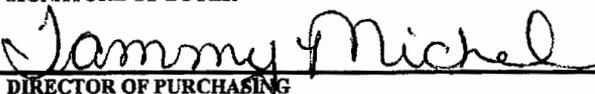




NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

SOLICITATION NUMBER RFPC30034901700093	CONTRACT TITLE Package X-Ray Machines
CONTRACT NUMBER CC170093001	CONTRACT PERIOD November 21, 2016 through November 20, 2017
REQUISITION/REQUEST NUMBER NR 931 YYY16709118	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 2229648230 1 / MB00103951
CONTRACTOR NAME AND ADDRESS Autoclear LLC 18 Carlisle Road Hawthorn Woods, IL 60047	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections Various Locations
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The Best and Final Offer #001 dated 11/3/16, and the original proposal dated 8/9/16 proposal submitted by Autoclear LLC in response to SOLICITATION OPPORTUNITY (OPP) NO. RFPC30034901700093 is accepted in its entirety.	
BUYER Tammy Michel	BUYER CONTACT INFORMATION Email: tammy.michel@oa.mo.gov Phone: (573) 751-3114 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 11/17/16
DIRECTOR OF PURCHASING  Karen S. Boeger	

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U.S. Canada France UK UAE Japan Latin America Singapore Spain

November 3, 2016

Tammy Michel
State of Missouri
Division of Purchasing
301 High Street, Room 630
Jefferson City, MO 65101

Re:RFPC30034901700093 BAFO

I am pleased to submit this Best And Final Offer for Package X-ray Machines for the Missouri Department of Corrections.

The following items are enclosed:

Signature Page for the BAFO.

Identified Deficiencies and Areas of Concern/Clarifications

Both issues are addressed and supporting documentation is attached. Autoclear fully complies with both specifications.

Revisions

The revisions made do not affect our submittal.

Pricing

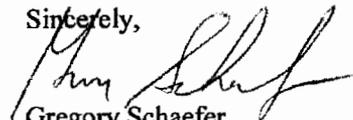
We have revised our pricing downward.

Additional Security Concerns

The recent Distributed Denial of Service attacks against the Internet of Things included the high jacking of various pieces of security equipment. This development should prompt the Department of Corrections to examine the vendors participating in this RFQ. According to the Media, the malware that allowed the attack was resident in some security hardware (Chinese security cameras). The protections that Autoclear has built into its equipment are discussed in this section.

If there are any issues that need to be explained further, just let me know. I will be happy to help you in any way I can.

Sincerely,



Gregory Schaefer
Midwest Regional Manager

18 Carlisle Road, Hawthorn Woods, IL 60047 USA
Tel 1 (847) 540-7266 Fax 1 (847) 540-7332 email gregs@a-clear.com



STATE OF MISSOURI
OFFICE OF
ADMINISTRATION OF
DIVISION OF
PURCHASING
(PURCHASING)

**REQUEST FOR BEST AND FINAL OFFER (BAFO)
FOR REQUEST FOR PROPOSAL (RFP)**

BAFO REQUEST NO.: 001
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901700093
TITLE: Package X-Ray Machines
ISSUE DATE: 10/26/16

REQ NO.: NR 931 YYY16709118
BUYER: Tammy Michel
PHONE NO.: (573) 751-3114
E-MAIL: tammy.michel@oa.mo.gov

BAFO RESPONSE SHOULD BE RETURNED BY: 11/3/16 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Sealed BAFOs should be in Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: (U.S. Mail) **PURCHASING** or (Courier Service) **PURCHASING**
PO BOX 809 **301 WEST HIGH STREET, RM 630**
JEFFERSON CITY MO 65102-0809 **JEFFERSON CITY MO 65101-1517**

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

**Missouri Department of Corrections
Various Locations**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests. The vendor agrees that the language of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri.

SIGNATURE REQUIRED

VENDOR NAME Autoclear LLC	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) 103951
MAILING ADDRESS 18 Carlisle Road	
CITY, STATE, ZIP CODE Hawthorn Woods, IL 60047	

CONTACT PERSON Gregory Schaefer	EMAIL ADDRESS GregS@autoclear.com
PHONE NUMBER 847-540-7266	FAX NUMBER 847-540-7332
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE 	DATE November 3, 2016
PRINTED NAME Gregory Schaefer	TITLE Midwest Regional Manager

BEST AND FINAL OFFER (BAFO) #001 to RFPC30034901700093**TITLE: PACKAGE X-RAY MACHINES****CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

RFPC30034901700093 is hereby revised as follows:

1. The following paragraphs have been **REVISED**: 3.2.1(b), 3.2.1(g), 3.2.1(1) 3.2.1(m), 3.2.1(q) and 3.2.1(v).
2. Exhibit A is **REVISED**.

All revisions made as a result of BAFO Request #001 are noted in bold and italicized font.

AUTOCLEAR LLC

BEST AND FINAL OFFER REQUEST LIST

BAFO NO. #001 FOR RFPC30034901700093

1. **IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION:**

- 1.1 RFP paragraph 3.2.1(j) states that stored gray levels of the package x-ray machine must be a minimum of 4096.

Autoclear's responded to paragraph 3.2.1(j) by stating that the machine has over two million color tones.

Autoclear's BAFO #001 response must indicate its compliance by clarifying that the package x-ray machine proposed has a minimum of 4096 stored gray levels as required by RFP paragraph 3.2.1(j).

- 1.2 RFP paragraph 3.2.1(bb) states that the package x-ray machine must be capable of copying stored images to a USB in TIF or JPG format.

Autoclear's attached specification sheet submitted with the proposal states, "Save screen to USB"

Autoclear's BAFO #001 response must clarify that "Save screen to USB" is the same as copying stored images to a USB and that the stored images are either in TIF or JPG format as required by RFP paragraph 3.2.1(bb).

2. **VENDOR RESPONSE TO CHANGED REQUIREMENTS:** Requirements of the RFP have been revised by BAFO #001. By signing the cover page of the BAFO request, the vendor indicates acceptance and compliance with all revisions therein.

Autoclear LLC

1. IDENTIFIED DEFFICIENCIES AND AREAS OF CONCERN/CLARIFICATION

1.1 Stored Gray levels must be a minimum of 4096

This is not a physical feature of anyone's machine. It is a result of the software used to create the image. The Autoclear system software uses a 12 bit sampling, which translates to 4096 gray levels.

Attached is a letter from our Chief Software Engineer, attesting to the fact that Autoclear uses 12 bit processing and 4096 gray scale levels.

Also attached is educational text that verifies my statement that 12 bit sampling creates 4096 gray levels.

1.2 The x-ray machine must be capable of copying stored images to a USB in TIF or JPG format.

Attached are screenshots from an Autoclear 5333, showing the step by step process to save either a single image or all archived images to a flash drive. JPG is one of the supported formats.

2. VENDOR RESPONSE TO CHANGED REQUIREMENTS.

Autoclear LLC understands and is compliant with the revisions to the specifications. These revisions do not affect our response in any way.

70 years leading innovation in checkpoint design & support



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U.S. Canada France UK UAE Japan Latin America Singapore Spain

October 27, 2016

Tammy Michel
Division of Purchasing
301 High Street, Room 630
Jefferson City, MO 65101

Regarding BAFO #001 For RFPC30034901700093:

As the Chief Software Engineer for Autoclear LLC, I have personal knowledge of the Operating System and software of the Autoclear 5333. I attest to the fact that the Autoclear 5333 has 4096 gray levels.

In the raw image created by the 5333, 12 bit sampling is used. 12 bit sampling generates 4096 gray levels, as required in the terms of the bid. Your IT department should be able to validate this statement.

Should you have any questions, please contact me through Gregory Schaefer. Mr. Schaefer is the Point of Contact for this project.

Sincerely,

Karl Voigtland
Chief Software Engineer
Autoclear LLC

Chapter 14

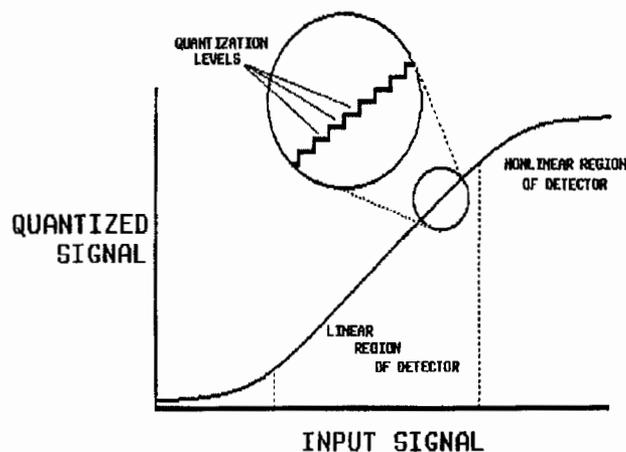
Review of Quantization

14.1 Tone-Transfer Curve

The second operation of the digitization process converts the continuously valued irradiance of each sample at the detector (i.e., the brightness) to an integer, i.e., the sampled image is quantized. The entire process of measuring and quantizing the brightnesses is significantly affected by detector characteristics such as dynamic range and linearity. The dynamic range of a detector image is the range of brightness (irradiance) over which a change in the input signal produces a detectable change in the output. The input and output quantities need not be identical; the input may be measured in $\frac{\text{W}}{\text{mm}^2}$ and the output in optical density. The effect of the detector on the measurement may be described by a transfer characteristic or tone-transfer curve (TTC), i.e., a plot of the output vs. input for the detector. The shape of the transfer characteristic may be used as a figure of merit for the measurement process. A detector is linear if the TTC is a straight line, i.e., if an incremental change in input from any level produces a fixed incremental change in the output. Of course, all real detectors have a limited dynamic range, i.e., they will not respond at all to light intensity below some minimum value and their response will not change for intensities above some maximum. All realistic detectors are therefore nonlinear, but there may be some regions over which they are more-or-less linear, with nonlinear regions at either end. A common such example is photographic film; the TTC is the *H-D* curve which plots recorded optical density of the emulsion vs. the logarithm of the input irradiance $[\frac{\text{W}}{\text{mm}^2}]$. Another very important example in digital imaging is the video camera, whose TTC maps input light intensity to output voltage. The transfer characteristic of a video camera is approximately a power law:

$$V_{out} = c_1 B_{in}^\gamma + V_0$$

where V_0 is the threshold voltage for a dark input and γ (gamma) is the exponent of the power law. The value of γ depends on the specific detector: typical values are $\gamma \cong 1.7$ for a vidicon camera and $\gamma \cong 1$ for an image orthicon.



Nonlinear tone-transfer curve of quantizer, showing a linear region.

14.2 Quantization

Quantization converts continuously valued measured irradiance at a sample to a member of a discrete set of gray levels or digital counts, e.g., the sample $f[x, y]$ e.g., $f[0, 0] = 1.234567890 \dots \frac{W}{\text{mm}^2}$, is converted to an integer between 0 and some maximum value (e.g., 255) by an analog-to-digital conversion (A/D converter or ADC). The number of levels is determined by number of bits available for quantization in the ADC. A quantizer with m bits defines $M = 2^m$ levels. The most common quantizers have $m = 8$ bits (one byte); such systems can specify 256 different gray levels (usually numbered from $[0, 255]$, where 0 is usually assigned to “black” and 255 to “white”). Images digitized to 12 or even 16 bits are becoming more common, and have 4096 and 65536 levels, respectively.

The resolution, or step size b , of the quantizer is the difference in brightness between adjacent gray levels. It makes little sense to quantize with a resolution b which is less than the uncertainty in gray level due to noise in the detector system. Thus the effective number of levels is often less than the maximum possible.

Conversion from a continuous range to discrete levels requires a thresholding operation (e.g., truncation or rounding). Some range of input brightnesses will map to a single output level, e.g., all measured irradiances between 0.76 and $0.77 \frac{W}{\text{mm}^2}$ might map to gray level 59. Threshold conversion is a nonlinear operation, i.e., the threshold of a sum of two inputs is not necessarily the sum of the thresholded outputs. The concept of linear operators will be discussed extensively later, but we should say at this point that the nonlinearity due to quantization makes it inappropriate to analyze the complete digital imaging system (digitizer, processor, and display) by common linear methods. This problem is usually ignored, as is appropriate for large numbers of quantized levels that are closely spaced so that the digitized image appears continuous. Because the brightness resolution of the eye-brain is limited, quantizing to

CONFIDENTIAL

(Contains confidential images of Autoclear Operating Menu.)

Proof of Download to a Flash Drive

Autoclear 5333

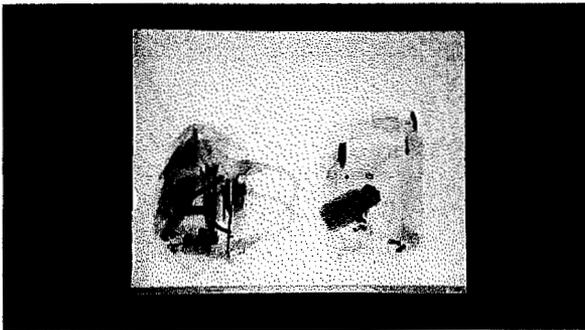
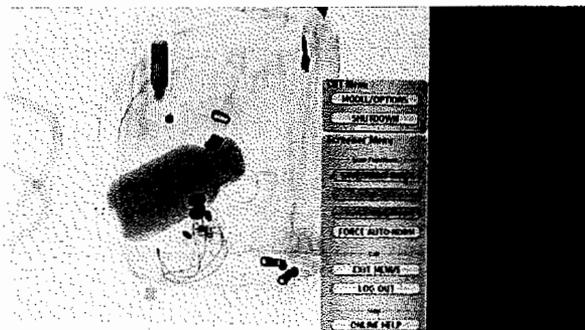
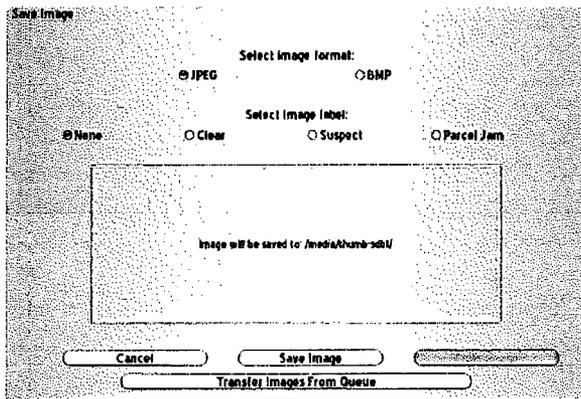


Image created by the machine



Screener touches "Menu" button on Operator Control Panel.

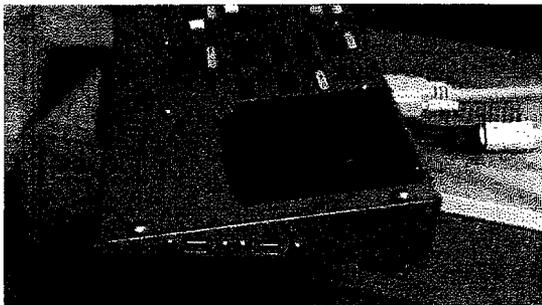
Screener chooses "Save/Print Image"



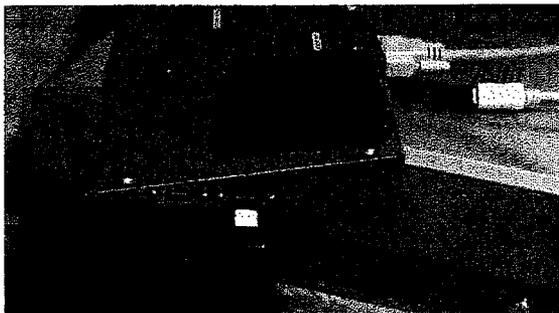
Machine prompts user to choose image format, jpg is default.

Machine instructs user to insert flash drive if not already present.

Option to save a single image or "Transfer Images from Queue" (all achieved images)



USB Ports located on the right side of the Operator Control Panel



Flash Drive inserted into USB port.

PRICING PAGE

The vendor shall submit firm, fixed prices for line item 1 and 2 listed herein. The product shall conform to the specifications listed herein. The price stated below shall be considered firm and fixed and shall include all packing, handling, shipping, and freight charges FOB Destination, Freight Prepaid and Allowed.

Line Item 1 Code: 46151600 Security and Control Equipment	Firm, Fixed Price Initial Contract Period – Total Per Each	Firm, Fixed Price First Renewal Contract Period (See Note) – Total Per Each	Firm, Fixed Price Second Renewal Contract Period (See Note) – Total Per Each
Mandatory Specification: Package X-Ray Machine The vendor's pricing shall be a total price that includes all package x-ray machine specifications stated in the RFP paragraphs 3.2.1 (a) through (ff), a minimum one-year manufacturer warranty, installation, operator training, user documentation/operating manuals, and delivery. Heimann Hi-Scan 5030si or equivalent State Brand and Model Bidding: <u>AUTOCLEAR 5333</u>	\$ <u>11,850</u> /EA	\$ <u>11,850</u> /EA	\$ <u>11,850</u> /EA
Estimated Quantity: 22			

Line Item 2 Code: 64121514 Warranty Policy	Firm, Fixed Price Initial Contract Period – Total Per Year	Firm, Fixed Price First Renewal Contract Period (See Note) – Total Per Year	Firm, Fixed Price Second Renewal Contract Period (See Note) – Total Per Year
Optional One-Year Post-Warranty Service Agreement (after 1-year warranty) for the package x-ray machine. The firm fixed total annual price must include an annual on-site preventative maintenance check, unlimited access to 24/7 telephone technical support and trouble-shooting, on-site repair with all labor, travel costs and expenses covered for the package x-ray machine.	\$ <u>- 0 -</u> /YR INCLUDED AT NO CHARGE	\$ <u>- 0 -</u> /YR INCLUDED AT NO CHARGE	\$ <u>- 0 -</u> /YR INCLUDED AT NO CHARGE
Estimated Quantity: 1			

Note About Renewal Options:

The Division of Purchasing shall have the sole option to renew the contract in one (1) year increments or a portion thereof, for a maximum total of two (2) additional years. The vendor must respond with renewal pricing.

The vendor must indicate the maximum price applicable to the renewal option years. If a dollar amount is not proposed (i.e. left blank, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

SECURITY ISSUES AND HOW AUTOCLEAR HAS ALREADY ADDRESSED THEM

Recent Distributed Denial of Service attacks against the Internet of Things have pointed out the vulnerabilities of various pieces of security equipment. Although the press has reported that certain Chinese Cameras were delivered with malware hardcoded into the equipment, the attached document shows that other, more common equipment was also compromised. These machines include Xerox printers, Panasonic printers, various routers, DVRs, and some VIOP equipment. (See attached article from Forbes.)

These devices were not hacked to gain the information they contained. These devices were high jacked and used as surrogates to create the DDoS attack.

As I stated in my initial introduction letter, I have been awarded a 5 year contract by the US Navy, Naval Surface Warfare Division, for some advanced X-ray machines. The Navy has concerns about vulnerabilities by any piece of equipment that is "computerized".

The biggest issue was the use of USB Flash drives, which are now powerful enough to remotely boot and take over almost any computer. Ultimately, we have been classified as a "vendor locked system", and are now protecting the Ohio Class nuclear submarines that carry the Trident nuclear missiles.

What allows Autoclear to be classified as safe for military use includes:

Linux Operating System: Which is more difficult to hack than Windows equipped machines.

Disabled Legacy USB support: (in BIOS and individually password protected) which essentially makes it impossible to boot the machine from a flash drive but still allows functionality of the USB ports to download images and service data.

Disabled Network ability: Most X-ray manufacturers are flaunting their ability to network their machines, but are not taking steps to secure those machines from being high jacked.

All Critical Subassemblies Built in the United States: No matter where in the world the equipment will ultimately be used, the critical subassemblies are built in Fairfield NJ.

All System Software is Written by Autoclear Employees: While Linux is an open architecture Operating System, no one has access to the system software.

Autoclear Software Does Not Contain: a desktop environment, windowing system, application switcher or any way to run arbitrary software.

While the likelihood of your machines being high jacked is small, please understand that Autoclear is one of the more innovative companies in this industry. As a smaller company, we are not locked into building machines that use an old design and then merely update that old design. Autoclear is a forward thinking company that is truly committed to this segment of the market. And as part of our innovation, we have made the Autoclear 5333 more secure against future threats.

password	Manufacturer	Link to supporting evidence
6	ACTi IP Camera	https://ipvm.com/reports/ip-cameras-default-passwords-directory
	ANKO Products DVR	http://www.cctvforum.com/viewtopic.php?f=3&t=44250
	Axis IP Camera, et. al	http://www.cleancss.com/router-default/Axis/0543-001
	Dahua Camera	http://www.cam-it.org/index.php?topic=5192.0
	Dahua DVR	http://www.cam-it.org/index.php?topic=5035.0
	Dahua DVR	http://www.cam-it.org/index.php?topic=5035.0
viztv	Dahua IP Camera	http://www.cam-it.org/index.php?topic=9396.0
admin	Dahua IP Camera	http://www.cam-it.org/index.php?topic=9396.0
66	Dahua IP Camera	http://www.cleancss.com/router-default/Dahua/DH-IPC-HDW4300C
x	Dreambox TV receiver	https://www.satellites.co.uk/forums/threads/reset-root-password-plugin.101146/
	EV ZLX Two-way Speaker?	?
	Guangzhou Juan Optical	https://news.ycombinator.com/item?id=11114012
	H.264 - Chinese DVR	http://www.cctvforum.com/viewtopic.php?f=56&t=34930&start=15
	HiSilicon IP Camera	https://acassis.wordpress.com/2014/08/10/i-got-a-new-hi3518-ip-camera-modules/
	HiSilicon IP Camera	https://gist.github.com/gabonator/74cdd6ab4f733ff047356198c781f27d
	HiSilicon IP Camera	https://gist.github.com/gabonator/74cdd6ab4f733ff047356198c781f27d
	HiSilicon IP Camera	https://gist.github.com/gabonator/74cdd6ab4f733ff047356198c781f27d
	IPX-DDK Network Camera	http://www.ipxinc.com/products/cameras-and-video-servers/network-cameras/
	IQinVision Cameras, et. al	https://ipvm.com/reports/ip-cameras-default-passwords-directory
n	Mobotix Network Camera	http://www.forum.use-ip.co.uk/threads/mobotix-default-password.76/
	Packet8 VOIP Phone, et. al	http://webcache.googleusercontent.com/search?q=cache:W1phozQZURUJ:community.freepbx.org/packet8-atas
0	Panasonic Printer	https://www.experts-exchange.com/questions/26194395/Default-User-Password-for-Panasonic-DP-C405-Web-Int
	RealTek Routers	
11	Samsung IP Camera	https://ipvm.com/reports/ip-cameras-default-passwords-directory
	Shenzhen Anran Security Camera	https://www.amazon.com/MegaPixel-Wireless-Network-Surveillance-Camera/product-reviews/B00EB6FND1
min	SMC Routers	http://www.cleancss.com/router-default/SMC/ROUTER
	Toshiba Network Camera	http://faq.surveillixdvr.com/index.php?action=artikel&cat=4&id=8&artlang=en
	Ubiquiti AirOS Router	http://setuprouter.com/router/ubiquiti/airos-airgrid-m5hp/login.htm
ervisor	VideoIQ	https://ipvm.com/reports/ip-cameras-default-passwords-directory
	Vivotek IP Camera	https://ipvm.com/reports/ip-cameras-default-passwords-directory
	Xerox printers, et. al	https://atyourservice.blogs.xerox.com/2012/08/28/logging-in-as-system-administrator-on-your-xerox-printer/
	ZTE Router	http://www.ironbugs.com/2016/02/hack-and-patch-your-zte-f660-routers.html



Security / #CyberSecurity

SEP 25, 2016 @ 10:00 AM 43,949 VIEWS

How Hacked Cameras Are Helping Launch The Biggest Attacks The Internet Has Ever Seen



Thomas Fox-Brewster, FORBES STAFF ✓

I cover crime, privacy and security in digital and physical forms. FULL BIO ✓

Meth Smokers Tried To Enter NSA HQ With Guns, Drugs And A Grenade, Government Claims

Microsoft Azure Microsoft

Free Quick Start Guide
for Developers.

Download now



The Rio Olympics was targeted with epic DDoS attacks, but shrugged them off. But attacks are getting bigger, sites are falling and voices being silenced. / AFP / Odd ANDERSEN (Photo credit should read ODD ANDERSEN/AFP/Getty Images)



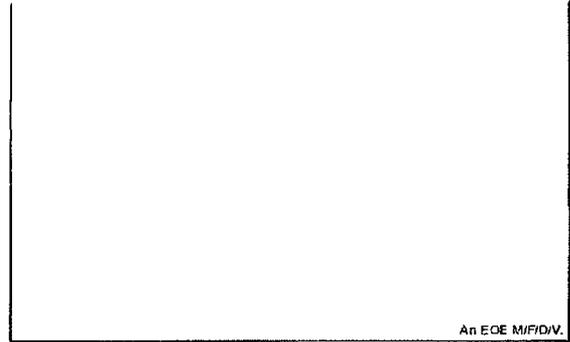
Brian Krebs knows what it's like to face intimidation from hackers. The independent reporter has had a SWAT team called to his house by subjects of his investigations. One sent threats via flowers shaped in a cross, the kind one orders for a funeral. But he's never been on the wrong end of a record-breaking digital attack like he was this week when an epic amount of traffic – somewhere between 600 gigabits per second and 700Gbps – took his website offline.

Such was the size of the hit, known as a distributed denial of service (DDoS), the security company protecting Krebs' site – Prolexic, owned by Akamai – could no longer justify supporting KrebsOnSecurity.com. The economics made it infeasible: Akamai had to suck in all that data at a huge cost, and as Krebs wasn't paying for the service, the firm had to make a call. Krebs doesn't blame them. "I'm most concerned about not having the attack blow back on my original provider," he told me. The site is now back up, thanks to Google's Project Shield service designed to protect

≡ Forbes



But Krebs isn't alone in being targeted. He's one of many victims of the same hacker crew, FORBES understands. The unnamed individual or group has, in the last five days, launched other huge attacks across the internet. French hosting giant OVH said it had been hit by an even greater attack, at more than 1100Gbps, though this was not independently confirmed. Gaming companies, including Blizzard, have been disrupted by sizeable DDoS hits, though the studio behind massively popular shooter Overwatch creator hasn't clarified just how big its hit was.



How hackers generate such power

FORBES was told by two sources familiar with the attacks that the botnets are made up of tens of thousands of Internet of Things (IoT) devices, including unsecure routers, digital video recorders (DVRs) and connected IP cameras. Such IoT machines have been shown widely vulnerable to simple hacks, meaning the bot masters are easily able to build up vast networks of compromised systems to send extraordinary volumes of traffic to a chosen target. But connected cameras have proven especially attractive to hackers. Founder of OVH, Octave Klaba, said one of the botnets that struck his company consisted of 145,607 cameras and DVRs. Just this summer, a botnet of 25,000 CCTV cameras was used to initiate significant attacks across the world.



it's unclear where the hackers themselves hail from. One source familiar with the attacks said they were being perpetrated either by an individual or a group that's flexing its muscles and testing its capability.

Recommended by Forbes

Contact Us

An EOE M/F/D/V.

300,000 American Homes Open To Hacks Of 'Unfixable' SimpliSafe Alarm

'World Of Warcraft Legion' Goes To Blizzard Serve DDoS



The same source said the botnets are being sold as "booters," rentable DDoS services much like the one Krebs reported on this month, vDdos, which resulted in the arrest of two individuals in Israel. Lizard Squad, the crew responsible for the infamous Christmas 2015 Xbox and PlayStation network outages, has built up significant botnets to power their booter, the LizardStresser. Many others hoping to earn as much or more than the vDdos crew – a reported \$600,000 over two years - have done the same. Krebs suspects his site was knocked out by someone linked with vDdos. "I don't think there's any question," he told me. "Some of the people who are aligned with that service have built enormous botnets."

Whoever they are, the hackers perpetrating the humongous attacks have

≡ Forbes



form of shifting data at terrifying speeds, using what's known as Generic Routing Encapsulation (GRE). GRE is used in a similar way to Virtual Private Networks: to provide "tunnels" into a business network. But whereas VPNs are encrypted, GRE tunnels aren't.

As it's a less-familiar protocol, many don't configure their security systems to deal with GRE traffic. Tom Paseka, engineer at content delivery network and anti-DDoS supplier CloudFlare, said GRE was being used as it can bypass poorly-setup firewall filters. "GRE is protocol 47 and would be able to still be transmitted past firewalls that aren't looking for it, or don't explicitly block other traffic or protocol types," he told me.

Just this summer, official sites of the Rio Olympics were targeted with a GRE-based DDoS, which reached up to 540Gbps. Anti-DDoS vendor Arbor Networks noted in a blog post it was the longest 500Gbps-plus DDoS attack it had ever witnessed. Again, hacked IoT devices were used to generate that power. But the sites remained online. The Olympic organizers were prepared.

The internet 'has to act'

Major network providers and DDoS mitigation firms have, evidently, struggled to withstand the levels of traffic produced by the attackers. Though Krebs was receiving *pro bono* assistance from Akamai, Blizzard and OVH paid for their services and still saw disruption.

on AWS
powers MLB Statcast
giving fans 500 million+
stats per season.

Learn More

amazon web services | intel
Featuring Intel® Xeon® Processors

The advertisement features a silhouette of a baseball player in mid-air, reaching for a baseball. A network diagram with nodes and connecting lines is positioned above the player, with a line extending from the network to the baseball. The background is dark with white text and graphics.

≡ Forbes



could also silence human rights organizations or protesters. They could demand ransoms from businesses. And, in delivering such sizeable attacks, there is collateral damage: any organization served on the same infrastructure as a target could be inadvertently knocked offline.

Even networks sat next to those where a DDoS is initiated will suffer, warned Arbor Networks principal engineer Roland Dobbins. “The collateral damage footprint can be quite broad and deep. In many cases, collateral damage inflicted on bystander organizations and disruption of their internet traffic is even greater than the direct effects on the actual targets of the attack,” he added.

CloudFlare, for instance, has had to cope with some disruption from the attacks on Akamai-protected properties. “We’ve seen some congestion and packet loss on networks we share with the Akamai scrubbing centers [where traffic is spread out across servers to reduce the load], but nothing serious,” said CloudFlare CEO Matthew Prince, before claiming his company had dealt with similar attacks to its rival.

And nation states aren’t afraid of flexing their muscles. Security expert Bruce Schneier warned earlier this month, via a somewhat opaque article entitled *Someone Is Learning How To Take Down The Internet*, that governments were testing the stability of the net’s backbone with DDoSes. Whilst that development isn’t new (DDoS

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An EOE M/F/D/V

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emergent development in the narrative of global online security. Even the most confident of DDoS defenders fear the days when 1 terabits per second (Tbps) attacks are commonplace.

Action, therefore, needs to be taken, both at the internet service provider (ISP) level and across IoT device makers, said Dobbins. The former will require ISPs across the world to combine efforts in shutting off access from infected machines. The latter will need vendors to cease bad practice, such as leaving easily-guessable default passwords like “admin” running on commercial products, said Dobbins.

“ISPs and enterprises who purchase such devices should insist on adherence to well-known industry security practices of this nature, and should test any IoT-type devices they’re considering purchasing in order to validate that those devices are secure by default, and can’t be abused to launch DDoS attacks or be compromised in others ways.”

ISPs have another critical role to play, added Dobbins, one that will require a degree of altruism. “It’s imperative that all internet-connected organizations – especially ISPs – have sufficient visibility into internet traffic ingressing, egressing, and traversing their networks so that they know when DDoS attack traffic is present on their networks, and work to mitigate it promptly.”

“It’s in the best interests of network operators to treat DDoS traffic leaving their



Krebs, meanwhile, remains anxious about the current status quo. "Somebody compared it to testing the Death Star on the Millennium Falcon. It's a good analogy."

Tips and comments are welcome at TFox-Brewster@forbes.com or tbthomasbrewster@gmail.com for PGP mail. Get me on Twitter @iblametom and tfoxbrewster@jabber.hot-chilli.net for Jabber encrypted chat.

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August 9, 2016

Tammy Michel
State of Missouri
Division of Purchasing
301 High Street, Room 630
Jefferson City, MO 65101

COPY

Re: RFPC 30030034901700093

Dear Ms. Michel,

Autoclear is pleased to submit this proposal for Package X-ray machines. Having been in this business for over 50 years, Autoclear has a substantial population of machines in Missouri including:

- Jackson County Courts (9)
- Kansas City, City Hall (5)
- St. Louis City Hall (3)
- Most courts in St. Louis. (8)
- The Missouri Supreme Court
- Buchanan County
- Randolph County
- Cole County

The equipment being bid is the Autoclear 5333, which meets or exceeds all of the specification of the bid. Larger users of the 5333 include: City of Chicago Public Schools, (101) machines and the contract has been extended for another year. Kansas City KS Public Schools, about (23) machines. The State of Georgia has awarded Autoclear a contract for (18) machines. There are some major amusement parks that must remain nameless that have recently ordered (60) 5333.

In their quest to protect the Trident Nuclear Submarine fleet, and the nuclear warheads they carry, the US Navy has awarded Autoclear a 5 year contract for our cross enhanced backscatter equipment. I can provide details on this project if desired.

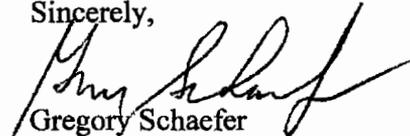
18 Carlisle Road, Hawthorn Woods, IL 60047 USA
Tel 1 (847) 540-7266 Fax 1 (847) 540-7332 email gregs@a-clear.com

The Autoclear 5333 qualifies under the Domestic Product Procurement Act.

The specifications are written in a way that allows machines with an older design to be considered. The Autoclear 5333 exceeds a number of these specifications. I have added an page that elaborates on the specification that are exceeded. The specifications that merely meet specifications are not included in the elaborations.

If there are any issues that need to be resolved, just let me know. I will be happy to help you in any way I can.

Sincerely,



Gregory Schaefer
Midwest Regional Manager



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

COPY

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901700093
TITLE: Package X-Ray Machines
ISSUE DATE: 7/26/16

REQ NO.: NR 931 YYY16709118
BUYER: Tammy Michel
PHONE NO.: (573) 751-3114
E-MAIL: tammy.michel@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 8/9/16 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

	(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO:	PURCHASING		PURCHASING
	PO BOX 809		301 WEST HIGH STREET, RM 630
	JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Various Locations

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME AUTOCLEAR LLC		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) 94820	
MAILING ADDRESS 18 CARLISLE ROAD			
CITY, STATE, ZIP CODE HAWTHORN WOODS, IL 60047			
CONTACT PERSON GREGORY SCHAEFER		EMAIL ADDRESS GREGS@A-CLEAR.COM	
PHONE NUMBER 847-540-7266		FAX NUMBER 847-540-7332	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE AUGUST 9, 2016	
PRINTED NAME GREGORY SCHAEFER		TITLE MIDWEST REGIONAL MANAGER	

Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. (This document is also on the Bid Board referenced above.)

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf.

- Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
- In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

Addendum Document: If an addendum document has been issued, please follow these steps to accept the addendum document(s).

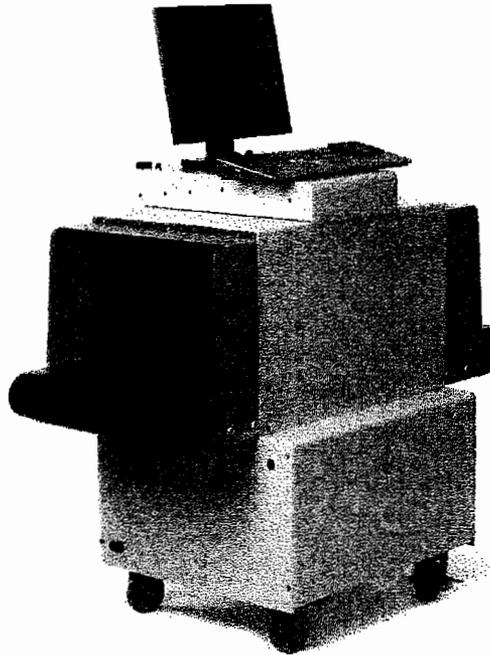
5333 X-RAY INSPECTION

Explosives, Weapons and Contraband

AUTOCLEAR
a-clear.com

SINGLE SOURCE, MULTI-ENERGY

X-RAY INSPECTION



Shown with optional tunnel extensions.

Designed for screening small to mid-sized items for weapons, explosives, drugs and other contraband, the single-source, multi-energy 5333 X-ray inspection system is fast and easy to operate. Ideal for screening hand carried items such as purses, briefcases, backpacks, strollers, small parcels and more, the compact 5333 is a great choice for small or limited spaces. The system's low profile, bottom-up generator design makes fine lines appear much sharper and larger on-screen.

- > Rapidly images full mailbags and long or tall items
- > Fits in elevators, narrow halls and tight spaces
- > Patented guided conveyor belt never needs adjusting
- > Built on the industry's most stable and flexible operating system

APPLICATIONS:

- > Passenger, Staff and Visitor Checkpoint Inspection
- > Corporate, Government and Private Security
- > Critical Infrastructure Security
- > Mail Screening

Upshooter verses Downshooter

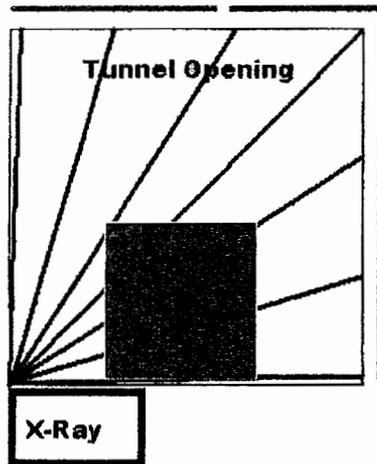


Image is automatically enlarged, less need to use The Zoom function

More detectors are used, giving a more accurate picture

Smaller footprint to save space

Unit is lower, giving screening officers a better "line of sight"

Lower center of gravity makes unit more stable

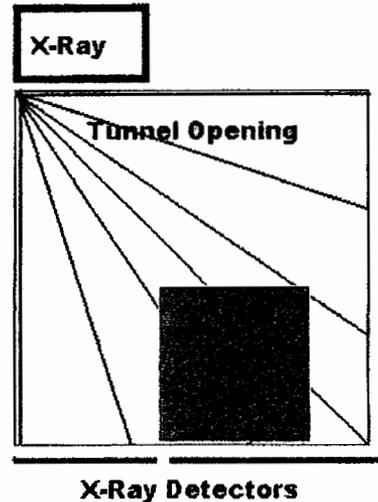


Image is more distorted, Harder to identify contraband

Fewer detectors are used, picture quality suffers

Larger footprint wastes space

Unit is taller, blocking the screening officer's vision

Unit is more top heavy, making it more difficult to move

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select**, and then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select**, and then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
 2. Select the **Solicitations** tab.
 3. Select **View Current Solicitations**.
 4. Select **My List**.
 5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
 6. Click on **Review Response** from the navigation bar.
 7. Click on **Retract** if your response needs to be revised.
 8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
 9. Click on **Respond** and revise as applicable.
 10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.
- **HARD COPY RESPONSES**: Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

End of Instructions for Submitting Solicitation Response

1. INTRODUCTION AND GENERAL INFORMATION

This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective vendors for the purchase of package x-ray machines for the Missouri Department of Corrections (hereinafter referred to as the state agency), in accordance with the requirements and provisions stated herein.
- 1.1.2 Reference **Attachment 1** for a listing of Department of Corrections potential sites for the package x-ray machine.

******* END OF INTRODUCTION AND GENERAL INFORMATION *******

2. CONTRACTUAL REQUIREMENTS

This section of the RFP includes the general contract requirements and provisions that shall govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the vendor is not necessary as all provisions are mandatory.

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document. However, the contractor shall understand and agree that any renewal period increases specified in the proposal are not automatic. If at the time of contract renewal the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.3 Renewal Periods:

- 2.3.1 If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- 2.3.2 If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

- 2.3.3 The Division of Purchasing does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

2.4 Contract Prices:

- 2.4.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.4.2 All prices shall include packing, handling, shipping and freight charges, *FOB Destination, Freight Prepaid and Allowed*. The State of Missouri shall not make additional payment or pay add-on charges for freight or shipping unless specifically described and priced in the proposal, or as otherwise specifically stated and allowed by the RFP.

2.5 Payment Terms:

- 2.5.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 2.5.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorervices.mo.gov/vendorervices/Portal/Default.aspx>.
- 2.5.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the RFP, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the RFP. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex034.html>

2.6 Termination:

- 2.6.1 The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.7 Contractor Liability:

- 2.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.7.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

2.8 Insurance:

2.8.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

- a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

2.9 Independent Contractor:

2.9.1 The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.10 Subcontractors:

2.10.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

2.11 Coordination:

2.11.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

2.12 Estimated Quantities:

2.12.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.13 Federal Funds Requirement:

2.13.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and

Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.14 Participation by Other Organizations:

- 2.14.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.
- 2.14.2 The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
- 2.14.3 The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- 2.14.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - a. The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
 - b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- 2.14.5 No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.15 Contractor's Personnel:

- 2.15.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 2.15.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- 2.15.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

2.16 Prison Rape Elimination Act (PREA) Requirements:

- 2.16.1 The contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.
- 2.16.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 2.16.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- 2.16.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.
- a. The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
- b. If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- 2.16.5 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and

agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

***** END OF CONTRACTUAL REQUIREMENTS *****

3. TECHNICAL SPECIFICATIONS

This section of the RFP includes requirements and provisions relating specifically to the technical specifications of the state agency. The contents of this section include mandatory requirements that will be required of the successful vendor/subsequent contractor. Response to this section by the vendor is requested. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the contractor in event the proposal is accepted by the state.

3.1 General:

3.1.1 The contractor shall provide package current manufacture x-ray machines to the Department of Corrections, various locations as specified herein. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of package x-ray machine.

3.2 Specific Technical Specifications for the Package X-Ray Machine (Line Item 1):

3.2.1 Required features of the Package X-ray Machine

- a. The overall width of the package x-ray machine must be less than 30" to fit through a standard door.
- b. The package x-ray machine's tunnel dimensions must be a minimum 21" W x 13"H and must be able to scan objects 20.5"W x 12.5"H or greater.
- c. The package x-ray machine's conveyor load evenly distributed must be a minimum 130 pounds.
- d. The package x-ray machine resolution must be a minimum 38 American wire gauge (AWG).
- e. The package x-ray machine's material penetration must be a minimum of 10mm steel.
- f. The package x-ray machine dose must not exceed 1 μ Sv.
- g. The package x-ray machine's film safety must be up to International Organization for Standardization (ISO) 1600.
- h. The package x-ray machine duty cycle must be 100% and require no warm-up procedures.
- i. The package x-ray machine converter x-ray must be an L-Shaped detector line.
- j. The stored gray levels of the package x-ray machine must be a minimum of 4096.
- k. The package x-ray machine's image presentation must be black and white and color.
- l. The package x-ray machine's digital video memory must be a minimum 1280 x 1024/24 bit.
- m. The package x-ray machine's image evaluation functions must be black and white, high, low, negative, Vari-Mat, O²OS.
- n. The package x-ray machine anode cooling must be a hermetically sealed oil bath.
- o. The package x-ray machine's beam direction must be diagonal.
- p. The package x-ray machine's environmental operating range must be 32°F to 100°F.
- q. The package x-ray machine's environmental storage range must be 0°F to 140°F.
- r. The package x-ray machine's environmental humidity range must be 20% to 90% non-condensing.
- s. The package x-ray machine must be equipped with an entrance tunnel extension and exit tunnel extension.
- t. The package x-ray machine must be equipped with an entry roller tray and exit roller tray. The entry and exit roller tray must be 18" to 20" in length.
- u. The package x-ray machine must include a mobile cart with non-marking castors.
- v. The package x-ray machine must include a keyboard and a minimum 17" LCD monitor.
- w. The package x-ray machine must be equipped with an item counter.
- x. The package x-ray machine must be capable of electronically storing images.
- y. The enlargement capability of the package x-ray machine image evaluation must be a minimum of 64 times.
- z. The package x-ray machine must be capable of color coding organic/inorganic items.
- aa. The package x-ray machine must be capable of automatically detecting dense areas.
- bb. The package x-ray machine must be capable of copying stored images to a USB in TIF or JPG format.
- cc. The package x-ray machine must have built-in user training.
- dd. The package x-ray machine must be of steel construction with aluminum or steel panels.

- ee. The package x-ray machine must meet all applicable laws and regulations with respect to x-ray emitting devices.
- ff. The package x-ray machine's electrical requirements must be 110VAC/60HZ.

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

4. PERFORMANCE REQUIREMENTS

This section of the RFP includes requirements and provisions relating specifically to the performance requirements of the state agency. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent contractor. Response to this section by the vendor is requested. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the contractor in event the proposal is accepted by the state.

4.1 Substitutions:

- 4.1.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.
- 4.1.2 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- 4.1.3 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution.
- 4.1.4 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.
- 4.1.5 The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

4.2 Repair or Replacement of Damaged Product:

- 4.2.1 The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to the State of Missouri. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

4.3 Delivery Requirements:

- 4.3.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice.
- 4.3.2 The contractor shall be responsible for the unloading of the package x-ray machine at the state agency's designated unloading site and hook-up to agency provided utilities.
- 4.3.3 The contractor shall make arrangements with the state agency at least one (1) week prior to delivery for specific instructions on accepted dates and times for delivery.

4.4 Installation Requirements:

- 4.4.1 The contractor must fully install the equipment at no additional cost to the state. The contractor's service personnel travel to install the equipment shall be at no additional cost to the state. The contractor shall perform testing to ensure all equipment is operating in accordance with the manufacturer's specifications and requirements and to the satisfaction of the state agency.

4.5 Training:

- 4.5.1 At no additional cost to the state, the contractor shall provide a maximum of two (2) hours of operator training on the equipment, including manuals for staff designated for training. Training shall be conducted by a field service technician. The training shall be conducted at the state agency site.

4.6 Operation/Service Documentation:

- 4.6.1 The contractor must supply the user documentation/operating manuals necessary to operate and maintain the equipment provided at no additional cost to the state.

4.7 Warranty Requirements:

- 4.7.1 The contractor must provide a minimum one (1) year warranty on parts and labor. During the warranty period, the contractor shall provide any replacement parts and repair service at no additional cost to the state. The warranty shall commence upon the satisfactory installation of the equipment and acceptance by the State of Missouri.

4.8 Post-Warranty Service Agreement:

- 4.8.1 At the option of the state agency, the contractor shall provide a one-year post-warranty service agreement beyond the required minimum one-year warranty. The one-year post-warranty service agreement shall include an annual on-site preventative maintenance check, unlimited access to 24/7 telephone technical support and trouble-shooting, on-site repair with all labor, travel costs and expenses covered for the pricing shown for line item 2.
- a. In addition, a service technician must be on-site at the state agency within ten (10) days after request by the state agency for service.

4.9 Invoicing Requirements:

- 4.9.1 The contractor shall submit invoices to the address below:

Missouri Department of Corrections
Accounts Payable.
P.O. Box 236
Jefferson City, MO 65102

4.10 Security Clearance/Background Checks:

- 4.10.1 Prior to providing any equipment and/or service, all personnel of the contractor, including subcontractor(s) personnel who will have access to the facilities or operations must undergo a MULES background check. Additionally, all contractor personnel, including subcontractor personnel, will be required to obtain security clearance prior to entering the facility. The security clearance/background check shall only be related to the areas of responsibility to which the individual will be assigned.
- 4.10.2 The state reserves the right to review all security clearance/background check results and based on the background investigation or otherwise, to disapprove any contractor's or subcontractor's personnel.

***** END OF PERFORMANCE REQUIREMENTS *****

5. VENDOR'S SUBMISSION INFORMATION

This section of the RFP includes information and instructions to the vendor that is integral to their proposal submittal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor regarding submission a proposal.

5.1 Contact:

5.1.1 Any and all communication from vendors regarding specifications, requirements, competitive procurement process, etc. related to the RFP document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official proposal opening date.

5.2 Open Competition:

5.2.1 Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.

5.2.2 The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the vendor must explain in detail how their product meets or exceed the specifications. Proposal, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

5.3 Business Compliance:

5.3.1 The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

5.3.2 The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

5.4 Submission of Proposals:

5.4.1 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.

- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
- b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
- c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

5.4.2 **Hard Copy Proposal** - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

- a. The proposal should be page numbered.
- b. **Recycled Products** - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
- c. The vendor should include one (1) additional copy along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of the copy should be labeled "copy".

5.5 **Confidentiality Materials:**

- 5.5.1 Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- 5.5.2 The Division of Purchasing is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law. Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to Division of Purchasing after award. Vendors should presume information provided to Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law.
- 5.5.3 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - a. Vendor's entire proposal;
 - b. Vendor's pricing;
 - c. Vendor's proposed method of performance including schedule of events and/or deliverables;

- d. Vendor's experience information including customer lists or references;
 - e. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).
- 5.5.4 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box "Confidential" selected when attaching the document. If the "Confidential" box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- 5.5.5 Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, in the event the vendor does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be separated, sealed, and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- a. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal and return of their proposal at the vendor's expense.
- 5.5.6 Imaging Ready: Except for any portion of a proposal qualifying as confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid and Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Also, in preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 5.6 Competitive Negotiation of Proposals:**
- 5.6.1 The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- a. Negotiations may be conducted in person, in writing, or by telephone.
 - b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.
 - c. Terms, conditions, prices, methodology, or other features of the vendor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

5.7 Price Submission and the Evaluation of Cost:

- 5.7.1 The vendor shall submit a firm fixed total package price for item 1 and 2 on the Pricing Page of the RFP. In addition, the vendor shall submit maximum firm, fixed unit prices for each renewal period for item 1 and 2 on the Pricing Page. All pricing shall be quoted **FOB Destination, Freight Prepaid and Allowed**. Pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract.
- 5.7.2 The evaluation shall cover the original contract period plus renewal periods. The cost evaluation for line item 1 shall include all mandatory requirements, including delivery, installation, training, operation/service documentation and minimum one (1) year manufacturer warranty. The State of Missouri reserves the right to evaluate optional items, if deemed necessary.
- 5.7.3 The objective evaluation of cost shall be based upon the quoted price for each line item and multiplied by the estimated quantity shown for that line item.

5.8 Unit of Measure:

- 5.8.1 If the unit of measure specified on the attached pricing pages is different than the manner in which the vendor offers that item, then the unit of measure being proposed by the vendor must be clearly identified on the pricing page. All mathematical conversions should be shown by the vendor, and must be provided upon specific request from the Buyer.
- 5.8.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate proposal prices. However, for any resulting contract, the unit of measure offered will be the unit of measure awarded. Vendors are encouraged to contact the Buyer prior to submission of their proposal to discuss anticipated unit modifications. The vendor is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the proposal for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

5.9 Product Information:

- 5.9.1 The vendor is strongly advised to complete **Exhibit A** to present product information. **Exhibit A** should be completed and submitted with the proposal. Failure to complete **Exhibit A** may compromise the state's ability to evaluate the responsiveness of the vendor's proposal.
- a. Description of Product: The vendor should present a detailed description of all products and services proposed in the response to this Request for Proposal. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the proposal to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.
 - b. Preprinted Marketing Materials: The vendor may submit preprinted marketing materials with the proposal. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor. The vendor is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.
 - c. It is the vendor's responsibility to provide detailed information about how the item proposed meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the vendor should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the proposal, the buyer may, but is not required to, seek written clarification from the vendor to provide assurance that the product bid meets specifications.

5.10 Determination for Award:

- 5.10.1 The award shall be made to the lowest priced responsive vendor. Other factors that affect the determination of the lowest price responsive vendor include consideration of the Domestic Product Procurement Act, the Blind/Sheltered Workshop Preference, and the Missouri Service Disabled Veterans Preference explained in the paragraphs that follow.
- 5.10.2 Other Considerations: The State of Missouri reserves the right to reject any proposal which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any vendor's proposal.

5.11 The Domestic Products Procurement Act:

- 5.11.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the vendor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 5.11.2 Vendors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over vendors whose products do not qualify.
- 5.11.3 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- 5.11.4 If the vendor claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 5.11.5 In accordance with the Buy American Act, the vendor must provide proof of compliance with section 34.353, RSMo. Therefore the vendor should complete and return **Exhibit B**, certification regarding proof of compliance, with the proposal. This document must be satisfactorily completed prior to an award of a contract.
- 5.11.6 If the lowest priced vendor qualifies as American-made or in the event all of the vendors or none of the vendors qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced vendor does not qualify for the Buy American Preference but other vendors do qualify, then the low vendor's price(s) is increased by 10% for those items not eligible for the Buy American Preference.

5.12 Executive Order 04-09, Offshore:

- 5.12.1 If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the vendor **MUST** disclose such fact and provide details with the proposal.

5.13 Preference for Organizations for the Blind and Sheltered Workshops:

- 5.13.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the following information with the proposal:
 - Participation Commitment - The vendor must complete **Exhibit C, Participation Commitment**, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The vendor must either provide a properly completed **Exhibit D, Documentation of Intent to Participate Form**, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor is not required to complete **Exhibit D, Documentation of Intent to Participate Form** or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following Internet address:

<http://dese.mo.gov/special-education/sheltered-workshops/directories>

c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

d. Commitment – If the vendor's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on **Exhibit C, Participation Commitment**, shall be interpreted as a contractual requirement.

5.13.2 The Blind/Sheltered Workshop Preference required under section 34.165, RSMo, allows for ten (10) bonus points to a qualifying vendor. If the lowest priced vendor qualifies for the preference, or in the event none of the vendors qualify for the preference, no further calculation is necessary.

5.13.3 In the event the lowest priced vendor does not qualify for the preference but other vendors do, then the following evaluation point formula shall apply to determine cost evaluation points:

<u>Lowest Responsive Vendor's Price</u> Compared Vendor's Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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5.14 Missouri Service-Disabled Veteran Business Preference:

- 5.14.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit E, Missouri Service-Disabled Veteran Business Enterprise Preference** with the proposal. If the proposal does not include the completed **Exhibit E** and the documentation specified on **Exhibit E** in accordance with the instructions provided therein, no preference points will be applied.
- 5.14.2 If the lowest priced vendor qualifies for the preference, or in the event none of the vendors qualify for the preference, no further calculation is necessary.
- 5.14.3 In the event the lowest priced vendor does not qualify for the preference but other vendors do, then the following evaluation point formula shall apply to determine cost evaluation points:

<u>Lowest Responsive Vendor's Price</u> Compared Vendor's Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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5.15 Proposal Detail Requirements and Deviations:

- 5.15.1 It is the vendor's responsibility to submit a proposal that meets all mandatory specifications stated herein. The vendor should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFP. Any deviation from a mandatory requirement may render the proposal non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.
- 5.15.2 **Vendors should note:** A descriptive brochure of the model proposed may not be acceptable as clear identification of deviations from the written specification.

5.16 Compliance with Terms and Conditions:

- 5.16.1 The vendor's response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall") including the RFP terms and conditions.
- 5.16.2 The vendor is cautioned when submitting pre-printed terms and conditions or other documentation regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements.
- 5.16.3 The vendor's terms and conditions, including any pre-printed documents which must be executed in order to provide the goods/services required in the RFP, should be submitted herein. The vendor should do one of the following if terms and conditions are submitted: (1) The vendor should clearly state on the first page of each of their terms and conditions documents the following, "In the event of conflict between any of the ("name of company") terms and conditions and those contained herein, the RFP shall govern" or (2) Sign the signature block in the pricing page, entitled "Addendum to the Vendor's Terms and Conditions". Failure to place this statement with the vendor's terms and conditions or not signing the Addendum to the Vendor's Terms and Conditions section of the Pricing Page and/or taking exception to the State's terms and conditions may render a vendor's proposal as non-responsive and remove it from consideration for award.

5.17 Debarment Certification:

- 5.17.1 The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under

federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., **Exhibit F** with their proposal. This document must be satisfactorily completed prior to award of the contract.

******* END OF PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS *******

RFPC30034901700093

PRICING PAGE

The vendor shall submit firm, fixed prices for line item 1 and 2 listed herein. The product shall conform to the specifications listed herein. The price stated below shall be considered firm and fixed and shall include all packing, handling, shipping, and freight charges FOB Destination, Freight Prepaid and Allowed.

Line Item 1 Code: 46151600 Security and Control Equipment	Firm, Fixed Price Initial Contract Period - Total Per Each	Firm, Fixed Price First Renewal Contract Period (See Note) - Total Per Each	Firm, Fixed Price Second Renewal Contract Period (See Note) - Total Per Each
Mandatory Specification: Package X-Ray Machine The vendor's pricing shall be a total price that includes all package x-ray machine specifications stated in the RFP paragraphs 3.2.1 (a) through (ff), a minimum one-year manufacturer warranty, installation, operator training, user documentation/operating manuals, and delivery. Heimann Hi-Scan 5030si or equivalent State Brand and Model Bidding: <u>AUTOCLEAR 5333</u>	\$ <u>12,250</u> /EA	\$ <u>12,250</u> /EA	\$ <u>12,250</u> /EA
Estimated Quantity: 22			

Line Item 2 Code: 64121514 Warranty Policy	Firm, Fixed Price Initial Contract Period - Total Per Year	Firm, Fixed Price First Renewal Contract Period (See Note) - Total Per Year	Firm, Fixed Price Second Renewal Contract Period (See Note) - Total Per Year
Optional One-Year Post-Warranty Service Agreement (after 1-year warranty) for the package x-ray machine. The firm fixed total annual price must include an annual on-site preventative maintenance check, unlimited access to 24/7 telephone technical support and trouble-shooting, on-site repair with all labor, travel costs and expenses covered for the package x-ray machine.	\$ <u>0</u> /YR <i>(INCLUDED AT NO CHARGE)</i>	\$ <u>0</u> /YR <i>(INCLUDED AT NO CHARGE)</i>	\$ <u>0</u> /YR <i>(INCLUDED AT NO CHARGE)</i>
Estimated Quantity: 1			

Note About Renewal Options:

The Division of Purchasing shall have the sole option to renew the contract in one (1) year increments or a portion thereof, for a maximum total of two (2) additional years. The vendor must respond with renewal pricing.

The vendor must indicate the maximum price applicable to the renewal option years. If a dollar amount is not proposed (i.e. left blank, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

The amount indicated shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

Indicate the maximum unit prices to be charged for each renewal period. Note that these prices can reflect price maximum increases or minimum decreases over the original contract prices.

DELIVERY

The desired delivery is 60 calendar days after the receipt of a properly executed order. If the vendor's delivery is different, the vendor should state delivery in days after receipt of order: _____ calendar days ARO.

WARRANTY

A minimum manufacturer one-year warranty shall include replacement parts and repair service. If the vendor offers a longer standard manufacturer warranty, then the vendor should state the warranty period below. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

Warranty on Parts: 2ND YEAR AT NO CHARGE

Warranty on Labor: 2ND YEAR AT NO CHARGE
TRAVEL AT NO CHARGE

EMPLOYEE BIDDING/CONFLICT OF INTEREST

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:

N/A

If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:

N/A

Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:

N/A %

ADDENDUM TO THE VENDOR'S TERMS AND CONDITIONS

By signing the signature block below, the vendor hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her response, including any pre-printed terms and conditions documents that are submitted as part of his/her response, and (2) that any of the vendor's terms and conditions contained in the submitted response or pre-printed terms and conditions documents that conflict with the RFP's terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the vendor's response or pre-printed terms and conditions documents that are not in conflict with the RFP shall apply hereto.

	AUGUST 9, 2015
AUTHORIZED SIGNATURE	DATE
GREGORY SCHAEFER	MIDWEST REGIONAL MANAGER
PRINTED NAME	TITLE
AUTOCLEAR LLC	
VENDOR'S COMPANY NAME	

EXHIBIT A

The following specifications for line item 1 are mandatory. The vendor's proposed package x-ray machine must meet the identified specification. The vendor may propose exceptions which are equal to or better than the stated specification and should note the exception in the vendor's proposal. The vendor is strongly advised to confirm that each specification is met by checking the box by the specification. If a box is not checked and an exception is not identified, the vendor shall understand and agree that the state shall interpret the proposal as meeting the identified specification, and in the event the item is awarded to the vendor, the state shall enforce the specification as a contractual obligation that shall be met.

The vendor is strongly encouraged to complete the table below to indicate that the package x-ray machine proposed meets mandatory specifications

MANDATORY SPECIFICATIONS: The package x-ray machine proposed must meet the minimum specifications identified below.	Check To Confirm That the Product Offered Possesses the Identified Specification
a. The overall width of the package x-ray machine must be less than 30" to fit through a standard door.	✓
b. The package x-ray machine's tunnel dimensions must be a minimum 21" W x 13"H and must be able to scan objects 20.5"W x 12.5"H or greater.	✓
c. The package x-ray machine's conveyor load evenly distributed must be a minimum 130 pounds.	✓
d. The package x-ray machine resolution must be a minimum 38 American wire gauge (AWG).	✓
e. The package x-ray machine's material penetration must be a minimum of 10mm steel.	✓ EXCEEDS
f. The package x-ray machine dose must not exceed 1 µSv.	✓
g. The package x-ray machine's film safety must be up to International Organization for Standardization (ISO) 1600.	✓
h. The package x-ray machine duty cycle must be 100% and require no warm-up procedures.	✓
i. The package x-ray machine converter x-ray must be an L-Shaped detector line.	✓
j. The stored gray levels of the package x-ray machine must be a minimum of 4096.	✓ EXCEEDS
k. The package x-ray machine's image presentation must be black and white and color	✓
l. The package x-ray machine's digital video memory must be a minimum 1280 x 1024/24 bit.	✓ EXCEEDS 1280x1024/32
m. The package x-ray machine's image evaluation functions must be black and white, high, low, negative, Vari-Mat, O ² OS.	✓
n. The package x-ray machine anode cooling must be a hermetically sealed oil bath.	✓
o. The package x-ray machine's beam direction must be diagonal.	✓ EXCEEDS
p. The package x-ray machine's environmental operating range must be 32°F to 100°F.	✓
q. The package x-ray machine's environmental storage range must be 0°F to 140°F	✓
r. The package x-ray machine's environmental humidity range must be 20% to 90% non-condensing.	✓
s. The package x-ray machine must be equipped with an entrance tunnel extension and exit tunnel extension.	✓
t. The package x-ray machine must be equipped with an entry roller tray and exit roller tray. The entry and exit roller trays must be 18" to 20" in length.	✓
u. The package x-ray machine must include a mobile cart with non-marking castors.	✓
v. The package x-ray machine must include a keyboard and a minimum 17" LCD monitor.	✓
w. The package x-ray machine must be equipped with an item counter.	✓
x. The package x-ray machine must be capable of electronically storing images.	✓
y. The enlargement capability of the package x-ray machine image evaluation must be a minimum of 64 times.	✓ EXCEEDS
z. The package x-ray machine must be capable of color coding organic/inorganic items.	✓
aa. The package x-ray machine must be capable of automatically detecting dense areas.	✓

bb. The package x-ray machine must be capable of copying stored images to a USB in TIF or JPG format.	✓
cc. The package x-ray machine must have built-in user training.	✓
dd. The package x-ray machine must be of steel construction with aluminum or steel panels.	✓
ee. The package x-ray machine must meet all applicable laws and regulations with respect to x-ray emitting devices.	✓
ff. The package x-ray machine's electrical requirements must be 110VAC/60HZ.	✓

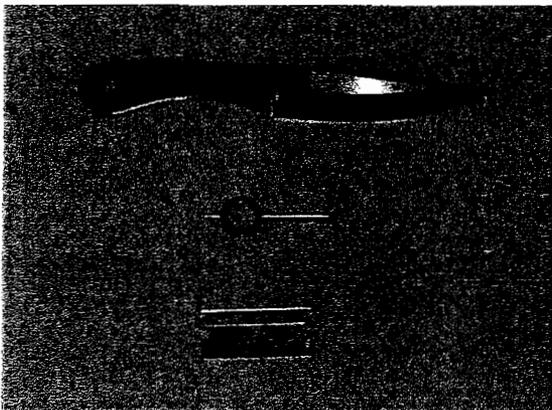
How the Autoclear 5333 Exceeds specifications

The Autoclear 5333 meets all specifications of the bid, and exceeds in the following area:

3.2.1 Required Features for the Package X-ray Machine

- c. Pulling weight of the conveyor motor is over 300 lbs.
- j. The machine has over two million color tones
- l. Digital video memory/resolution is 1280 x 1024. We use 32 bit processing where the specification asks for 24 bit.
- o. The beam orientation of the 5333 is diagonally upward. Certain machines still use a downward orientation which gives a smaller, more compressed image and uses fewer detectors than an upshooter. Autoclear design uses more detectors, giving the computer more information to create an image. A comparison of upshooters vrs downshooters is follows this list.
- t. At your option, the machine can come with either 18" rollers or slide trays.
- u. The 5333 has an integral cart, not an attached cart, making the machine more stable.
- y. The Autoclear 5333 comes with a step less zoom that can increase the image well over 200 times. Autoclear SmartZoom is truly a "point and click" feature, making operation faster and more accurate than a stepped zoom.

Not addressed in the specifications is the ability to scan every item no matter how thin it may be. The attached picture shows items that I have personally run through competitive equipment without the machine ever sensing that an item was on the belt.



5333 SPECIFICATIONS

X-RAY INSPECTION

PHYSICAL DETAILS

Tunnel Size:	53.0 x 33.0 cm 20.9 x 13.0 in (W x H)
Dimensions:	125.4 x 72.1 x 111.4 cm 49.4 x 28.4 x 43.6 in. (L x W x H)
Weight:	236 kg (520 lbs.) uncrated 313 kg (690 lbs.) crated
Construction:	Unibody heavy gauge epoxy painted steel construction with stainless steel and aluminum trim and accessories; non-marking casters
Temperature:	Operating: 0° to 40°C (32° to 104°F) Storage: -20° to 60°C (-4° to 140°F)
Humidity:	20% to 95%, non-condensing
Power Consumption:	< 0.7 kVA 100, 120, 200, 220, 240, 250 volts AC +10%; < 7 amps 100, 120 volts AC ±10%; < 3.5 amps 200, 220, 240, 250 volt; all at 50 or 60 Hz

X-RAY GENERATOR

X-ray Tube Head:	Self-contained with sealed oil bath cooling
High Voltage Rating:	100 kV, operating at 90 kV
Duty Cycle:	100%
Beam Orientation:	Diagonal (80° beam divergence)
Dose Per Exam:	0.1 mR (1 µSv)

INSPECTION CAPABILITIES

Material Penetration:	10–11 mm (0.39–0.43 in.) steel w/100 kV 28–29 mm (1.10–1.14 in.) steel w/160 kV
Contrast Sensitivity:	Over 2 million color tones standard
Resolution:	40 AWG wire
Processing:	32-bit adaptive image processing with minimum 1 Gbytes+ memory; 2.2GHz+ dual core processor; video processing using next generation graphical processing unit architecture with 550MHz+ GPU clock, 512Mbyte+ video memory and 32+ stream processing cores
Conveyor Speed:	24.0 cm (9.4 in.) per second 14.6 m (48 ft.) per minute
Pulling Weight:	150 kg (331 lbs.)
Film Safety:	Guaranteed for high-speed film up to ISO 1600 (33 DIN)

DETECTORS

High-speed, ultra-sensitive photodiode detector array; L-shaped for 100% object screening

VIDEO

19" color LCD monitor, 1280 x 1024 video card

STANDARD FEATURES

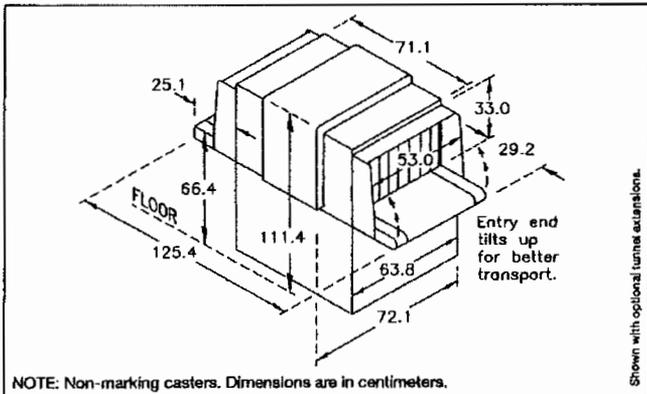
- autoSoft operating system
- Full-size operator control panel (OCP) with touchpad navigation
- autoTracking guided conveyor belt system
- Reversible conveyor direction
- High/low density stripping
- Organic/inorganic stripping
- Color; reverse B/W imaging
- Interactive help screens
- 128x Smart Zoom
- Adjustable zoom preview window
- D-SCAN
- Dark and light enhance
- RealClear
- autoDensAlert
- autoOutline
- autoSensing
- autoScale
- autoCal
- autoImage recall (10 images)
- Z-SCAN
- Save screen to USB

OPTIONS

- 160 kV generator, operating at 140 kV
- Loading or exit rollerbeds
- Tunnel extensions
- Conveyor extensions
- Loading or exit 18" parcel slide
- Tropical humidity kit
- DVD drive
- autoMatAlert¹
- autoShieldAlert²
- Image archiving
- Threat image projection (TIP)
- Built-in training
- Level 1, 2 and 3 networking
- autoZ display
- STI Viewer software for archived image analysis
- Locking metal OCP cover
- Variable height OCP mount
- Dual and larger monitors
- Monitor platform
- Locking monitor garage
- Laser printer
- Console desk
- kV, mA meter
- Uninterruptible power supply
- Optical X-ray on/off sensor
- Footpad
- Item counter
- User management

¹ Not available as an option with 100 kV configuration.

² Available as an option with 100 kV configuration.



NOTE: Non-marking casters. Dimensions are in centimeters.

AUTOCLEAR
a-clear.com

World Headquarters
2 Gardner Road
Fairfield NJ 07004 USA

Tel. 1 973.276.6000
Toll-free 1 800.231.6414
Fax. 1 973.276.6162
info@a-clear.com

ISO 9001:2008 REGISTERED

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AUTOSOFT

Robust X-ray Operating System

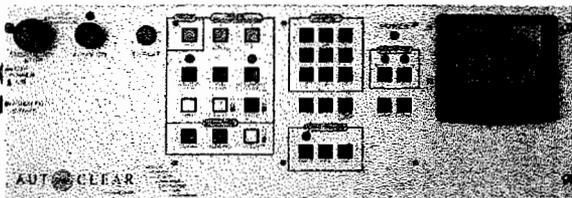
QUICKLY PINPOINT AND EXAMINE AREAS OF CONCERN

PRECISION IMAGING TOOLS

Autoclear's security X-ray scanners feature the autoSoft operating system, a leading-edge graphical processing unit with innovative peripherals that improve overall system performance. Available precision imaging tools enable operators to more quickly and easily manipulate image data for the best possible picture of potential threats, even in bags and parcels with thickly-settled contents.

All Autoclear X-ray systems are **multit-energy**. Specific colors are assigned to material types to help identify them to the operator: organic material is orange; inorganic material is blue; intermediate material is green.

The intuitive **operator control panel (OCP)** is easy to manage and gives operators immediate access to image enhancement tools without needing to navigate through multiple on-screen menus.



Touchpad navigational controls make it easy to zoom, adjust contrast and highlight areas of concern.

Uncluttered and convenient, the panel features touchpad navigational controls that make it easy to zoom, adjust contrast and highlight areas of concern in even the most heavily packed bag or parcel.

autoZ, a "point and see" atomic weight discrimination tool, displays the approximate Z value of the specific image segment on which the cursor is resting.

autoDensAlert makes material that is as thick or thicker than a selected density level easily visible in red; users can program the red highlight to appear steadily or to pulse rapidly to further draw attention to the area.



Dense material that may be a potential threat or masking a potential threat is highlighted in red with autoDensAlert.

autoImage Recall allows the operator to review the last 10 scans.

autoMatAlert uses atomic number and density to indicate suspect materials and circles them on screen with a red oval. *NOT AVAILABLE ON 9K MACHINES*

autoScale corrects the distortion of objects placed on the side of the belt farthest from the generator.

autoOutline draws a white line around the edge of any object that is significantly different in density when compared to adjacent objects.

autoSensing detects when an object breaks the X-ray beam in the tunnel and begins scrolling the image on the display monitor.

D-SCAN allows operators to better discern if organic contraband or threats are hidden behind or inside other items of similar density.

Low-Den strips away low density items on the screen and increases the contrast of high density images, making denser items easier to differentiate.

realClear intensifies the contrast of the entire X-ray image to reveal inner components of denser objects, and can be used while scanning or when the belt is stopped.



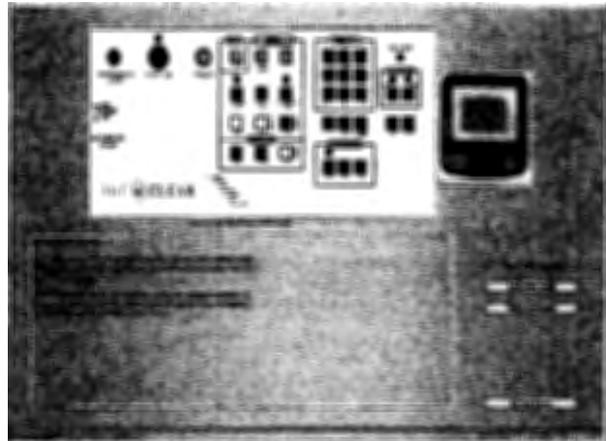
The image on the left is a standard X-ray image. The image on the right has RealClear active. There is more detail in both the thin tray panels (orange) as well as heavy items such as the coins and smartphone (blue).

SmartZoom enables users to magnify areas of concern up to 128x.

Threat Image Projection (TIP) projects real X-ray images of threats onto scanned images, providing a simple way for operators to improve their threat identification skills.

Z-SCAN can be used to closely differentiate regions of different atomic densities (Z values) by making only one narrow band of Z values visible at one time.

Help Screen allows operators to review the features of the X-ray system.



The onboard Help screen lets operators refresh their knowledge of the different image enhancement tools available

Built-in operator training allows users to go from live operation to training in just three seconds.

Training mode generates true images of guns, knives and IEDs that help operators distinguish real threats in the screening process.

Image Archiving lets operators save thousands of images scanned by the X-ray system for later review or forensic applications.

Three levels of **networking options** are available, including wireless live viewing on smartphones, image viewing and manipulation on remote computers, and offsite, real-time X-ray machine management.

EXHIBIT B

DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with sections 34.350-34.359, RSMo, the vendor is instructed to provide information regarding the point of manufacture for each of the products being proposed so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The vendor may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exist:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty, law, agreement, or regulation that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

THE VENDOR MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

(Table 1) ALL products proposed are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products proposed are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products proposed fall into the prior two categories so an item-by-item certification is necessary.

The vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (eligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED IN THE U.S.:

TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON'T QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:

TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS PROPOSED FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is proposed, complete Table 3.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete Table 4.
- For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359, RSMo, complete Table 5.
- For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete Table 6.

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)

- List item numbers of products proposed that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.
- List U.S. city and state where products proposed are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced
	N/A		

TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)

- List item numbers of products proposed that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product proposed is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced
	N/A		

(Exhibit continues on next page)

EXHIBIT B, continued: DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)

- List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
- Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
- NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation
	N/A		

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

- List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify sole US manufacturer name.
- Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good
	N/A		

The vendor is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

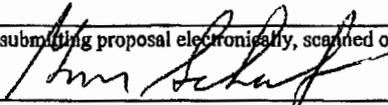
SIGNATURE (If submitting proposal electronically, scanned or typed signature is acceptable)	
	AUGUST 9, 2016
COMPANY NAME	
AUTOCLOPP LLC	

EXHIBIT C
PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop Participation Commitment -- If the vendor is committing to participation by or if the vendor is a qualified organization for the blind/sheltered workshop, the vendor must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the vendor's proposal.

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the RFP which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1. NONE	Product/Service(s) proposed: <hr/> RFP Paragraph References:
2.	Product/Service(s) proposed: <hr/> RFP Paragraph References:

EXHIBIT D

DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor's proposal.

~ Copy This Form For Each Organization Proposed ~

Vendor Name:

Autocolor LLC

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.

Indicate appropriate business classification(s):

Organization for the Blind _____ Sheltered Workshop _____

N/A

Name of Organization:

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name:

Email:

Address:

Phone #:

City:

Fax #:

State/Zip:

Certification #

(or attach copy of certification)

Certification Expiration Date: _____

Describe the products/services you (as the participating organization) have agreed to provide:

Authorized Signature:

*Authorized Signature of Participating Organization
(Organization for the Blind or Sheltered Workshop)*

Date (Dated no earlier than the RFP issuance date)

EXHIBIT E
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

STANDARDS:

The following standards shall be used by Purchasing in determining whether an individual, business, or organization qualifies as an SDVE:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a bidder meets the standards of a qualified SDVE as stated above and unless previously submitted within the past five (5) years to Purchasing, the bidder **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

- A copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- A copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- A completed copy of this exhibit.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT F

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Auto Close LLC
Company Name

601716475
DUNS #

GREGORY SCHAEFER
Authorized Representative's Printed Name

MIDWEST REGIONAL MANAGER
Authorized Representative's Title

Greg Schaefer
Authorized Representative's Signature

AUGUST 9, 2016
Date

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 1**ALGOA CORRECTIONAL CENTER**

8501 No More Victims
Jefferson City, MO 65101

BOONVILLE CORRECTIONAL CENTER

1216 East Morgan St.
Boonville, MO 65233

CHILLICOTHE CORRECTION CENTER

3151 Litton Rd
Chillicothe, MO 64601

CREMER THERAPEUTIC CENTER

689 Highway O
Fulton, MO 65251

CROSSROADS CORRECTIONAL CENTER

1115 E Pence Rd.
Cameron, MO 64429

**EASTERN RECEPTION DIAGNOSTIC
AND CORRECTIONAL CENTER**

2727 Highway K
Bonne Terre, MO 63628

FARMINGTON CORRECTIONAL CENTER

1012 West Columbia
Farmington, MO 63640

**FULTON RECEPTION AND
DIAGNOSTIC CENTER**

1393 Highway O
Fulton, MO 65251

JEFFERSON CITY CORRECTONAL CENTER

8416 No More Victims, Dock B
Jefferson City, MO 65101

MOBERLY CORRECTIONAL CENTER

5201 South Morley
Moberly, MO 65270

MISSOURI EASTERN CORRECTIONAL CENTER

18701 Old Highway 66
Pacific, MO 63069

MARYVILLE TREATMENT CENTER

30227 US Highway 136
Maryville, MO 64468

NORTHEAST CORRECTIONAL CENTER

13698 Airport Rd
Bowling Green, MO 63334

OZARK CORRECTIONAL CENTER

929 Honor Camp Lane
Fordland, MO 65652

POTOSI CORRECTIONAL CENTER

11593 State Highway O
Mineral Point, MO 63660

SOUTH CENTRAL CORRECTIONAL CENTER

255 W Highway 32
Licking, MO 65542

SOUTHEAST CORRECTIONAL CENTER

300 East Pedro Simmons Drive
Charleston, MO 63834

TIPTON CORRECTIONAL CENTER

619 N Osage Avenue
Tipton, MO 65081

**WOMAN'S EASTERN RECEPTION AND
DIAGNOSTIC CORRECTIONAL CENTER**

1101 East Highway 54
Vandalia, MO 63382

WESTERN MO CORRECTIONAL CENTER

609 E Pence Rd
Cameron, MO 64429

**WESTERN RECEPTION AND DIAGNOSTIC
CORRECTIONAL CENTER**

3401 Faraon St
St. Joseph, MO 64506

KANSAS CITY REENTRY CENTER

651 Mulberry
Kansas City, MO 64101

**STATE OF MISSOURI
DIVISION OF PURCHASING
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- a. Agency and/or State Agency means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing (Purchasing). The agency is also responsible for payment.
- b. Addendum means a written, official modification to an RFP.
- c. Amendment means a written, official modification to a contract.
- d. Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. Proposal End Date and Time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. Vendor means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- g. Buyer means the procurement staff member of Purchasing. The Contact Person as referenced herein is usually the Buyer.
- h. Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. Contractor means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. Exhibit applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. Request for Proposal (RFP) means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. May means that a certain feature, component, or action is permissible, but not required.
- m. Must means that a certain feature, component, or action is a mandatory condition.
- n. Pricing Page(s) applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end date and time.
- o. RSMo (Revised Statutes of Missouri) refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. Shall has the same meaning as the word must.
- q. Should means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouriBuys.mo.gov/>
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.com> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end date and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Purchasing.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, Purchasing may cancel the contract. At its sole discretion, Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Purchasing within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If Purchasing cancels the contract for breach, Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the vendor/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the vendor/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Purchasing immediately.
- b. Upon learning of any such actions, Purchasing reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 10-19-15

END OF DOCUMENT

AUT  CLEAR
a-clear.com

18 Carlisle Road
Hawthorn Woods, IL 60047

Tammy Michel
State of Missouri
Division of Purchasing
301 High Street, Room 630
Jefferson City, MO 64501

COPY

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