

**INVITATION TO BID (ITB)**

**SANDOVAL COUNTY DETENTION CENTER  
FULL BODY SECURITY SCREENING SYSTEM**

**NIGP Commodity Codes # 03595 and 99297**



**ITB# FY19-SCDC-01**

**RELEASE DATE: JULY 15, 2018**

**DUE DATE: JULY 25, 2018 BY 3:00 PM (MST)**

# INTRODUCTION

## GENERAL INFORMATION

It is the intent of Sandoval County Detention Center to seek and obtain bids for a full body security screening system. The mandatory specifications are listed in the **Scope of Work**. **NO** deviations from the scope of work will be accepted.

Sandoval County will accept bids until **3:00 pm on July 25, 2018** at the Administration Building, Finance Department: Second Floor, located at 1500 Idalia Rd. NE, Building D, Bernalillo, NM 87004. Sealed Bids **MUST** be clearly marked: **“ITB# FY19-SCDC-01 FULL BODY SECURITY SCREENING SYSTEM** and must be delivered to the Procurement Officer.

## SCOPE OF WORK – THE FOLLOWING SERVICES ARE REQUIRED:

- I. Provide the Sandoval County Detention Center with a Full Body Security Scanner
  - i. X-Ray Generator w/ X-ray shielding case
  - ii. Image Detector w filtration system
  - iii. 3 independent Kv and mA scanning modes
  - iv. Operations interface workstation
  - v. Moveable platform with safety handrail
  - vi. 8GB RAM Memory
  - vii. Two 1T hard drives
- II. Installation and calibration of Full Body Security Scanner
- III. Training operation orientation of the Full Body Scanner
- IV. Minimum 12 month Warranty on parts and labor
- V. Annual service contract to include parts, labor and travel

## TERM OF CONTRACT

The term of this Contract shall commence upon the installation of the Full Body Security Scanner.

## PROCUREMENT CORRESPONDENCE

Sandoval County has assigned a Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Trish Greene, Senior Procurement Specialist  
Address: Sandoval County Finance Department  
1500 Idalia Road NE, Building D  
Bernalillo, NM 87004

Telephone: (505) 404-5873  
 Fax: (505) 867-7605  
 Email: [tgreene@sandovalcountynm.gov](mailto:tgreene@sandovalcountynm.gov)  
 Reference: **FULL BODY SECURITY SCREENING SYSTEM**  
**ITB# FY19-SCDC-01**

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Officer. Bidders may contact **ONLY** the Procurement Officer regarding this procurement.

## **CONDITIONS GOVERNING THE PROCUREMENT**

### **SEQUENCE OF EVENTS**

The Procurement Officer will make every effort to adhere to the following schedule:

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates (Subject to Change)</b>
Issue ITB	Sandoval County	July 15, 2018
Letter of Transmittal Appendix A	Potential Bidders	July 17, 2018
Deadline for Questions	Potential Bidders	July 18, 2018
Response for Questions	Procurement Office	June 19, 2018
<i>Submission of Bids</i>	<i>Potential Offerors</i>	<i>July 25, 2018 by 3:00 pm (MST)</i>
Award of Bid	Sandoval County	TBD

### **EXPLANATION OF EVENTS**

**1. Issuance of ITB**

This ITB is being issued on behalf of the Sandoval County Detention Center.

**2. Submission of Bid (Bid Opening)**

ALL BIDS MUST BE RECEIVED BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME ON **July 25, 2018**. Bids received after this deadline will not be accepted. The date and time of receipt will be recorded on each Bid.

**3. Delivery of Bid**

Bids must be addressed and delivered to the Procurement Officer at the address that is listed on page 2 of this ITB. Bids must be SEALED and LABELED on the outside of the package as to clearly indicate that they are in response to the **ITB# FY19-SCDC-01 FULL BODY SECURITY SCREENING SYSTEM**. Bids submitted by facsimile, or other electronic means, will not be accepted.

#### **4. Finalized Contracts**

The Contract with Sandoval County will be finalized with the most advantageous Bidders as per the Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of Sandoval County. In the event that mutually agreeable terms cannot be reached within the time specified, Sandoval County reserves the right to finalize a Contract with the next most advantageous Bidders without undertaking a new procurement process.

#### **5. Price Agreement Awards**

After review of the Bid Tabulation documents and the signed Contract, Sandoval County will award the Contract as per the Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of Sandoval County. The contract shall be awarded to the Bidders whose Bids are most advantageous to Sandoval County.

#### **6. Protest Deadline**

Any protest by a Bidder must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15 calendar day protest period shall begin on the day following the award of Price Agreement and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day.

Protests must be written and must include the name and address of the protestor and the request for Bid number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Sandoval County.

The protest must be delivered to:

Trish Greene  
Senior Procurement Specialist  
Sandoval County Finance Department  
1500 Idalia Road, Building D  
Bernalillo, NM 87004

Protests received after the deadline will not be accepted.

### **GENERAL REQUIREMENTS**

#### **1. Acceptance of Conditions Governing the Procurement**

Potential Bidders must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a Bid constitutes acceptance of the requirements of this ITB.

#### **2. Subcontractors**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the Contract whether or not subcontractors are used.

Additionally, the prime contractor must receive approval, in writing, from Sandoval County hiring from the Contract, before any subcontractor is used during the term of this agreement.

**3. Amended Bids**

A Bidder may submit an amended Bid before the deadline for receipt of Bids. Such amended Bids must be complete replacements for a previously submitted Bid and must be clearly identified as such in the transmittal letter. Sandoval County personnel will not merge, collate, or assemble Bid materials.

**4. Rights to Withdraw Bid**

Bidders will be allowed to withdraw their Bids at any time prior to the deadline for receipt of Bids. The Bidder must submit a written withdrawal request addressed to the Procurement Officer and signed by the Bidder's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the Bids is governed by the applicable procurement regulations.

**5. Bid Offer Firm**

Responses to this ITB, including Bid prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of Bids or ninety (90) days after the due date for the receipt of a best and final offer, if the Bidder is invited or required to submit one.

**6. Disclosure of Bid Contents**

The Bids will be kept confidential until the Public Bid Opening following Due Date of Bids. At that time, all Bids and documents pertaining to the Bids will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a Bid on which the potential Bidder has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the Bid in order to facilitate eventual public inspection of the non-confidential portion of the Bid. Confidential data is normally restricted to confidential financial information concerning the Bidder's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which a Bidder has made a written request for confidentiality, Sandoval County shall examine the Bidder's request and make a written determination that specifies which portions of the Bid should be disclosed. Unless the Bidder takes legal action to prevent the disclosure, the Bid will be so disclosed. The Bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

## **7. No Obligation**

This procurement in no manner obligates Sandoval County or any of its Divisions or Departments to the use of Bidder's services until a valid written contract is awarded and approved by appropriate authorities.

## **8. Termination**

This ITB may be canceled at any time and any and all Bids may be rejected in whole or in part when a determination is made that such action is in the best interest of Sandoval County.

## **9. Sufficient Appropriation**

Any contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. Sandoval County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **10. Legal Review**

Sandoval County requires that all Bidders agree to be bound by the General Requirements contained in this ITB. Any concerns must be promptly brought in writing to the attention of the Procurement Officer.

## **11. Governing Law**

This procurement and any agreement with a Bidder which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **12. Basis for Bid**

Only information supplied, in writing, by Sandoval County through the Procurement Officer or in this ITB should be used as the basis for the preparation of Bids. Current and updated information regarding this procurement will be available on the Sandoval County website at: [www.sandovalcountynm.com](http://www.sandovalcountynm.com).

## **13. Contract Terms and Conditions**

The contract between an agency and a contractor will follow the format specified by Sandoval County and contain the terms and conditions set forth in the State of New Mexico Procurement Code [Section 13-1-1 to 13-8-1]. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this ITB. The contents of this ITB, as revised and/or supplemented, and the successful Bid will be incorporated into and become part of the contract.

If the Bidder should object to any of the terms and conditions of this ITB, the Bidder must propose a specific alternative language. Sandoval County may or may not accept the alternative language. General references to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to Sandoval County and will result in disqualification of the Bid.

#### **14. Bidder Qualifications**

Sandoval County may make such investigations as necessary to determine the ability of the potential Bidder to adhere to the requirements specified within this ITB. Sandoval County will reject the Bid of any potential Bidder who is not a responsible Bidder or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

#### **15. Right to Waive Minor Irregularities**

Sandoval County reserves the right to waive minor irregularities. Sandoval County also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Bids failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement.

#### **16. Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

#### **17. Right to Publish**

Throughout the duration of this procurement process and contract term, Bidders and contractors must secure from Sandoval County and the Procurement Officer written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Bid or removal from the contract.

#### **18. Ownership of Bids**

All documents submitted in response to the ITB shall become property of Sandoval County.

#### **19. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this ITB shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of Sandoval County and the Procurement Officer.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Sandoval County and the Procurement Officer's written permission.

#### **20. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidder must have a valid e-mail address to receive this correspondence.

## **21. Use of Electronic Versions of this ITB**

This ITB is being made available by electronic means. If accepted by such means, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the ITB. In the event of conflict between a version of the ITB in the Bidder's possession and the version maintained by the Sandoval County Procurement Officer, the version maintained by the Sandoval County Procurement Officer shall govern. Please refer to: <http://sandovalcountynm.gov>.

### **BID FORMAT**

All Bids must be submitted as follows:

Typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

**One (1) original, one (1) copy and one (1) electronic PDF copy will be required with the submission of your bid.**

Quotes: The quote is to include all items covered in the Scope of Work.

Delivery Time: Delivery time stated in the specifications shall apply.

Payment Terms: Bidder must identify the payment terms offered in Bid Documents.

Exceptions to Specifications: There are to be no deviations to this Bid. The Bidder is required to furnish the items exactly as specified and to comply with all other requirements of the ITB.

Any Bid that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

## **SPECIFICATIONS**

### **INFORMATION**

The following specifications are the *minimum acceptable* for the full body security screening system. Delivery of the scanner will be determined once the successful bidder has been released. The County may waive any minor exceptions, if doing so is in its best interest. The County also reserves the right to negotiate options not listed on this solicitation or not initially offered by the vendor, subject to mutual agreement.



## **GENERAL SPECIFICATIONS**

Provide a full body security screening system as stated in the Scope of Work for the Sandoval County Detention Center.

## **REQUIRED DOCUMENTS**

### **LETTER OF TRANSMITTAL**

Bidders must include the Letter of Transmittal Form located in APPENDIX A. The form must be completed and must be signed by the person authorized to obligate the company. The letter of transmittal **MUST** include:

- a) Identify the submitting organization;
- b) Identify the name, title, telephone, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification;
- e) Identify if sub-contractors will be used in the performance of the contract award.
- f) Describe any relationship with any entity with which will be used in the performance of this awarded contract.
- g) Identify the following with a check mark and signature where required:
- h) Explicitly indicate acceptance of the Conditions Governing the Procurement;
- i) Acknowledge receipt of any and all amendments to this ITB.
- j) Be signed by the person authorized to contractually obligate the organization;

### **RESIDENT BUSINESS OR RESIDENT VETERANS PREFERENCE**

To be awarded the points Bidders must include a copy of their preference certificate in this section. In addition for resident Veterans Preference, the attached Certification Form (APPENDIX B) must accompany any ITB and any business wishing to receive the preference **must** complete and sign the form.

Percent of preference will be determined by Bidders that submit the correct documentation. As bid tabulations are tallied, the proper percent of preference will be applied to qualified bids.

### **CONFLICT OF INTEREST: GOVERNMENTAL CONDUCT ACT**

Offerors must include signed and completed Conflict of Interest Form (APPENDIX C) with Proposal Documents. The Offeror warrants that it presently has no interest and shall

not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Bidder must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Bidder's documents. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX D)

# APPENDIX A

## LETTER OF TRANSMITTAL FORM

ITB#: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE BID!

1. **Identity (Name) and Mailing Address** of the submitting organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For the person authorized by the organization to contractually obligate the organization:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized to negotiate the contract on behalf of the organization:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person to be contacted for clarifications:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of this contract OR

The following sub-contractors will be used in the performance of this contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity with which will be used in the performance of this contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7. Please initial:

\_\_\_\_ On behalf of the submitting organization named in item #1, above, I accept the General Requirements governing this ITB.

\_\_\_\_ I acknowledge receipt of any and all amendments to this ITB.

\_\_\_\_\_, 2018  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

## APPENDIX B

### RESIDENT VETERANS CERTIFICATION

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or offer. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Terms of the Resident Veterans Certification Form are inapplicable.

\_\_\_\_\_  
(Signature of Business Representative)\*      \_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or forfeit of award of the procurement involved if the statements are proven to be incorrect.



## **Campaign Contribution Disclosure Form – APPENDIX D**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal

expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)