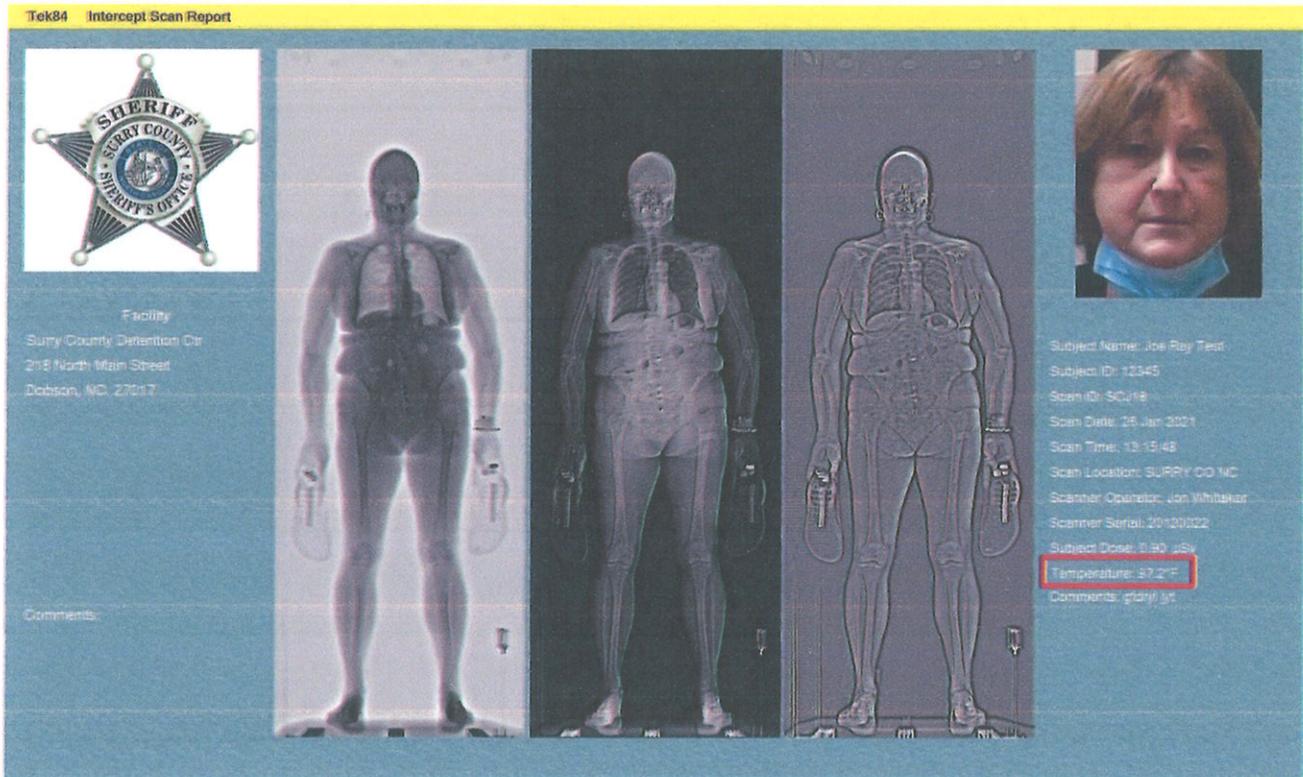
Along the right side of all reports is a vertical scroll bar. Use the vertical scroll bar to scroll to the bottom of lengthy reports.

11.3.1.1 Export Image File

Export Image File refers to exporting the native file of the scan. The native file is Tek84's proprietary image format and can only be viewed on Intercept. This function requires permission.

Insert an authorized USB device into the USB port in the control panel. Select Export Image File.

The image file that gets downloaded appears as shown. This one has the optional thermal scanner, which also provides the temperature of the subject.



Tek84 Intercept Scan Report

SHERIFF
SURREY COUNTY
SHERIFF'S OFFICE

Facility
Surrey County Detention Ctr
218 North Main Street
Dobson, NC, 27017

Subject Name: Joe Ray Test
Subject ID: 12345
Scan ID: SCJ18
Scan Date: 25 Jan 2021
Scan Time: 13:15:48
Scan Location: SURREY CO INC
Scanner Operator: Jon Whitaker
Scanner Serial: 20120022
Subject Dose: 0.90 µSv
Temperature: 97.2°F
Comments: gday! jk

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date BA 10-20-21

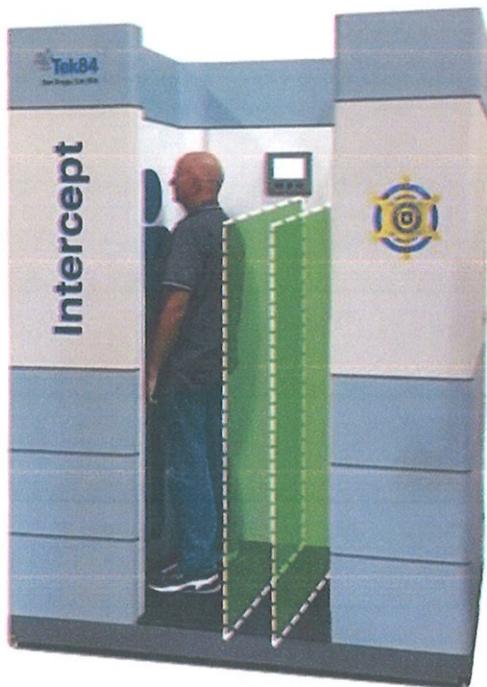
It includes an embedded photo of the person just before being scanned, the date/time stamp of the image, either one, two, or all three x-ray image types (Hi-Res, 3D, Detail), the operator, the jail location, a description of the suspect item, the scan number, and the dosage.

Databases

Both subject and user databases can be uploaded into the Intercept™ utilizing this same flash drive apparatus and a simple text, comma-delimited file. The upload takes less than one minute to perform and can be done by the Trainer with the data Carson City provides.

New subjects and new users can be enrolled as well within about a minute.

The Tek84 Intercept™ is also equipped with Dual Virtual Wall Technology. This technology prevents the subject from being out of position when being scanned.



Key Features (continued)

- Dual Virtual Wall Technology
 - Detects when the subject is out of position.
 - Notifies the operator
 - Prevents Scanning
 - Stops in process Scans
 - ANSI 43-17 Compliant
 - Fully configurable for local requirements.

This is exclusive to Tek84, and no other competitor has this safety feature. Our system also constrains the subject on three sides while he is being scanned. This makes it much more difficult to escape than any other system on the market. Again, safer.

CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

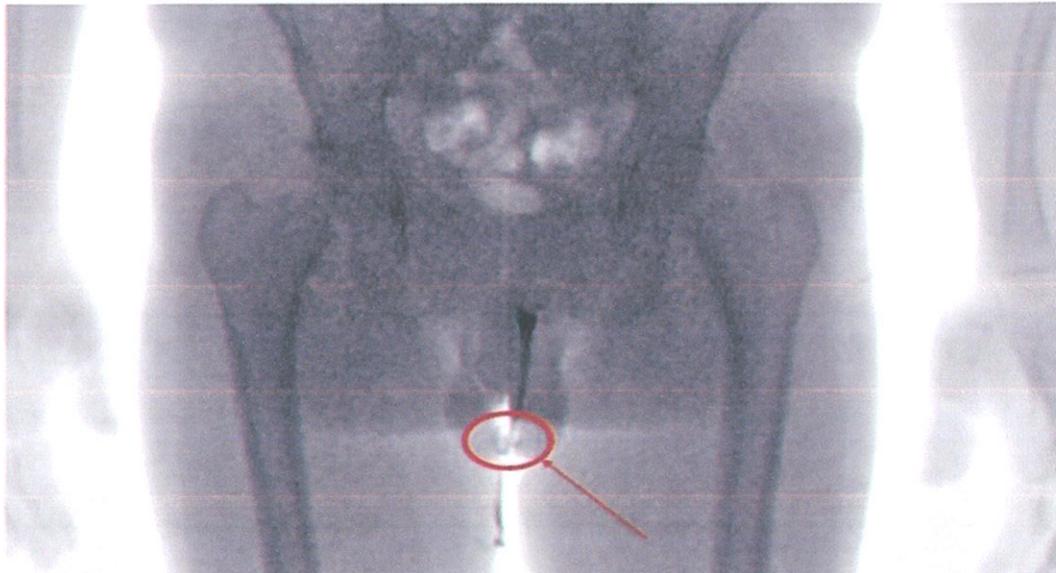
Bidder's initials & date MA 10-28-21

For the safety of the equipment operator and bystanders, the Tek84 Intercept™ has an exclusion zone equal to the unit's footprint. In other words, as long as the operator is not standing inside the unit while the system is on, they are in a safe position. See red arrows below.



Images

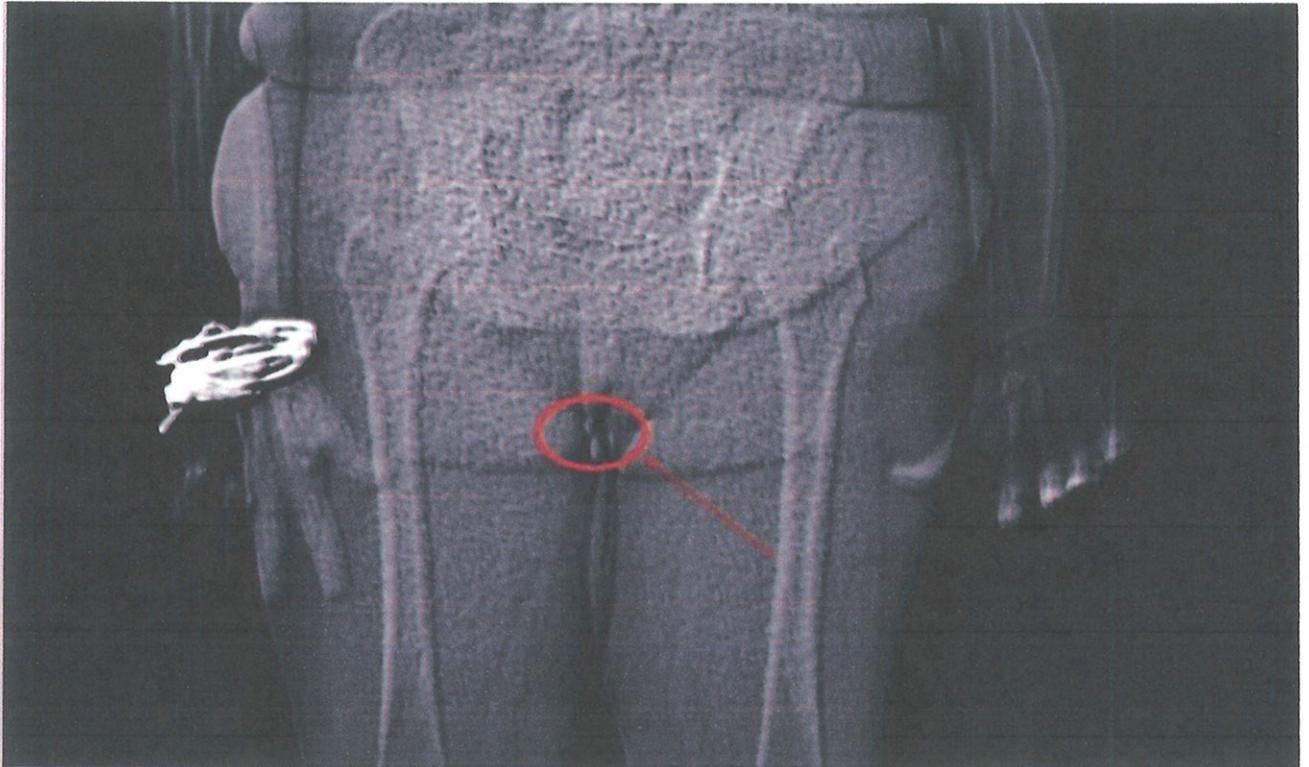
Below are just a few of the images from the Tek84 Intercept™ at various customers.



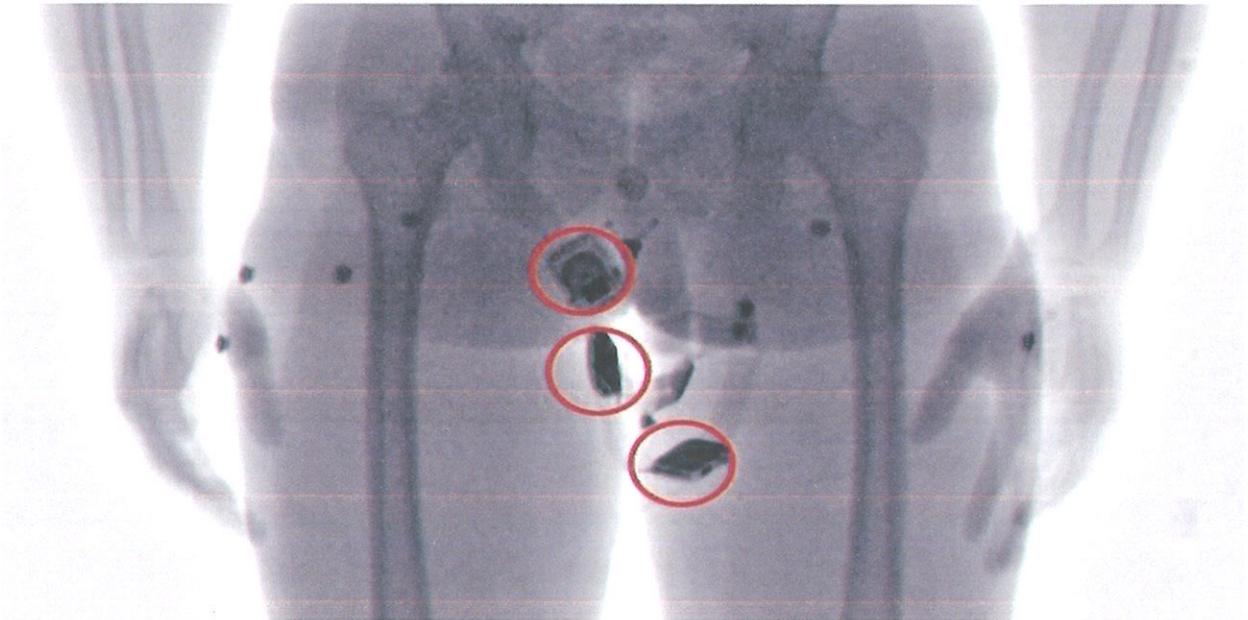
Fentanyl Pills

CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE

Bidder's initials & date PA 10-20-21



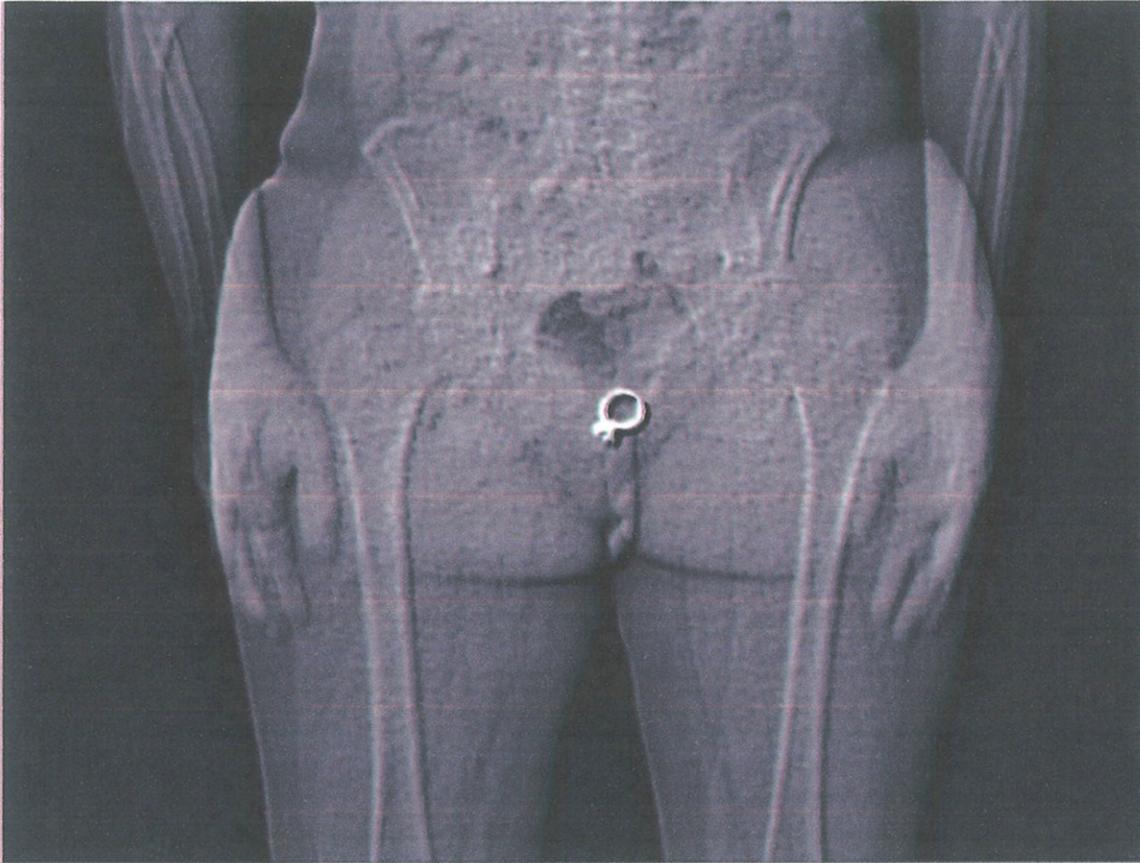
Meth inside



Apple i-watches missed during pat down

CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date MA 10-28-21

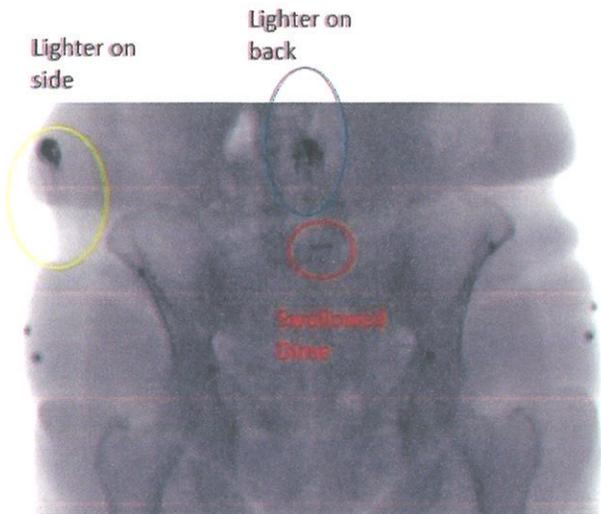


Keistered Crack pipe

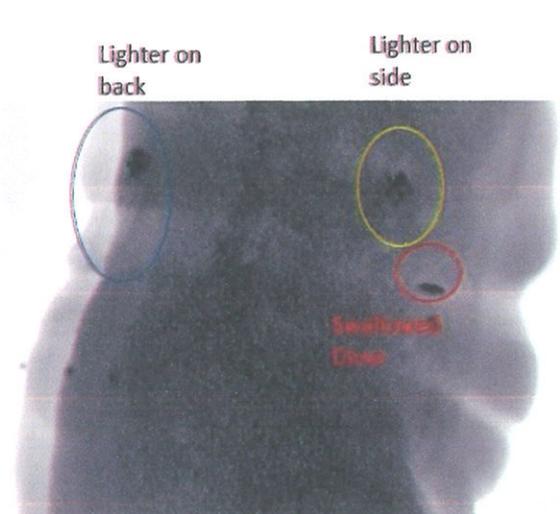
CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date PA 10-28-21

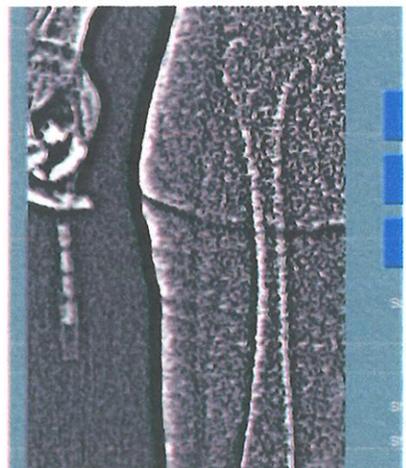
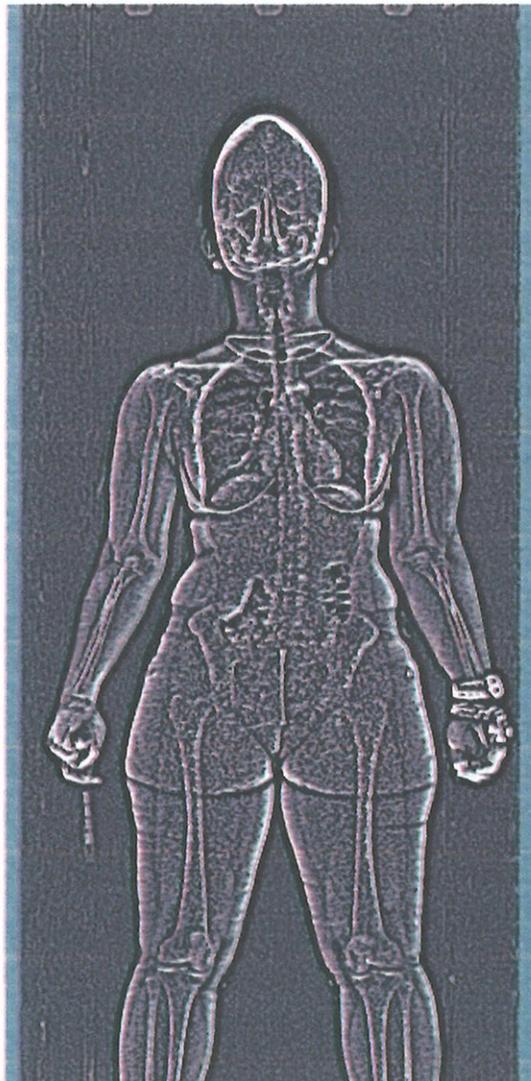


PA View Two lighters and swallowed dime



Profile View scan of same person

On Fixed beam systems this type of image comparison is extremely difficult because of the distortion

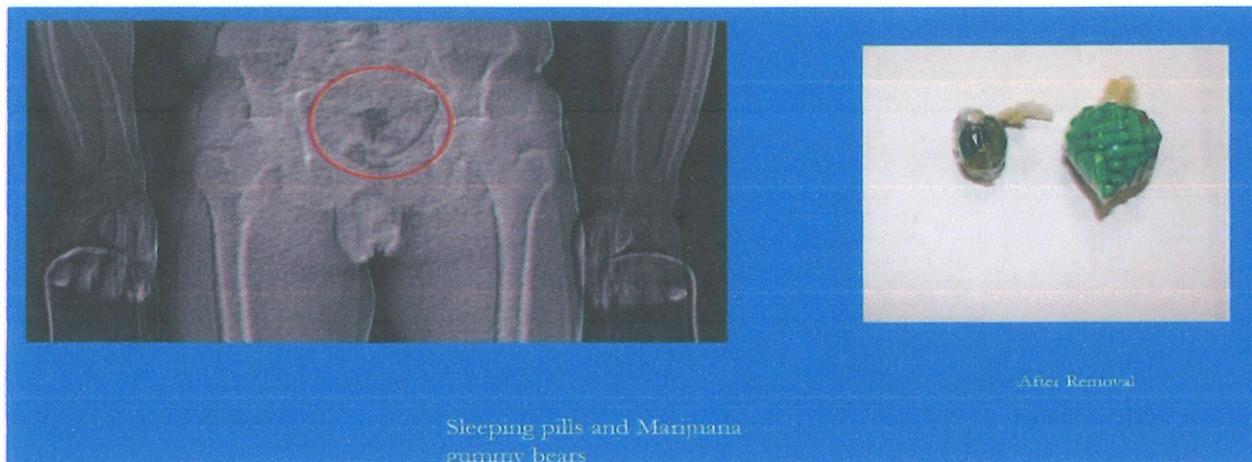


CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date

BA-10-20-21



Training

All our trainers are medically certified in Radiology. Tek84 believes that you should be trained by people that understand human anatomy and know what should and should not belong in the human body. To the extent that it is relevant, all HIPPA rules will be utilized

Tek84 has learned that comprehension and retention work best for our training if it is kept to groups of approximately four people at a time. There are three levels of training. Basic User training, including radiation safety training, takes about 2 hours. The additional training for Management (Train the Trainer) and Super Users typically follows immediately after their User training. Anyone trained at a Management level will be instructed how to become the Trainer for future follow-up sessions to new employees.

Tek84 will work on your shifts and time to minimize your overtime. Everyone that completes the training will be provided a certificate. A fifty (50) question quiz will be administered to all those trained in compliance with the new California Department of Health Requirements.

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date BA 10-28-21

"Exhibit B"

Authorized Representative

Brian Amos, Western Regional Sales Manager – Public Safety Advisor is Tek84 Inc. authorized representative of the manufacturer for the product(s) being proposed and any warranty requirements provided for herein will be performed favorably on their behalf.

Brian Amos



Signature

Tek84, Inc.
13495 Gregg St.
Poway, CA 92064
brian.amos@tek84.com
(916) 606-0733

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date MS 10-20-21

"Exhibit C"

Warranty and Support

A. Initial Warranty and Support. Unless otherwise provided in the Purchase Agreement Initial Warranty and Support is included in the Purchase Price. Seller will provide Initial Warranty and Support beginning on the installation date and expiring at the date provided on the applicable order or signed quote. If no date is provided, then expiration is one year from installation date.

B. Initial Warranty and Support includes: (i) installation. (ii) initial operator training, (iii) 24- 7 technical phone support (iv) on-site repair during normal working hours; (v) replacement parts; (vi) labor expense; (vii) travel expenses and (viii) annual preventative maintenance inspection including radiation survey.

C. Continuing Warranty and Support. Buyer may purchase Continuing Warranty and Support Services from Seller prior to the expiration of the Initial Warranty and Support.

D. Excluded Repairs. The foregoing Initial and Continuing Warranty and Support shall not apply to any products or parts of products which have been (a) repaired or altered by any party other than authorized Seller, (b) subjected to misuse, negligence, or accident, including, without limitation, physical damage to the outer enclosure, internal damage by physical breaching of the outer enclosure, dropping or overturning the apparatus, damage to the touchscreen monitor, acts of God such as earthquake, flood, building collapse, and vermin infestation, damage by unauthorized service personnel, or intentional or other gross damage outside the scope of normal operation, or, (c) used in a manner or application other than recommended by Seller.

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date MD 10-28-21

"Exhibit D"
Addenda

Not Applicable

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date PA 10-28-21

"Exhibit E" BID RESPONSE

Not Applicable

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date BR 10-28-21

"Exhibit F" SUPPLEMENTAL MATERIALS

(See Following Documents)

- (Detailed Quote and Price Breakdown)
- (TekNET Brochure)
- (Intercept Manager Brochure)



BA
10-28-21

Carson City Sheriff's Office
ATTN: Carol Akers
201 North Carson Street
Carson City, NV. 89701
775-283-7362

October 28th, 2021

Please see the quotation below for the Tek84 Intercept Full-Body Scanner:

Quote: 2021-10-01

Qty	Part Number	Description	Net Ea.	Ext. Price
1	SSD-017-1002	Tek84 Intercept Full-Body Security Scanning System	\$139,000	\$139,000
		High Strength Aluminum Unibody Frame 160Kv Monoblock Oil Cooled Generator 34" x 72" x 90" (79" top removed) footprint 4 Second Scan Time Variable Scanning Dosage with three techniques Beginning at 0.25uSv Per ANSI/HPS N43-17-2009 Radiation Safety Standard Tethered Ethernet Connected Workstation with 27" Vertically Mounted Touch Screen Monitor PC with Windows10 Operating System Transportable on Built In Heavy Duty Caster System With Corner Stabilizer Feet 16 Million Gray Scale Levels 110V/60hz 1Kva		
1	SSD-017-9950	FDA Approved Thermal Scanner with Temperature Measurement	\$20,000	\$20,000
1	INT- INSTALL	½ Day Installation	INC	INC
1	INT- TRAINING	2.5 Days Formal On-Site Operator Training	INC	INC
1	INT-WARRANTY-6	Six-years parts and labor on entire system from time of delivery	\$7,500	\$37,500
1	INT-SHIPPING	Shipping Cost from Poway, CA to Carson City, NV.	INC	INC
		TOTAL		\$196,500

Optional TekNET Network Storage Device: \$4,900
Optional Intercept Manager with Customer Provided PC and Tie to JMS: \$5,500
Optional Intercept Manager with Customer Provided PC without Tie to JMS: \$3,500

By execution of this agreement by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 Terms and Conditions available at Tek84.com

DAP: Destination, Carson City Jail.
Terms: Net 30 Days
Taxes: Add as necessary or provide exemption certificate
Expiration: January 1, 2022

Accepted By:

Tek84:

Printed Name and Title

Brian Amos – Western Regional Sales Manager

Authorized Signature

Date:

Authorized Signature:

Date: 10/28/2021

IMAGE STORAGE

- Provides backup storage of over 13 million scan images.
- Allows all connected Intercept™ users to view scans taken by any Intercept scanner.
- Enables larger image storage; quoted upon request.

REQUIREMENTS

- Intercept network software version 3.3.1 or higher.
- TekNet network storage device – rackmount or desktop.
- Category 5 or better network connection (GbE recommend) between all scanners and TekNet.
- 100 to 240 VAC 50/60 Hz.
- Fixed IPs; works with VLAN and other remote network techniques.

INSTALLATION

- Install in a data closet or similar secure area.
- Select the IP address range of the TekNet network.
- Configure each scanner and the TekNet storage device with it unique IP address.
- Connect all Intercept scanners and the TekNet device on a LAN or WLAN.

OPERATION

- Subject and user data added or modified by any Intercept user are copied to TekNet.
- Data changes detected in TekNet are updated in each Intercept scanner database.
- Records for new scans are quickly duplicated in each Intercept scanner database.
- New scan images are quickly backed up on TekNet.
- Intercept scanners continue to operate on local data during a lost network connection.
- Intercept scanners mirror changes with TekNet after a network interruption.



Allows for accurate tracking of subject dose across multiple Intercept scanners.

Connects multiple Intercept scanners so they share data and images.

Provides image storage backup for all connected Intercept scanners.

Stores in TekNet and mirrors on each Intercept scanner all subject, scan image, and user data.

Uses redundant disks to ensure and protect data integrity.

Provides pathway for TekConnect Management Software integration.

TEKNET

ORDER INFORMATION

SSD-017-9910 for 1U Rackmount version
SSD-017-9920 for Desktop version

FAQs

What are the customer-provided network requirements?

- TekNet requires a Local or Wide Area Network (LAN or WAN) connection of at least 100Mbps. Gigabit Ethernet (GbE) is recommended.

What are the IP and network considerations?

- TekNet as delivered from the factory operates in the IP range of 172.26.10.1 to 172.26.11.254 with a subnet of 255.255.254.0. All traffic on this network is TCP. No other protocols are required for operation.
- The IP addresses used by the network and the subnet mask are field configurable by Tek84 technicians. They can be set to any desired range of IP addresses required by the installation site. One fixed IP is required for each scanner attached to the network and one IP address for the TekNet storage device. The system can operate across firewalls or routers installed in the network backbone when the proper gateway configuration is provided to the installation technician.

What are the installation considerations?

- The TekNet storage device is provided in one of two form factors (see What form factors are available?). The storage device should be installed in a secure data closet or similar climate-controlled secure space. The power requirement is 100 to 240 VAC 50/60 Hz. The device has a single network connection which can be directly connected to a single scanner or connected to a network router that allows connection to multiple scanners. A network router is not provided as part of the installation package.
- A Category 5 or higher network drop must be provided from the TekNet storage device (or the attached switch) to the rear of each Intercept scanner.

What form factors are available?

- The TekNet storage device is available in two form factors:
 - Rackmount (19" without brackets): 18.75" W x 16" D x 1.73" H (1U). Weight: 11.5 lbs.
 - Desktop enclosure (similar to a tower PC): 7.5" W x 11.3" D x 10.2" H. Weight: 17.5 lbs.

What cybersecurity measures are considered?

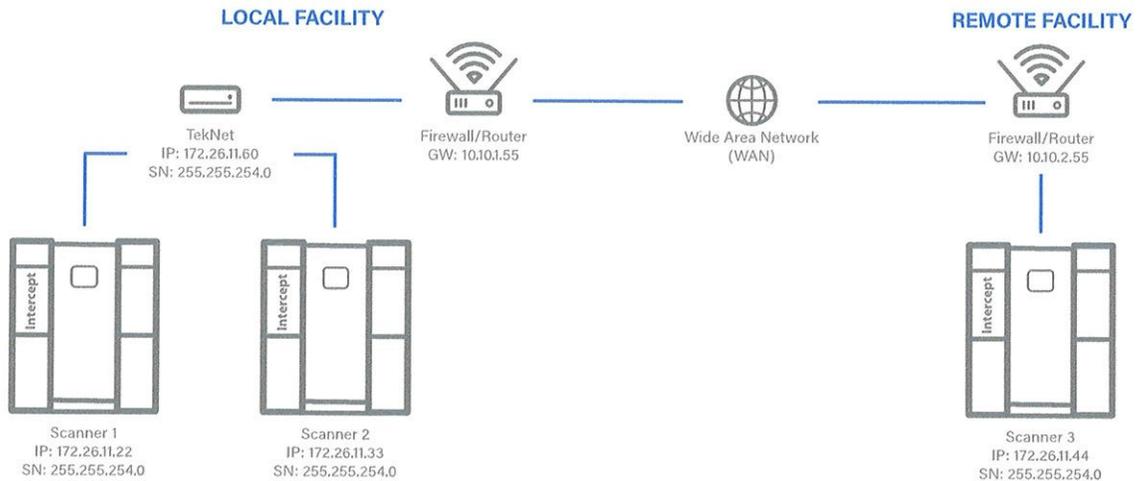
- Network traffic on the TekNet should be limited to IP addresses inside the TekNet family (i.e., TekNet traffic should not be allowed on the Internet or other networks outside the selected IP range.)
- All sensitive information (e.g., subject images, passwords) moved across or stored on TekNet is encrypted using 256-bit encryption techniques.

What is the typical network use?

- Each scan image requires the transmission of approximately 1 Megabyte of information. Background traffic to update database information is typically several Kilobytes per second.

How many Intercept units can I integrate and how many operators can I register?

- TekNet is a software engineering solution that provides a customizable approach to your data and image sharing requirements. Our software engineering team will create a complete solution based on your specific requirements and while the standard configuration is able to integrate up to twenty (20) Intercepts with an unlimited amount of registered users, given our open architectural design approach, there is virtually no limitation on amount of systems that can be integrated to accommodate your requirements.



TEKNET

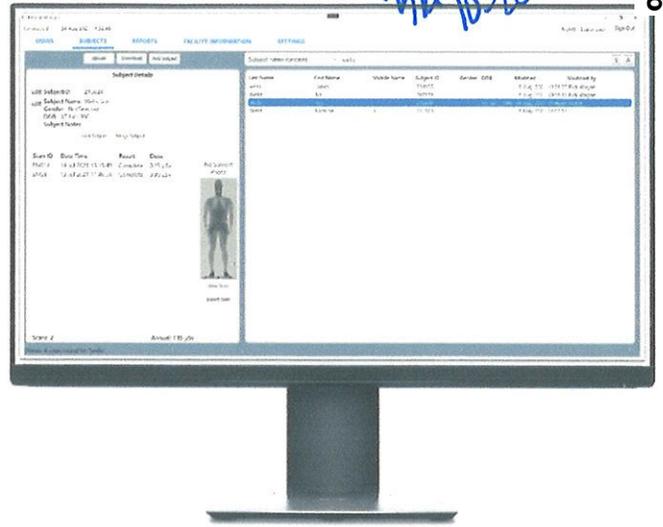
Intercept™ Manager

CENTRALIZED CONTROL

The Intercept Manager application allows users to remotely manage scan images and system data across multiple Intercept scanners from a TekNet linked computer.

- Ensure radiation dose compliance—monitor and report subject dose levels administered at all scanners
- Maintain subject and user information from a workstation—eliminate the need to perform these tasks at a scanner
- View, enhance, compare, and manage images across multiple Intercept scanners
- Export images to an authorized USB drive or a printer
- Centralize report writing for maximum efficiency and regulatory compliance
- Execute court-ordered record expunctions and locks
- Ensure data integrity with single-source data managed across all scanners
- Import/export data from/to the JMS—requires JMS API development (order SSD-017-9923)

...all from one location!



Features

	Intercept	Intercept w/TekNet	Intercept w/TekNet and Intercept Manager
Low-dose 3.8 second scans	✓	✓	✓
Subject remains stationary	✓	✓	✓
Photo ID and scan linked	✓	✓	✓
Ultra-small footprint	✓	✓	✓
Compare images against library images	✓	✓	✓
Backup storage for 13+ million scans		✓	✓
Scans viewable across multiple Intercept scanners		✓	✓
Manipulate images from any scanner		✓	✓
AES ciphers encrypt image data and critical information		✓	✓
Annual subject dose for all scanners viewable from any scanner		✓	✓
Single-location control for multiple Intercept scanners			✓
Simultaneous subject scanning and image/data management			✓
Remote access to real-time and stored data			✓
Subject database integrates with JMS database (optional)			✓

Simplifies radiation dose monitoring and reporting for compliance with ANSI/HPS N43.17

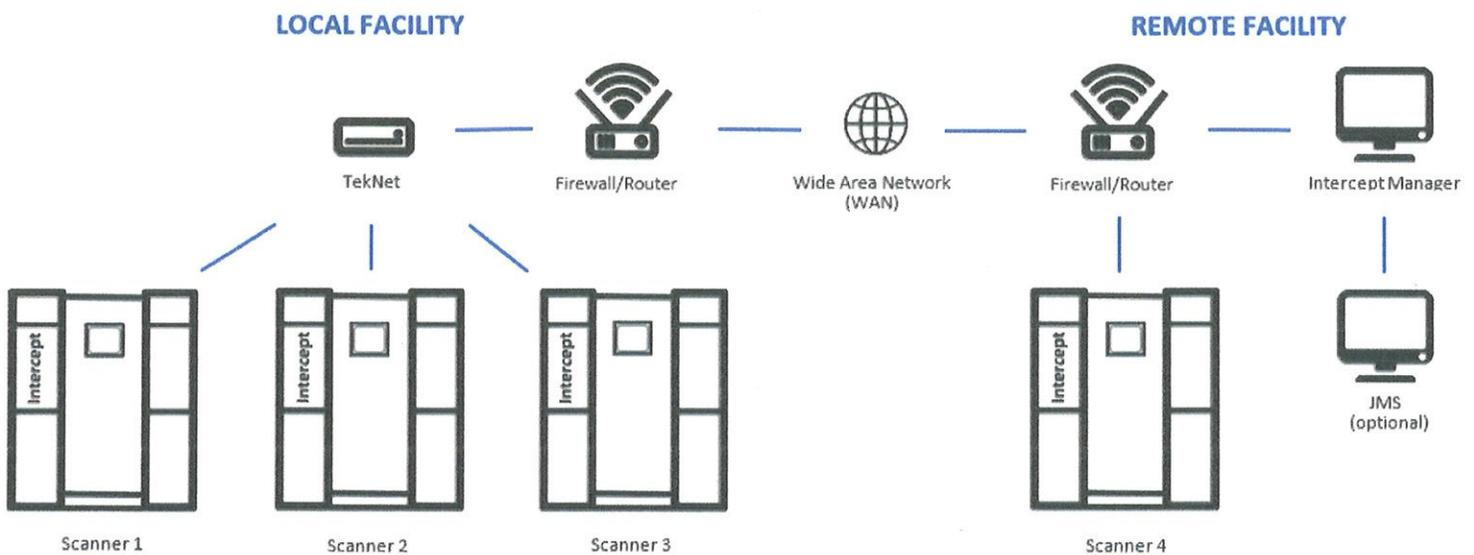
Manages subject and user data without impacting subject scanning time

Enables scan image comparison with image data from any connected scanner using TekNet

Requirements

- Intercept scanner(s)
- TekNet storage device – rackmount or desktop
- Windows 10 PC – Customer or Tek84 provided
 - .Net Framework 4.5
 - Storage – 250 GB minimum
 - Memory – 8 GB minimum
 - Network card – 1 GBps minimum
1 card required for Intercept Manager
2 cards required for Intercept Manager with JMS integration
 - Display monitor – 1920 x 1080
- High-speed network connection (GbE recommended) between all Intercept scanners and TekNet

Image data and critical information are encrypted with Advanced Encryption Standard (AES) ciphers.



Remote real-time image viewing and system management

Single-source subject database capability

Order Information

- SSD-017-9922 Intercept Manager
- SSD-017-9930 Intercept Manager pre-installed on Windows 10 computer
- SSD-017-9923 Intercept Manager with JMS integration

CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE

Bidder's initials & date

AK 10-28-21

“Exhibit G”
EXCEPTION SUMMARY

NONE

7A
10-28-21 93

"Exhibit H"

Federal Required Forms

*2/11
1008-11*

Required Documents to be Completed

✓	Document	Due	Reference
✓	23 Section 112(c)		
	General	with submission	H-7
✓	1352 Title 31		
	General	with submission	H-8
✓	Disclosure of Lobbying		
	General	with submission	H9-H10
✓	Conflict of Interest		
	General	with submission	H-11

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148).

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act

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provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as

parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

POSTINGS AND NOTICES

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10-20-21

Notices and posters are to be placed in:

- *areas readily accessible to the public and employees* (per 23 CFR 230.121);
- *on the site of the public work in a place generally visible to the workmen* (per NRS 338.020);
- *shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers...on bulletin boards accessible to all employees at each location where construction work is performed* (41 CFR 60-4.3); and
- according to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

Required Postings:

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: <https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here: http://labor.nv.gov/Employer/Employer_Posters/
5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The prime contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).

Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF CALIFORNIA
COUNTY OF PLACER } SS

I, BRIAN AMOS (Name of party signing this affidavit and the Proposal Form) REGIONAL SALES MANAGER (title).
being duly sworn do depose and say: That I, OR TEKBY
(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the [Agency Name] will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.


Signature
REGIONAL SALES MANAGER
Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public, Judge or other Official

**SEE ATTACHED FOR
NOTARY FORM**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

Subscribed and sworn to (or affirmed) before me on this 27
day of October, 2021, by Brian Amos

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature 

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BRIAN Amos

Name (please type or print)

Brian Amos

Signature

REGIONAL SALES MANAGER

Title

10-28-21

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance NA	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award NA	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change NA For Material Change Only: year _____ quarter _____ date of last report _____
<input type="checkbox"/> 4. Name and Address of Reporting Entity: Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: NA Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: NA Congressional District, if known:	
6. Federal Department/Agency: NA	7. Federal Program Name/Description: CFDA Number, if applicable: _____ NA	
8. Federal Action Number, if known: NA	9. Award Amount, if known: \$ NA	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> NA <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> NA <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>	
<input type="checkbox"/> 11. Amount of Payment <i>(check all that apply):</i> <input type="checkbox"/> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned NA	13. Type of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee NA <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ NA		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: NOT APPLICABLE <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. <small>This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small>	Signature: [Signature] Print Name: Bezan Amos Title: Regional Sales Manager Telephone No.: 916 608-0733 Date: 10/26/21	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL	

Conflict of Interest Disclosure Form

Date: 10/27/21

Project: FULL BODY SCANNER RFB # 21300205

Title: REGIONAL SALES MANAGER

Name: BRIAN AMOS

Position: SALES/SUPPORT

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: 

Date: 10/27/21

CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE

Bidder's initials & date

PA 10-28-21

***** END OF BID RESPONSE *****