

CANYON COUNTY PURCHASE AGREEMENT
FOR THERMAL IMAGING KIOSK FOR THE DALE HAILE DETENTION CENTER

CANYON COUNTY, IDAHO

THIS AGREEMENT is made this 6th day of January 2022, between Tek84 Inc., (hereinafter "VENDOR") and Canyon County, a political subdivision of the State of Idaho, having offices at 1115 Albany St. Caldwell, Idaho 83605 (hereinafter "COUNTY").

WHEREAS, COUNTY issued a request for proposals ("RFP") pursuant to procedures provided by Idaho Code Section 67-2806A for the purpose of procuring a Thermal Imaging Kiosk for Dale Haile Detention Center (hereinafter "Product"); and

WHEREAS, COUNTY has determined that VENDOR's proposal to supply the Product met all requirements of the RFP and that funds sufficient to complete the purchase of Product have been duly appropriated for expenditure in FY2022.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. PURCHASE:

- 1.1 COUNTY agrees to purchase Product from VENDOR meeting the specifications and requirements of the RFP and its Attachments, issued by the Board of County Commissioners on November 2, 2021, attached hereto as Exhibit 1. Product will be delivered to the COUNTY within a maximum of 90 days of this date of award of contract, or issuance of a Notice to Deliver by COUNTY, whichever is later.
- 1.2 COUNTY agrees to pay VENDOR for said Product in accordance with the COUNTY's Claim and Payment Procedure the amount of One Hundred Fifty-Four Thousand Dollars (\$154,000.00) as outlined in Attachment 4 to the Tek84 Proposal including a two-year warranty (attached hereto as Exhibit 2). VENDOR shall invoice COUNTY for Product.

2. VENDOR REPRESENTATIONS:

- 2.1 VENDOR guarantees that Product shall meet all specifications and requirements of the RFP and be a good merchantable quality. VENDOR shall be liable to COUNTY for not meeting the specifications and requirements of the RFP.
- 2.2 VENDOR represents that neither it nor any of its principals is related to a County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred. VENDOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

**PURCHASE AGREEMENT FOR
THERMAL IMAGING KIOSK
DALE HAILE DETENTION CENTER**

- 2.3 VENDOR understands that COUNTY is exempt from payment of Federal Excise Tax under Certificate No. 82-6000-290 and none shall be charged to COUNTY.

3. **INSURANCE:**

- 3.1 VENDOR agrees to obtain and keep in force during its acts under this Agreement insurance as required by the RFP, including but not limited to a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which shall name as additional insured and protect COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with VENDOR's acts.
- 3.2 VENDOR shall provide proof of liability coverage, as set forth above, to COUNTY prior to commencing its performance as herein provided, and is required to notify COUNTY ten (10) days prior to cancellation of said policy.
- 3.3 VENDOR shall maintain in full force and effect worker's compensation for VENDOR and any agents, employees, and staff that VENDOR may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

4. **INDEMNIFICATION:**

- 4.1 VENDOR agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of VENDOR, VENDOR's agents, employees, or representatives under this Agreement.

5. **MISCELLANEOUS:**

- 5.1 Time is of the essence in this Agreement.
- 5.2 CONTROLLING LAW: This Agreement shall be interpreted, and rights of the Parties determined, under the laws of the state of Idaho. The venue of any claim, litigation, or cause of action between the Parties shall be in the Third Judicial District Court of the state of Idaho in Canyon County.

- 5.3 LEGISLATIVELY MANDATED CERTIFICATION CONCERNING BOYCOTT OF ISRAEL: CONTRACTOR must select and initial at least one of the following certifications:

☒ Pursuant to Idaho Code § 67-2346, Contractor certifies that it "is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control." The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.

PURCHASE AGREEMENT FOR
THERMAL IMAGING KIOSK
DALE HAILE DETENTION CENTER

☐ Contractor certifies that County's payments under the Contract will not exceed One Hundred Thousand Dollars (\$100,000).

☐ Contractor certifies that Contractor does not employ more than nine persons.

- 5.4 SEVERABILITY: The terms of this Agreement are severable. Should a court of competent jurisdiction decide that any portion of this Agreement is unlawful or invalid, said decision shall only affect those specific sections and the remaining portions of this Agreement shall remain in full force and effect.
- 5.5 TERMINATION: In the event any provision of this Agreement is violated at any time by either party, either party may terminate this agreement by a written notice of termination given to the other party.
- 5.6 ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
- 5.7 ATTORNEY'S FEES: Reasonable attorney's fees shall be awarded to the prevailing party in any action to enforce this Agreement.

Dated this 6th day of January, 2022.

BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO



Commissioner Leslie Van Beek



Commissioner Ken K. Smith



Commissioner Pam White

ATTEST: CHRIS YAMAMOTO, CLERK

By: 

Deputy Clerk

PURCHASE AGREEMENT FOR
THERMAL IMAGING KIOSK
DALE HAILE DETENTION CENTER

Dated this 21 day of DECEMBER, 2021.

VENDOR

Kent E. Smith
(name/title) KENT E. SMITH
VP OF DOMESTIC SALES

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 202__, before me, a notary public, personally appeared _____, known or identified to me to be the _____ for _____, whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.

(S E A L)

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

**PURCHASE AGREEMENT FOR
THERMAL IMAGING KIOSK
DALE HAILE DETENTION CENTER**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA

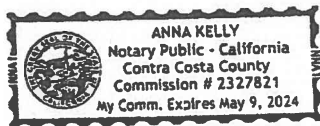
COUNTY OF CONTRA COSTA

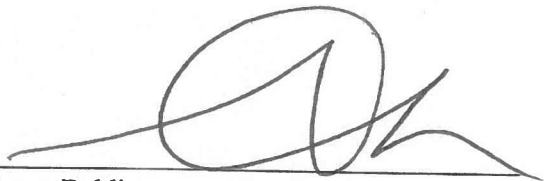
On 12/21/2021, before me, Anna Kelly, Notary Public, personally appeared Kent Edwin Smart

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Notary Public

Optional

This certificate is attached to _____
(title or type of document), of _____ (number) pages.



COUNTY OF CANYON

REQUEST FOR PROPOSALS (RFP)

Thermal Imaging Kiosk for Dale Haile Detention Center

Issued By:

BOARD OF COUNTY COMMISSIONERS

Submit Proposals to:

**Board of County Commissioners
1115 Albany Street
Caldwell, Idaho 83605
Telephone: (208) 454-7507
Fax: (208) 454-7336
bocc@canyonco.org**

Proposals must be received by 8:59 a.m. December 3, 2021

**Return in a sealed envelope marked:
"Request for Proposals for Thermal Imaging Kiosk for Dale Haile Detention Center"**

Proposals received after said time/date will be returned unopened.

TABLE OF CONTENTS

I.	INTRODUCTION	1
A.	Project Overview and Scope.....	2
B.	Selection	2
C.	Scope of RFP	2
D.	Time.....	2
E.	Procedure	2
F.	Pre-Proposal Conference	3
G.	Proposer's Questions	3
H.	Pre-Proposal Protest/Question/Clarification Process	3
	1. Protest of RFP Requirements, Standards, Specifications, or Process.....	3
	2. Questions and Clarifications.....	3
I.	Proposer's Costs	4
J.	Delivery to County	4
K.	Calendar of Events.....	4
L.	Acceptance and Rejection of Proposals.....	4
M.	Disclosure of Proposal Information.....	4
N.	Signature of Proposer's Agent.....	5
II.	PROPOSER INFORMATION	5
A.	Cover Letter	5
B.	Table of Contents.....	6
C.	Overview of Firm	6
D.	Contractor Financial Report	6
E.	Experience	6
F.	List of Similar Contracts.....	6
G.	Customer Reference List	6
H.	Proposer's Staff	6
I.	Statement of Approach	7
J.	Completed Proposal Form	7
K.	Acknowledgment of Receipt of all RFP Addendum	7
III.	EVALUATION PROCESS	7
A.	Introduction.....	7
B.	Validation Against Requirements.....	7
C.	Compliance	7
D.	Correction of Errors	7
E.	Selection	8
F.	Protest of Contractor Award	8

I. INTRODUCTION

Notice is hereby given that Canyon County, Idaho, is requesting proposals for the provision of a thermal imaging kiosk for the Dale Haile Detention Center. The Request for Proposals ("RFP") is intended to serve as a tool by which to evaluate proposals from vendors qualified to provide such services as they pertain to the needs of the County. This RFP may also serve to formalize negotiations to enter an Agreement with the chosen provider or providers, if any. **YOU MUST CAREFULLY READ THIS RFP AND FOLLOW THE INSTRUCTIONS CONTAINED IN IT. YOUR FAILURE TO READ AND CAREFULLY FOLLOW THE INSTRUCTIONS MAY CAUSE THE COUNTY TO REJECT YOUR PROPOSAL.**

This is a Request for Proposals, and is not an Invitation for Bids.

The projected beginning date of the services for which proposals are being requested is within 90 days of contract execution. This project is being directed by:

Canyon County
Captain Harold Patchett, CCSO
1115 Albany Street
Caldwell, ID 83605
Email: hpatchett@canyonco.org

The County's selection, if any, will be based on the Proposer's RFP response and ability in that response to demonstrate its capabilities to meet the needs of Canyon County. Canyon County will evaluate the Proposers based on, but not limited to, the following:

- Responsiveness to the RFP Requirements;
- The ability, capability and skill of the Contractor to perform the contract to provide the services required;
- Preference will be given to Proposers with a presence in Canyon County;
- References of the Contractor;
- Options and flexibility;
- The character, integrity, reputation, judgment and efficiency of the Contractor;
- The quality of performance of previous contracts or services;
- The number and scope of the conditions attached to the proposal;
- The proposing firm, its principals and subcontractors are current on all obligations to Canyon County;
- Other factors, as deemed important, in the County's sole discretion.

The following information must be submitted as part of your proposal:

- Acknowledgement of receipt of all RFP addenda, specifically referencing each addendum by date;
- Completed Proposal Form (Attachment 1);

REQUEST FOR PROPOSALS
THERMAL IMAGING KIOSK
FOR DALE HAILE DETENTION CENTER

- Completed Non-Collusion Affidavit (Attachment 2);
- Completed Background Questionnaires (Attachment 3);
- Responses to all requirements of this RFP and addenda;
- References; and
- Resumes of company executives and project managers.

Any proposal that does not provide a response to each of the required sections may be rejected as nonresponsive.

A. Project Overview and Scope

Canyon County desires to contract with a vendor to provide a thermal imaging kiosk for the Dale Haile Detention Center.

Scope of functions requirements:

- Fit in 10'WX12'D X8'H room with area for staff to move around the machine.
- Complete a full body scan with detection of major contraband (drugs, weapons, razor blades, needles, cell phones).
- Installation / set up by vendor.
- Training provided by vendor for operators.
- Available additional warranty.
- Meet [American National Standards Institute](#) (ANSI) safety guidelines.
- The ability to zoom in on any body part.
- Use standard power.
- Data preservation availability.

B. Selection

The County will rank proposals in order of preference pursuant to the County's criteria contained within this RFP at Section III, subsection E.

C. Scope of RFP

This RFP contains the instructions governing the requirements for submission of proposals by interested parties, the materials to be included therein, the other requirements that must be met, and the Proposer's responsibilities before and after installation.

D. Time

All references to the hours of a day shall refer to Caldwell, Idaho time.

E. Procedure

Sealed proposals submitted pursuant to this RFP must be received by the office of the Board of County Commissioners, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho, 83605, no later than 8:59 a.m. December 3, 2021. Three (3) paper copies of the proposal and one (1) digital "pdf" copy must be supplied at the time of submission. Late proposals will not be

accepted, opened, or considered. Each proposal shall include the legal name of the Proposer and a statement indicating whether the Proposer is a sole proprietor, a partnership, a corporation or other legal entity, and shall be signed by the person or persons legally authorized to do so.

F. Pre-Proposal Conference

A pre-proposal conference will be held at 9:00 a.m. November 16, 2021 beginning in the Board of Commissioners' meeting room, First Floor, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho. Proposers will be afforded the opportunity to meet with County personnel and discuss the content of the RFP in further detail. It is highly recommended that Proposers attend the Pre-Proposal Conference.

G. Proposer's Questions

Written, signed questions in response to this RFP must be received at the office of the Board of County Commissioners, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho, 83605, no later than 1:00 p.m. November 18, 2021. Proposers may submit questions/clarifications via U.S. Mail or email to bocc@canyonco.org. No facsimile questions/clarification will be accepted. The County will respond to timely submitted questions by issuing addendum(s) to this RFP in accordance with the Calendar of Events included in this RFP.

No verbal answers will be binding on the County, and must be reduced to writing on County letterhead to have effect.

H. Pre-Proposal Protest/Question/Clarification Process

1. Protest of RFP Requirements, Standards, Specifications, or Process

Any Proposer who wishes to protest the requirements, standards, specifications, or process outlined in this RFP may submit a written, signed notification to the Clerk of the Board of County Commissioners, via U.S. Mail at 1115 Albany Street, Caldwell, Idaho 83605 or by email at bocc@canyonco.org, to be received no later than 1:00 p.m. November 18, 2021. No facsimile protests will be accepted. The notification shall state the exact nature of the protest, describing the location of protested portion or clause in the proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Commissioners may deny the protest, require that the proposal be modified, modify the proposal, and/or reject all or part of the protest.

2. Questions and Clarifications

Questions or clarifications to the RFP will be considered only if they are submitted in writing and received by Clerk of the Board of County Commissioners via U.S. Mail at 1115 Albany Street, Caldwell, Idaho 83605 or via email at bocc@canyonco.org no later than 1:00 p.m. November 18, 2021. No facsimile questions or clarifications will be accepted. All clarifications and answers will be addressed as a written addendum to the proposal. No verbal clarifications or answers will be binding on the County or the Proposer.

I. Proposer's Costs

Costs for preparing and presenting proposals are entirely the responsibility of the Proposer and shall not be chargeable to the County.

J. Delivery to County

It is the Proposer's responsibility to ensure that proposals are received on time. No facsimile or emailed proposals will be accepted.

K. Calendar of Events

The follow is a schedule of events concerning the proposal process: (Note: Unless specifically provided otherwise, all events prior to November 29, 2021 will take place in the Commissioners' Meeting Room on the first floor of the Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho 83605. After November 29, 2021 events will be held in the Canyon County Administration Building 111 N. 11th Avenue in Caldwell, Idaho).

1. Distribution of the RFP.....9:00 a.m., November 2, 2021
2. Publication of Legal Notice.....November 7, 2021 and November 14, 2021
3. Pre-Proposal Conference.....9:00 a.m. November 16, 2021
4. Questions/Clarifications and/or Written Objections to Specifications and/or Procedures Due.....1:00 p.m. November 18, 2021
5. Addendum No. 1.....9:00 a.m. November 29, 2021
6. Proposals Due.....8:59 a.m. December 3, 2021
7. Proposals Opened.....9:00 a.m. December 3, 2021
8. Written Recommendation from Sheriff.....9:00 a.m. December 6, 2021
9. Board Notice of Intent to Award Contract
(tentative).....9:00 a.m. December 9, 2021
10. Objections to Award (due within seven days of award
tentative).....9:00 a.m. December 16, 2021

L. Acceptance and Rejection of Proposals

The County reserves the right to reject any or all proposals, or any part thereof, to accept the proposal that is in the best interest of the County, as determined by the Board of County Commissioners. The County's decision shall be final in all respects. The County's waiver of a minor defect shall in no way modify the RFP or excuse the Proposer from full compliance with its specifications. The County reserves the right to let separate contracts on any aspect of the Project.

Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, such proposal shall be rejected.

M. Disclosure of Proposal Information

As provided in the RFP, discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. After the

opening of the proposals by the County, the proposals, except for financial information deemed confidential by the Proposer, shall be considered "public records" as defined in I.C. § 74-101 and shall be available, if requested, for public inspection pursuant to I.C. § 74-102. The proposer must separately seal any financial information the Proposer deems confidential, and by submitting a proposal agrees to indemnify and hold harmless Canyon County for barring this confidential material from public inspection.

N. Signature of Proposer's Agent

Each proposal and any clarification to that proposal shall be signed by an officer of the Proposer company or a designated agent empowered to bind the firm in a contract.

II. PROPOSER INFORMATION

We are seeking a proposal that best meets the needs of the County as stated in this RFP. The various sections of this RFP are intended to provide each potential Proposer with the opportunity to document/demonstrate its qualifications and the suitability of its proposed solution to the County's identified need.

Proposals must adhere to the structure outlined in the RFP. Proposals that do not adhere to the structure may be disqualified from review.

The structure of the proposal shall be as follows:

A. Cover Letter

1. Use your firm's letterhead. Address the cover letter to:

Board of County Commissioners
Canyon County Courthouse
1115 Albany Street
Caldwell, Idaho 83605

2. Identify the submitting firm by name, main business office, field office conducting work (if applicable), and contact person.
3. Identify the firm's parent corporation by name and business location. If the firm has no parent corporation, state that this is the case. State whether you have read the RFP and are prepared to comply with contractual requirements.
4. Include a brief statement of the firm's understanding of the work to be accomplished.
5. Prove any additional explanatory information you believe will be necessary or helpful.

6. Signature of Company Principal authorized to sign contracts.

B. Table of Contents

C. Overview of Firm

1. Briefly summarize the history of your firm.
2. Describe the management structure of your firm. If it is responsible to a board of directors, include their names.
3. Disclose any claims or unresolved claims currently ongoing or pending, and/or any potential or anticipated litigation.

D. Contractor Financial Report

The Proposer must provide a copy of its most recent corporation annual report. If no annual report is available, the Proposer must provide the latest audited financial report prepared by a certified public accountant. In no case shall the Proposer's accounts payable be in arrears greater than thirty (30) days. If this information is considered confidential by the Proposer, it will be clearly labeled as such and presented in a separate sealed envelope with the RFP response package. See Section I. M. (Disclosure of Consultant Confidential Information) of this RFP.

E. Experience

Describe the expertise your firm has to provide a thermal imaging kiosk that meets the County's needs. Please include a short discussion of technical qualifications, awards, publications, studies, typical projects, etc. that demonstrate a thorough knowledge and professional competence.

F. List of Similar Contracts

Describe local, regional or national projects of a similar size and scope in which the Proposer has been involved.

G. Customer Reference List

The Proposer will provide a list of customers who have used your services. Customers on each Proposer's list (and any other the County may select) may be contacted. The customers will be interviewed in multiple areas including but not limited to the ability, capability, and skill of the Proposer to perform the contract or provide the services required, the character, integrity, reputation, judgment and efficiency of the Proposer. The majority of the customers must respond positively in order for the Consultant to be successful in this portion of the valuation.

Please provide references, names, addresses and phone numbers of firms that have dealt with designated team individuals on at least three (3) other similar projects.

H. Proposer's Staff

Identify the specific qualifications of the people who will actually perform the project and the firm's ability to manage multiple projects simultaneously. All consultant's personnel with

professional licensure, certification, or registration must be licensed to practice in the State of Idaho or work under the direct supervision of a professional licensed in the State of Idaho.

I. Statement of Approach

The proposal should be clear and to the point. How will your firm's solution to the County's need, as articulated in this RFP, be created and executed? What services will be offered, and how?

J. Completed Proposal Form

K. Acknowledgment of Receipt of all RFP Addendum

Provide, in writing, an acknowledgment of all addendum to the RFP, specifically referencing each addendum by date.

III. EVALUATION PROCESS

A. Introduction

All proposals received in response to this RFP will be evaluated by the Canyon County Sheriff's Office to determine which proposal, if any, meets the County's needs.

B. Validation Against Requirements

All proposals submitted will be check in detail for compliance with the mandatory requirements set forth in this RFP.

During the validation process, the County may find it necessary to request additional information from the Proposer.

C. Compliance

Each proposal will be evaluated to determine its responsiveness to the requirements specified in this RFP (See Attachment 4).

D. Correction of Errors

If errors are found in a proposal, the County may reject the proposal; however, the County may at its sole option, correct arithmetic or transposition errors on the basis that the lowest level of detail will prevail in any discrepancy.

In the event of a discrepancy between the quantities cited in the narrative description and proposed contract quantities and information submitted for evaluation purposes, the quantities cited in the narrative shall govern the quantities and summarization shall be recomputed accordingly.

E. Selection

The proposals will be ranked based on the points assigned to each item listed below.


- | | |
|---|-----------|
| 1. Compliance with RFP requirements: | 5 points |
| 2. Experience: | 25 points |
| 3. References: | 10 points |
| 4. Statements of Approach | 25 points |
| 5. Cost: | 25 points |
| 6. Perceived congruence of Proposer's solution with the County's needs: | 10 points |

F. Protest of Contractor Award

Any actual Proposer who is aggrieved in connection with the award of the contract may submit a protest in writing to the Clerk of the Board County Commissioners via U.S. Mail at 1115 Albany Street, Caldwell, Idaho 83605 or via email at hccc@canyonco.org. No facsimile protests will be accepted. The protest shall be submitted within seven (7) calendar days after the County gives notice of intent to award the contract to a named vendor. The notice of intent to award the contract precedes the signing of a contract with the chosen Vendor. The protest must set forth in specific terms the alleged reason the contract award is unlawful or in violation of process or clearly expressed public policy.

This RFP is issued this 2nd day of November, 2021.

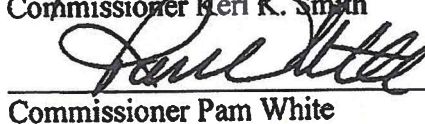
BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO



Commissioner Leslie Van Beek



Commissioner Keri K. Smith



Commissioner Pam White

ATTEST: CHRIS YAMAMOTO, CLERK

By: 

Deputy Clerk

REQUEST FOR PROPOSALS
THERMAL IMAGING KIOSK
FOR DALE HAILE DETENTION CENTER

PROPOSAL FORM

Project Identification: Request for Proposals for Thermal Imaging Kiosk for Dale Haile Detention Center

This Proposal Is Submitted To:

Mailing: Canyon County Commissioners
1115 Albany Street
Caldwell, ID 83605

Physical: Canyon County
1115 Albany Street
Caldwell, ID 83605

1. PROPOSER'S DECLARATION AND UNDERSTANDING

- 1.1. This proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person, firm, or corporation to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over County. Proposer further certifies that none of its principals are related within the second degree of kindred to a member of the Canyon County Board of County Commissioners or other Canyon County Elected Official.
- 1.2. By submitting this proposal, Proposer agrees that costs for developing its submittal is entirely the responsibility of the Proposer and agrees that the contents of the submittals, suggested approaches contained therein, and any supporting analysis will become the property of Canyon County.

2. ADDENDA

Proposer hereby acknowledges that it has received and read the RFP, along with Addenda No. ADDENDUM 1, _____, _____, (Proposer shall insert number of each Addendum received) and agrees that Addenda issued are hereby made part of the RFP Documents, and Proposer further agrees that this proposal includes impacts resulting from said Addenda.

3. PROPOSER

An Individual:

By: _____

Individual's Name & Signature

A Partnership:

By: _____

Partnership Name

Name & Signature of General Partner

Title

A Corporation:

By:

TEK 84
Corporation Name

DELAWARE
State of Incorporation



Kent Licht
Name & Signature of Person Authorized to Sign

VP OF DOMESTIC SALES
Title

A Joint Venture:

By:

Business Name

Name & Signature of Person Authorized to Sign

By:

Business Name

Name and Signature of Person Authorized to Sign

Each joint venturer must sign. The manner of signing each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

All Proposers:

Name, Phone & Fax Numbers and Address for receipt of official communications and for additional information on this Proposal:

KENT SMART, 13495 GREGG ST, POWAY, CA 92064

SUBMITTED ON: DEC 22, 2021.

Name & Signature of General Partner

Title

A Corporation:

By:

TEK 84
Corporation Name

DELAWARE
State of Incorporation

By:

Kent L. Lint
Name & Signature of Person Authorized to Sign

VP OF DOMESTIC SALES
Title

[Corporate Seal]

A Joint Venture:

By:

Business Name

Name & Signature of Person Authorized to Sign

By:

Business Name

Name and Signature of Person Authorized to Sign

Each joint venturer must sign. The manner of signing each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

NON-COLLUSION AFFIDAVIT

RFP FOR THERMAL IMAGING KIOSK FOR DALE HAILE DETENTION CENTER

STATE OF CALIFORNIA)
) ss
COUNTY OF CONTRA COSTA)

KENT SWART, being first duly sworn,
deposes and says that he is VICE PRESIDENT-DOMESTIC SALES of
(sole owner, a partner, president, secretary, etc.)

TEK 84 INC. the party
making the foregoing proposal; that such proposal is not made in the interest of or on behalf of
any undisclosed person, partnership, company, association, organization, or corporation; that such
proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly
induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or
indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a
sham proposal, nor that anyone shall refrain from proposing; that said Proposer has not in any
manner, directly or indirectly, sought by agreement, communication, or conference with anyone
to fix the proposal amount of said Proposer or any other Proposer, nor to fix any overhead, profit,
or cost element of such proposal, nor of that of any other Proposer, nor to secure any advantage
against the public body awarding the Contract or anyone interested in the proposed Contract; that
all statements contained in such proposal are true; and, further, that said Proposer has not directly
or indirectly, submitted his proposal or any breakdown thereof, nor the contents thereof, nor
divulged therewith to any corporation, partnership, company, association, organization, bid
depository, nor to any member or agent thereof, nor to any other individual except to such person
or persons as have a partnership or other financial interest with said Proposer in his general
business.

Signed: [Signature]

Title: VP DOMESTIC SALES

Subscribed and sworn to before me this 22 day of DEC, 2021.

(SEAL)

PLEASE SEE ATTACHED
NOTARY CERTIFICATE

Notary Public for _____
Residing at: _____
My Commission Expires: _____

California Jurat

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

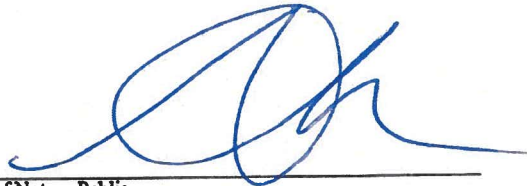
State of California

County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 22nd day of Dec, 2021,

by Kent Edwin Smart
Name of Signer(s)

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



Signature of Notary Public



Place Notary Seal Above

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ No. of Pages: _____

Signers(s) Other Than Named Above: _____

BACKGROUND QUESTIONNAIRE

DETENTION CENTER MEDICAL SERVICES

TO BE COMPLETED BY ALL INDIVIDUALS WISHING TO ENTER
THE PROJECT SITE FOR ACTIVITIES

READ CAREFULLY: ALL QUESTIONS MUST BE
ANSWERED. ANY OMISSION OR FALSIFICATION
WILL BE CONSIDERED SUFFICIENT REASON FOR
PERMANENT DENIAL OF ALL PRIVILEGES.

WARNING:

1. Being in possession of or under the influence of alcohol, drugs, or any other intoxicating substances while on the premises will result in removal from the premises and/or arrest.
2. Being in the possession of a firearm will result in permanent removal from the work site.
3. Any person wishing to enter the project site may be subject to search prior to entering the project site.

PLEASE PRINT OR TYPE LINES 1 THROUGH 12, AND SIGN IN INK. CHECK MARK
APPROPRIATE BOXES.

1. COMPLETE NAME:

KENT EDWIN SWART

2. OTHER NAMES USED:

3. DATE OF BIRTH:

11/08/1960

4. RACE: W

SEX: M

5. EYES: BROWN HAIR: GRAY HEIGHT: 6'0" WEIGHT: 200

6. SOCIAL SECURITY NUMBER: 074-40-3882

7. PRESENT ADDRESS: 10 LA NOCHA, ORLANDO, CA 94563
8. PRESENT HOME PHONE: 925-386-0959
9. MESSAGE PHONE: CELL PHONE: 925-548-4550
10. OTHER STATES RESIDED IN: OHIO, + 9 OTHERS OVER 20 YEARS AGO
11. DRIVER'S LICENSE NO. AND ISSUING DATE: C4770245 CA
12. HAVE YOU BEEN ARRESTED BEFORE? YES NO X

IF YES, FELONY? AND/OR MISDEMEANOR?

13. STATE REASONS AND INCLUDE WHEN AND WHERE THE INCIDENT OCCURRED:

N/A

12. COMPANY / ORGANIZATION YOU ARE WORKING FOR WITH PHONE NUMBER: TEK 84 925-548-4550

13. AUTHORIZATION TO RELEASE INFORMATION AND INVESTIGATE:

As an individual wishing to enter the project site, I understand that I am required to furnish the above information. In this regard, I hereby authorize Canyon County Sheriff's Office to make any and all appropriate inquiries regarding or related to the above described matters and I further authorize those persons or organizations selected by Canyon County to release any and all information of a confidential or privileged nature to the Sheriff's Office.

I hereby release Canyon County, and others, from any liability or damage which may result in the furnishing of the information requested. I understand that this release binds me, my heirs, representatives, executors, administrators, assigns and my successors.

Dated this 22 day of DEC, 2021
~~2019~~

Signature [Signature]

I CERTIFY THAT THE ABOVE LISTED INFORMATION IS TRUE AND CORRECT.

SIGNATURE: Kent Smart DATE: 12/22/21

SUBMITTED BY: Kent Smart

APPROVED _____ DENIED _____

BY: _____ DATE: _____

NCIC CHECK CLEAR? YES _____ NO _____

OPERATOR:

ATTACHMENT 4



Board of Canyon County Commissioners
1115 Albany Street
Caldwell, ID 83605

29 Nov 21

Quo 2021-05-55R1

Please see the quotation below for the Tek84 Intercept Whole Body Scanner with Thermal Scanner Integrated.

Qty	Part Number	Description	Net Ea	Ext. Price
1	SSD-017-1102	Tek84 Intercept Whole Body Security Scanning System	\$139,000.	\$139,000
		High Strength Aluminum Unibody Frame 160Kv Monoblock Oil Cooled Generator 34" x 72" x 90" (79" top removed) foot print 4 Second Scan Time Variable Scanning Dosage from .25uSv to 2.0uSv Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor PC with Windows Operating System and two(2) 1TB Hard Drives RAID 1,000,000 image storage capacity		
		Transportable on Built In Heavy Duty Caster System With Corner Mounting Feet 16 Million Gray Scale Levels OPTIONAL 110V/60hz 1Kva	\$20,000	\$20,000
1	SSD-017-9950	FDA Approved Integrated Thermal Camera for temp. data		
1	INT- Shipping	Freight from San Diego, CA to Canyon County ID,	INC	\$INC
1	INT- TRAINING	2.5 Days Formal On Site Operator Training per unit	INC	INC
1	TEK NET - INCLUSIVE OF INTERCEPT MANAGER REMOTE PC	OPTIONAL TekNET Network attached Storage Device that speaks to JMS for such items as subject name and identifying unique number. <u>INTERCEPT MANAGER PC included</u> . Data drops, and router, not included. Software will be added to PC prior to shipment. Additional 13MM image storage in tertiary location.	\$13,950	\$13,950
1	INT-WARRANTY-3	Three Year Parts and Labor on Entire System from time Of Delivery.	\$INC	\$INC
TOTAL			\$139,000/\$172,950	

Additional Warranty available at \$7500 per year if purchased with unit.

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

Quote Expiration: Mar 3, 2022
FOB: Destination- Canyon Cty, ID
Terms: Net 30 Days
Taxes: ADD as Necessary at or provide exemption certificate

Accepted By: _____
Printed Name and Title: _____
Authorized Signature: _____
Date: _____

Tek84:
Kent E Smart, NA VP of Sales, kent.smart@tek84.com
Authorized Signature: Kent E Smart
Date: 11/29/2021

13495 Gregg Street
Poway, CA 92064
Phone: 858-676-5382
www.Tek84.com