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PHYSICAL LOCATION

Montgomery County
Administrative Building, Annex III
101 S. Lawrence Street
Montgomery, AL 36104

PURCHASING DEPARTMENT

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

**INVITATION TO BID
MOBILE FINGERPRINT COLLECTION DEVICES &
FINGERPRINT IDENTIFICATION SOFTWARE FOR
MOBILE DEVICES**

Bid Date: February 17, 2021	Bid Number: 52110-21B-013	Return Quotation By: March 4, 2021 10:00 a.m. CST
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Please submit a sealed price quotation on the items listed herein. (**Faxed bids will not be accepted.**) The submissions will be received at the Purchasing Department Office, 101 S. Lawrence Street until the date and time shown above, and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return.

Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent.

The Montgomery County Commission reserves the right to award this bid on an all or none basis, to refuse all bids, and to waive technicalities.

Questions regarding this bid should be directed to, Myrtle Singleton, Administrative Services Manager, Montgomery County Administrative Building Annex I, 100 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-7705.

Florence M. Cauthen
County Administrator/Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. The bid number must appear on the outside of the bid envelope.
2. No oral, telephonic, facsimile, modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.
3. Three (3) no responses to invitation to bid will be reason for deletion of bidder's name from the bid list. Once deleted from bid list, bidder's name may be returned to bid list with a written request from the bidder.
4. Bidders must submit an original and one (1) copy of its bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the company, and submitted with the bid response. **Bid forms that are not signed will be disqualified.**
5. All pricing shall be F.O.B., Montgomery, Alabama. Deliveries shall be to the site and designated location of the ordering department listed on the purchase order. The bid price shall include all freight/delivery, fuel, surcharge, handling, packaging, services charges, paid by the vendor.
6. Bidders must attach to bid a copy of a current City of Montgomery business license and Montgomery County business license, if required by law, and shall be current on payment of all city and county sales taxes. **If vendor is not required to have a City of Montgomery Business license or a Montgomery County business license, vendor must specify why license is not required.**
7. Bidders having a place of business within the legal boundaries of Montgomery County shall be given a 5% preference over vendors located outside of the legal boundaries of Montgomery County. Separately, the Montgomery County Commission reserves the right to award the bid to a local responsible bidder or to a responsible bidder within the state that is a woman-owned, a minority-owned, a veteran-owned or a disadvantaged-owned business enterprise if the bid is within 10% of a foreign entity's bid. A foreign entity is a business that does not have a place of business within the State of Alabama
8. The successful bidder awarded the contract/ purchase order must provide documentation of its enrollment in the e-verify program. Successful bidder will maintain such insurance as will protect him and Montgomery County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death which may arise from operations under the contract.
9. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall

endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

10. If a bidder desires to protest a bid, a formal written protest shall be submitted to the Administrator/Purchasing Agent within five (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's Office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest, or it will not be accepted.

Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest to the bid and/or request for proposal process.

The formal written protest shall state with particularity the facts and law upon which the protest is based. Within 30 calendar days of receipt of the timely filed, formal written protest, the Administrator/Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with the *Code of Alabama 41-16-31*.

11. The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
12. The selected vendor affirms that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama for the duration of the agreement. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
13. The Montgomery County Commission is committed to increase participation by Minority and Women-Owned Businesses (M/WBs) in the procurement process in

Montgomery County; to ensure equal opportunity for M/WBs to participate in the procurement process; to prohibit discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the procurement process; and to achieve a minimum of 30% participation by M/WBs in the procurement process in Montgomery County.

Montgomery County Commission may review bidder's qualifications and references as it deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request.

14. Montgomery County Commission reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the bid.
15. While the bid award may be made to the lowest bidder meeting all specifications, Montgomery County Commission will not award the bid on the basis of the low bid only. Quality, conformity with specifications, terms of delivery, past service history, and experience are among factors that may be considered in determining the lowest responsible bidder.
16. Montgomery County Commission reserves the right to award the bid in any manner that is in the best interest of the County.

SPECIAL PROVISIONS

Montgomery County Commission is accepting bids for the purpose of purchasing twelve (12) NeoScan 45s with ID Check SW Licenses

1. Bidder shall give a unit price. The price shall include all applicable charges, destination charges, delivery charges, title fees, rebates and any other similar cost and refunds on the vehicle. The purchase price shall not include extended warranty cost.
2. The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but solely for the purpose of indicating the type, size, and quality of equipment considered best adapted to Montgomery County Commission.
3. Bidder must ensure that the NEC Neoscan Equipment offered is compatible with the current NEC facial recognition and fingerprint equipment that is being implemented by the Alabama Law Enforcement Agency in January 2021.
4. Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.
5. Bidder must provide a 24 X 7 annual maintenance support agreement along with a complete explanation of the agreement with their bid.
6. Delivery shall be as soon as possible but not more than sixty (60) days after receipt of order to Montgomery County Sheriff's Office, 100 South Lawrence Street, Montgomery, AL 36104.
7. Montgomery County Commission reserves the right to order more NeoScan 45s Scanners and Licenses as needed, at prices quoted. Prices quoted shall remain firm until September 30, 2021.

**SPECIFICATIONS FOR TWELVE (12)
NEOSCAN 45S**

	Comply		Exceptions to Specifications
	Yes	No	
From Factor			
Biometric Capture Peripheral	☐	☐	_____
Size			
3.2 in X 6.8 in. X 0.7 in	☐	☐	_____
Weight			
9 oz.	☐	☐	_____
CPU			
ARM Cortex -A5 536 MHz	☐	☐	_____
Operating Systems			
Embedded Linux V3.6.9	☐	☐	_____
Memory and Storage			
768 MB	☐	☐	_____
Functional Command & Control			
Flat, Slap and Rolled Fingerprint Capture	☐	☐	_____
Magnetic Stripe-3 Track Reading	☐	☐	_____
Status LEDs: Battery, Wireless, Data, Reading & Image Capture	☐	☐	_____
Command Buttons: Power, Scan, Add New & Skip	☐	☐	_____
Networking			
Wireless LAN 802.11b/g/n	☐	☐	_____
Bluetooth Class 1 Version 2.1 + EDR	☐	☐	_____
Micro USB 2.0(for power control) OS Compatibility	☐	☐	_____
Android V4 V5, V6, V7, V8 and V9	☐	☐	_____
Apple iOS V10, V11 and V12	☐	☐	_____
Microsoft Windows 7, 8.1, and 10	☐	☐	_____

	Comply		Exceptions to Specifications
	Yes	No	
Environment			
Operating Temperature 32 °F to 105 °F (0°C to 40°C)	☐	☐	_____
Storage Temperature -10°F to 140°F (-23°C to 60°C)	☐	☐	_____
Humidity 10-95% RH (non-condensing)	☐	☐	_____
Certifications			
Apple MFi (PPID 223703-0001)	☐	☐	_____
FBI IQS Appendix F to FAP 45 and PIV	☐	☐	_____
CE Emissions: EN 55022:2006 Class A	☐	☐	_____
CE Immunity EN 55204:1998/A1:2001/A2:2003, IEC 61000-4-2	☐	☐	_____
FCC Certifications FCC Part 15 Class A	☐	☐	_____
RoHS2 and WEEE Complaint to RoHS2 Directive 2011/65/EC	☐	☐	_____

**SPECIFICATIONS FOR TWELVE (12)
ID CHECK PLUS**

	Comply		Exceptions to Specifications
	Yes	No	
Integrate with Mobile Capture Devices	☐	☐	_____
Works with NeoScan 45S	☐	☐	_____
Connects using Either Bluetooth or Wi-fi to Support All Fingerprint Capture Types	☐	☐	_____
Ability to Scan One or Multiple Fingers of the Person in Question	☐	☐	_____
Supports Microsoft Windows platforms capable of Running the .NET framework, Windows 7, Windows 8.1 and Windows 10	☐	☐	_____
Automatically Scans Fingerprints and Packages Data in Either an NEC Propriety Format or NIST- Approved Format	☐	☐	_____
Allows AFIS or MBIS searches to any biometric Database	☐	☐	_____
Fingerprints, Mugshots and Demographic Information Can be Transmitted Over a Wireless Network Directly to and from a Central AFIS or MBIS Site or Central Database for Identification	☐	☐	_____
Allows Law Enforcement Officers in Remote Locations to Collect, Forward and Retrieve Valuable Information	☐	☐	_____
Annual 24 X 7 Maintenance Support	☐	☐	_____

Bid Submittal

Item No.	Quantity	Description	Unit Price	Total Cost
1.	12 Each	NeoScan 45s Scanners	\$ _____	\$ _____
2.	12 Each	ID Check Client License	\$ _____	\$ _____
3.	1 Each	Annual 24 X 7 Maintenance Support	\$ _____	\$ _____

Total Cost Items 1-3 \$ _____

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company.

Vendor Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Is the Company Minority Owned: _____ Yes _____ No

Is the Company Veteran Owned: _____ Yes _____ No

Is the Company Disadvantaged Owned: _____ Yes _____ No

Is the Company Owned By: _____ Female _____ Male _____ Both

Is the Company Incorporated: _____ Yes _____ No

Ethnicity of Ownership:

_____ African American

_____ American Indian

_____ Asian American

_____ Disabled

_____ Hispanic

_____ Other (Please Specify) _____

Official Signature

Printed Name and Title

Date: _____

RESPONSE FORM TO BE ATTACHED TO BID

Company Name _____

Federal I.D. # _____

Mailing Address _____

Phone Number _____

Email Address _____

Quote F.O.B. _____

Terms of Payment _____

Delivery Date _____

Official Signature

Printed Name and Title