



## Quote

October 21, 2024

Attn: Kaci Smith, Superintendent  
Eldorado County Probation, Juvenile Treatment Center  
1041 Al Tahoe Blvd.  
South Lake Tahoe, 96150  
530.573.7985  
[kaci.smith@edcgov.us](mailto:kaci.smith@edcgov.us)

Quote: 2023-11-26

Please see the quotation below and included "Attachment A" for the Tek84 Intercept Body Scanner:

Qty	Part Number	Description	Net Each	Ext Price
1	SSD-018-0100	Tek84 Intercept Whole Body Security Scanning System	\$ 139,000.00	\$ 139,000.00
		High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 8.0 uSv		
		Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60hz. 1Kva		
1	INT-Shipping	Freight from San Diego, CA to TBD	\$ 1,500.00	\$ 1,500.00
1	INT-WARRANTY-2	Initial Two Year (2) Parts and Labor on Entire System from Time of Installation	Included	\$ -
1	INT-INSTALL	1/2 Day Installation	Included	\$ -
1	INT-Training	2.5 days Formal, classroom, on-site	Included	\$ -
0	INT-PN 13282	<b>FDA Tested Thermal Sensor</b> - For Skin Temperature Screening	\$ 20,000.00	\$ -
0	SSD-020-1000	<b>TekNET</b> - Real Time data sharing between multiple Intercepts. 20 TB protected storage. Remote Diagnostics	\$ 13,000.00	\$ -
0	SSD-020-1100	<b>Intercept Manager</b> for customer PC. View scanning activity; Run Reports; Audit; Remote Admin	\$ 2,000.00	\$ -
0	EXT-WARR	<b>Extended Warranty</b> - Full coverage parts and labor Per Year <i>Discounted: Five (5) Years @ \$40,000 per scanner</i>	\$ 8,900.00	\$ -
<b>Sub Total</b>			<b>\$ 140,500.00</b>	

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 this agreement .

This quote will expire on: 11/1/2024  
Delivered-at-place: South Lake Tahoe, CA  
Terms: Net 30  
Taxes: TBD

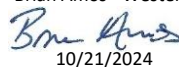
Tax @ 8.75%	\$	12,162.50
Total	\$	152,662.50

Accepted By:

Printed Name and Title: \_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Date \_\_\_\_\_

Prepared by:

Brian Amos - Western Regional Sales Manager

  
10/21/2024

[brian.amos@tek84.com](mailto:brian.amos@tek84.com) | (916) 606-0733

13495 Gregg Street Poway, CA 92064 858-676-5382 [www.Tek84.com](http://www.Tek84.com)

## Attachment A

Tek84 agrees to extend the pricing and provisions of contract MA-057-24010214 (County of Orange, California) to El Dorado County, California, and the El Dorado County Probation Department. By signature of this quote, Tek84 and El Dorado County will indemnify, defend with counsel approved in writing by the County of El Dorado and at Tek84's sole expense, and hold County of Orange, its officers, employees, agents, and volunteers and those special districts and agencies which County of Orange's Board of Supervisors acts as the governing Board ("County of Orange Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided under the agreement. The same provisions and pricing of Attachment A-1 shall apply to the County of El Dorado except the following terms are modified as set forth below:

**Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and continue for three (3) years, unless otherwise terminated by County.

**Governing Law and Venue -** Parties agree in the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in El Dorado County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Other than this change in jurisdiction location, all other Provisions under Section A, Governing Law and Venue, in Attachment A-1 apply.

**Contact information for notices to County is:**

County of El Dorado  
Probation Department  
3974 Durock Road, Suite 205  
Shingle Springs CA 95682  
Attn: Kaci Smith  
Deputy Chief Probation Officer

With a copy to:  
County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville CA 95667  
Attn: Michele Weimer  
Procurement and Contracts Manager

**Installation location is:**

El Dorado County Juvenile Treatment Center  
1041 Al Tahoe Boulevard  
South Lake Tahoe CA 96150

**Invoicing shall be sent to:**

County of El Dorado  
Probation Department - Fiscal  
3974 Durock Road, Suite 205  
Shingle Springs CA 95682

or emailed to: PB-Fiscal@edcgov.us

# Attachment A-1



**CONTRACT MA-057-24010214  
BETWEEN  
COUNTY OF ORANGE  
AND  
TEK84 INC.  
FOR  
COMPACT BODY SCANNER**

This Contract MA-057-24010214 for Compact Body Scanner, hereinafter referred to as "Contract", is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California acting through the Orange County Probation Department, hereinafter referred to as "County", with a place of business at 1055 N. Main St. 4<sup>th</sup> Floor, Santa Ana, CA 92701 and Tek84 Inc., with a place of business at 13495 Gregg Street, Poway CA 92064, hereinafter referred to as "Contractor". County and Contractor may be individually referred to as "Party" or collectively as "Parties".

## ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract as if fully set forth:

Attachment A – Scope of Work  
Attachment B - Payment & Compensation

## RECITALS

**WHEREAS**, Contractor responded to Invitation for Bids (IFB) #057-2501405-DV for Compact Body Scanner as further set forth herein; and represented that its proposed services/goods shall meet or exceed the requirements and specification of the IFB; and

**WHEREAS**, Contractor and County are entering into this Contract for Compact Body Scanner under a firm fixed fee Contract; and,

**WHEREAS**, Contractor agrees to provide Compact Body Scanner, hereinafter referred to as "Goods", as further set forth in the Scope of Work, attached hereto as Attachment A; and,

**WHEREAS**, County agrees to pay Contractor based on the fees set forth in Pricing and Compensation, attached hereto as Attachment B; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

## ARTICLES

### County General Terms and Conditions:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software,

shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, 2) payment shall be made in arrears after satisfactory acceptance of goods and service, and 3) for **extended maintenance warranty, payments shall be made annually in advance** after satisfactory acceptance by County and in accordance with Attachment B, Compensation and Pricing. If this Contract is terminated for any reason, Contractor shall immediately pay the County one-twelfth (1/12) of the annual maintenance warranty Fee or portion therefore remaining in the Contract term.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national

origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.
- O. Insurance Provision:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

#### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per accident
Workers' Compensation	Statutory
Employers Liability	\$1,000,000 per accident or disease

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

#### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

#### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, employees and agents** as Additional Insureds, or provide blanket coverage, which will state **As Required By Written Contract**.
- 2) A primary non-contributory endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, employees, and agents** or provide blanket coverage, which will state **As Required by Written Contract**.

All insurance policies required by this Contract shall waive all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, employees, and agents** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates and endorsements shall be emailed to [Prob-Purchasing-Contracts@prob.ocgov.com](mailto:Prob-Purchasing-Contracts@prob.ocgov.com).

If email is not possible, then Insurance certificates and endorsements shall specifically be forwarded to:

County of Orange  
 c/o: Orange County Probation Department  
 Attn: Purchasing and Contracts Unit  
 1055 N. Main St., 4th Floor  
 Santa Ana, CA 92701

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/departments purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer

**P. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

**Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and Services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

**R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.

- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- U. Freight (F.O.B. Destination):** Prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.



- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent (DPA) in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

#### **Additional Terms and Conditions**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Compact Body Scanner from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and continue for five (5) years, unless otherwise terminated by County.
3. **Renewal:** This Contract is not renewable.
4. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - A. Terminate the Contract immediately, pursuant to Section K herein;
  - B. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - C. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - D. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act

of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

- 6. Cooperative Contract:** The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a two-percent (2%) administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of fifteen percent (15%) on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

- 7. Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
- 8. County Branding Requirement – Publicity, Literature, Advertisements and Social Media:**
- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
  - B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
    - 1. Administrator/assigned Deputy Purchasing Agent provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a different timeframe for approval is agreed upon by the Administrator/assigned Deputy Purchasing Agent;

2. Unless directed otherwise by Administrator/assigned Deputy Purchasing Agent, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
  - a. any commercial product or service; and,
  - b. any product or service provided by Contractor, unless approved in writing by Administrator/assigned Deputy Purchasing Agent; and,
4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the Administrator/assigned Deputy Purchasing Agent. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.
9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
10. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
11. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.  
  
For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.
12. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, electronic communication, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
13. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
14. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
15. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify

to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.

- 16. Default:** In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications, provided that should the Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**17. Disputes – Contract:**

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County DPA by way of the following process:
1. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

**18. Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

- B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The organization's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
  - 1. Will receive a copy of the company's drug-free policy statement; and
  - 2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- D. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:
- E. The Contractor has made false certification, or
- F. The Contractor violates the certification by failing to carry out the requirements as noted above.

**19. Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

**20. Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 21. Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
- 22. Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
- 23. News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
- 24. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

FOR COUNTY:	COPY TO:
County of Orange	County of Orange
OC Probation – Purchasing Division	OC Probation – Juvenile Hall
1055 N. Main St. 4 <sup>th</sup> Floor	331 The City Drive South
Santa Ana, CA 92701	Orange, CA 92868
Attn: Diana Vo, DPA	Attn: Kerrin Carvo
Telephone: (714) 645-7038	Telephone: (714) 935-6702
Email Address: Diana.Vo@prob.ocgov.com	Email Address: Kerrin.Carvo@prob.ocgov.com
FOR CONTRACTOR:	
Tek84 Inc.	
13495 Gregg Street	
Poway, CA 92064	
Brian Amos	
Phone: 916.606.0733	
Email Address: brian.amos@tek84.com	

- 25. Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
- 26. Price Increase/Decrease:** No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of

cost increases on Contracts prior to any price adjustment. A minimum of thirty (30) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

- 27. Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

- 28. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor. Any attempt by the Contractor to subcontract any performance of this Contract shall be invalid and shall constitute a breach of this Contract.

- 29. Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

- 30. Usage Reports:** The Contractor shall submit usage reports on a quarterly and annual basis to the assigned Project Manager and DPA. The usage report shall be in a format specified by the County.

- 31. Contractor Safety:** Contractor shall comply with County's Safety and Loss Prevention Policy and Procedures #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Prevention Program (IIPP), Jobsite Safety Inspection Checklist, and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

- 32. Security Requirements:** Contractor shall with the respect to all employees of Contractor performing services hereunder:

- A. Perform background checks as to past employment history, Contractor may not rely on Probation's background security clearance (hereinafter "Security Clearance", "Contractor Background Clearance" or "Probation Background Investigation") as set forth in Article 28, Contractor Background Clearance below.
- B. Inquire as to past criminal felony convictions
- C. Ascertain that those employees who are required to drive in the course of performing services hereunder have a valid California driver's license and no DUI convictions within two (2) years prior to commencement of services hereunder.

- 33. Facility Clearance:** Services provided at secure Probation Facilities (Juvenile Hall, Youth Leadership Academy and Youth Guidance Center) will require contractor staff to obtain Facility Clearance in advance. Contractor staff must complete a Facility Clearance Request Form and provide a copy of their valid Driver's License. Facility staff will conduct the check and notify Contractor of the results. In the event circumstances require denial, reason for the denial will not be disclosed to the Contractor or the individual.

--- Signature Page Follows ---

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract No. MA-057-24010214 on the dates shown opposite their respective signatures below.

**TEK84 INC.\***

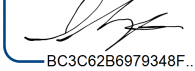
\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. **The first corporate officer signature** must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

Steve Smith

CEO

DocuSigned by:


 BC3C62B6979348F...

Signature

Title

1/23/2024

Date

\* The **second corporate officer signature** must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

Jonathan Shultz

Chief Financial officer

DocuSigned by:


 B6010A432B1F4D4...

Signature

Title

1/24/2024

Date

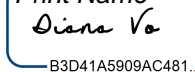
\*\*\*\*\*

**COUNTY OF ORANGE A political subdivision of the State of California**

Diana Vo

Deputy Purchasing Agent

DocuSigned by:


 B3D41A5909AC481...

Signature

Title

1/24/2024

Date



## ATTACHMENT A SCOPE OF WORK

- I. BACKGROUND:** The Orange County Probation Department is a public agency that serves the community using efficient and research supported corrections practices to reduce crime, assist the courts in managing offenders, promoting lawful and productive lifestyles and assisting victims. County is comprised of 22 departments with over 18,000 employees located throughout the County.
- II. INTRODUCTION:** Contractor shall provide Compact Body Scanner to the Orange County Probation Department.
- III. DESCRIPTION OF GOODS AND SERVICES**
- A. Compact Body Scanner to be specially designed for use in correctional facilities.
  - B. Goods shall allow for a detailed examination of the abdominal cavity and natural cavities of the human body without employing specialized medical equipment and provides contraband detection and privacy protection.
  - C. Low X-Ray exposure ratio with multiple scanning modes for a high resolution/maximum security screening.
  - D. Goods must include at a minimum a 24-month parts and labor warranty.
- IV. CONTRACTOR REQUIREMENTS**
- A. Contractor shall possess and maintain all Federal, State and Local permits, licenses and approvals necessary to provide services/goods required for the purchase of Compact Body Scanner. Any associated fees shall be the responsibility of the Contractor. Copies of each may be requested by County.
  - B. Contractor shall have a minimum of ten (10) years of business experience providing Compact Body Scanner, including at least two (2) years' experience with installing, training and servicing the "Goods". Contractor's personnel assigned to service and install shall have at minimum, two (2) years of experience in both areas.
- V. PRODUCT REQUIREMENTS**
- A. Contractor shall:
    - 1. Provide the following minimum product specifications, to include but not be limited to:

### System Requirements

- Subject remains stationary for a 3.8 second fully body scan
- Capacity – The full load rate of the Intercept is 180 scans per hour or 4,320 scans in a twenty-four (24) hour period
- Regulated by FDA
- Ultra-small footprint and safety zone, easy to install and relocate
- Scans Posterior to Anterior in accordance with ANSI/HPS N43-17-2009 Radiation Safety Standard
- ANSI Compliant Certificate Standards:
  - Complies with ANSI/HPS N43.17 2009 (Body Scanner Radiation Safety)
  - Complies with ANSI/IEEE N42.47-2010 (Body Scanner Image Quality)

### Power Requirements

- 100/120/220 VAC
- 50/60 Hz 1000 Watts
- Tolerant of poorly regulated power

Detectability

- Complies with ANSI/IEEE N42.47-2010 (Body Scanner Image Quality)
- Operator and Bystander Radiation exclusion Zone equal to the footprint of the unit 34" x 72".
- Variable Scanning Dose from .25uSv to 2.0uSv
- Three image manipulation styles including – 3D, Hi RES, and DETAIL

Detects Items

- Explosives, detonators, wires, etc
- Narcotics
- Small metallic objects (razors) in body cavities
- Firearms, knives, weapons
- Unconventional weapons (plastic, wood, ceramic)
- Electronic devices
- Food
- Precious stones and metals

B. Include all labor, parts, installation, delivery, freight and training services for Goods purchased.

C. Provide new, not used condition system.

## **VI. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

- Provide products specified herein or otherwise agreed to in writing by County.
- Provide specific hands-on training as well as virtual training(s) for each device being requested.
- Provide onsite assembly and set-up, performed by Contractor's authorized staff, of all equipment within a space designated by County's project manager.

## **VII. EXTENDED WARRANTY FOR REPAIRS AND SERVICING**

Contractor shall:

- Provide initial manufacturer's warranty for a (2) two-year period from the date of acceptance, and equipment manufactured by Contractor shall be free from defects in materials and workmanship.
- Provide warranty repair or replacement within the initial two-year period and include the system sensor head unit (SHU), cables, switches, optical train, and power module.
- Repair units within a (2) two-week time frame subject to Contractor's internal processes and availability of applicable system components and service personnel.
- Technical support, semi-annual preventive maintenance, and software upgrades with no labor, parts or travel costs.
- Provide annual radiation report including unit inspections, operation area inspection and a furnished report for auditing purposes.
- Provide additional (4) four years extended warranty identical to manufacturer's warranty with software support.

## **VIII. LOCATIONS AND HOURS OF OPERATION**

- Contractor shall provide the requested Goods at the following Probation location.

OC Probation – Juvenile Hall
331 The City Drive South
Orange, CA 92868
Attn: Kerrin Carvo
Telephone: (714) 935-6702
Email Address: Kerrin.Carvo@prob.ocgov.com
Business Hours: 8:00 AM – 5:00 PM

- B. Contractor personnel shall arrive at the designated work location no later than fifteen (15) minutes prior to the job start time and remain until dismissed by County. Contractor shall provide a business card and name of the Contractor they are representing.
- C. Contractor shall maintain a telephone answering system, which at a minimum, provides eight (8) hour a day, five (5) day week (Monday thru Friday) coverage from the hours of 8:00 AM to 5:00 PM (PT).
- D. For all general service-related questions, Contractor shall return calls or respond to emails within twenty-four (24) hours (equivalent to one (1) business day) to County regarding requests for service.

## ATTACHEMENT B PAYMENT AND COMPENSATION

- I. COMPENSATION:** This is a fixed-price Contract between County and Contractor for the purchase of Goods and Services.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

**The County shall have no obligation to pay any sum in excess of the flat rates specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions.**

**THIS CONTRACT SHALL NOT EXCEED \$199,522.50**

- II. FEES AND CHARGES:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

**Compact Body Scanner**

LINE ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
01	Compact Body Scanner (includes a 2-year warranty)	1	\$ 139,000.00	\$ 139,000.00
02	Drug Detection Software	1	Included	\$ 0.00
03	Camera System for Scanning Area	1	Included	\$ 0.00
04	Non-Contact Temperature Module	1	\$ 20,000.00	\$ 20,000.00
05	Full Body Scanner Installation ( $\pm$ ½ day install)	1	Included	\$ 0.00
06	Operator Training	1	Included	\$ 0.00
07	Safety Officer Training	1	Included	\$ 0.00
08	Radiation Protection Program	1	Included	\$ 0.00
09	Extended Warranty (3-Years Total) **	3	\$ 8,900.00	\$ 26,700.00
10	Sales Tax (City of Orange, CA 7.75%)*	1	\$ 12,322.50	\$ 12,322.50
11	Shipping and Delivery (from San Diego, CA)	1	\$1,500.00	\$ 1,500.00
	<b>TOTAL</b>			<b>\$199,522.50</b>

\*Only applicable for Taxable items.

\*\*Extended warranty shall be paid annually in advance at \$8,900 per year.

- III. PAYMENT TERMS:** Invoices are to be submitted in arrears to the user agency/department to the bill-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on all invoices. 1) Payment shall be net thirty (30) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements; and 2) for **extended warranty, payments shall be made annually in advance** after satisfactory acceptance by County. If this Contract is terminated for any reason, Contractor shall immediately pay the County one-twelfth (1/12) of the annual maintenance warranty Fee or portion therefore remaining in the Contract term. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

- IV. ELECTRONIC FUNDS TRANSFER (EFT):** The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the department DPA.
- V. TAXPAYER ID NUMBER:** Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
- VI. INVOICING INSTRUCTIONS:** Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice must have a unique number and must include the following information:
  - A. Contractor's name or DBA;
  - B. Contractor's address;
  - C. Contractor's remittance address (if different from line B);
  - D. Contractor's Federal taxpayer's ID number;
  - E. Billed to the County of Orange or Orange County Probation Department;
  - F. Delivery/Service Address
  - G. Invoice number;
  - H. Invoice date;
  - I. Goods/services ordered date;
  - J. Goods/services description; quantity, unit prices;
  - K. Contract Number (MA) Number **MA-057-24010214**;
  - L. Requisition Number: RX 1622513
  - M. Sales tax, if applicable;
  - N. Freight/delivery charges, if applicable; and
  - O. Total Invoice Amount.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Invoices shall itemize all fees, including all applicable Federal, State Tax and/or any other applicable tax and/or environmental fees as separate line items when invoicing.

**Invoice and support documentation shall be mailed to:**

COUNTY OF ORANGE  
 PROBATION: ACCOUNTS PAYABLE  
 PO BOX 10260  
 SANTA ANA, CA 92711-0260

**Or**

**Emailed to [Prob-AP@prob.ocgov.com](mailto:Prob-AP@prob.ocgov.com) (preferred)**

- VII. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.