

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202409010

Originating Department:	Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Corrections/In Custody
Contract or Grant Administrator:	Darrell Smith, LT
Contractor's / Agency Name:	Linev Systems US, LLC

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): RFP #24-29 Cost Center: 118000 / 118100

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:
 Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency
 Contract work is for less than \$100,000. Contract for Commercial off the shelf items (COTS).
 Contract work is for less than 120 days. Work related subcontract less than \$25,000.
 Interlocal Agreement (between Governments). Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>440,000.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	

Linev Systems was selected to provide two new body scanners for the jail and work center.

Term of Contract: 5 years maintenance and support Expiration Date: September 30, 2029

Contract Routing:	1. Prepared by: <u>Laurie Reid</u>	Date: <u>08/12/24</u>
	2. Attorney signoff: <u>Brandon Waldron via email</u>	Date: <u>08/12/24</u>
	3. AS Finance reviewed: <u>bbennett</u>	Date: <u>08/29/24</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>[Signature]</u> ✓	Date: <u>8/28/24</u>
	6. Executive contract review: ✓	Date: <u>9/11/24</u>
	7. Council approved, if necessary: <u>AG2024-569</u>	Date: <u>9/15/24</u>
	8. Executive signed: ✓	Date: <u>9/11/24</u>
	9. Original to Council: _____	Date: _____



COUNTY ORIGINAL

WHATCOM COUNTY
CONTRACT NO.
20240 9010

CONTRACT FOR THE SALE OF GOODS

This contract for the sale of goods is between **LINEV Systems US, Inc.**, a corporation organized under the laws of the State of Virginia, (the “**Seller**”), and **Whatcom County Sheriff’s Office**, a Municipality organized under the laws of the State of Washington (the “**Buyer**”).

The parties agree as follows:

1. **Sale of Goods.** The Seller shall sell to the Buyer and the Buyer shall purchase from the Seller the goods set forth on Exhibit A (the “**Goods**”) in the quantities and at the prices stated in Exhibit A. Unless otherwise stated in Exhibit A, the Buyer shall pay all taxes and third-party expenses imposed on, in connection with, or measured by the transaction contemplated by this agreement in addition to the prices set forth on Exhibit A.

2. **Invoices; Payment.** Unless otherwise stated in Exhibit A, payment for the Goods is due within 30 days of the date of the Seller’s invoice, which date will not be before the date of the Seller’s delivery of the Goods. The Buyer shall pay a delinquency charge of the lesser of (1) 1% per month and (2) the highest rate allowed under applicable law on all overdue amounts until the amounts are paid.

3. **Delivery; Title; and Risk of Loss.** Unless otherwise stated in Exhibit A, the Seller shall deliver the Goods FOB Origin, Pre-Pay and Add, to Whatcom County Sheriff’s Office, WA, and title to and risk of loss of the Goods will pass to the Buyer upon such delivery by the Seller. Any stated delivery dates are approximate. The Seller will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.

4. **Warranty.** The Goods in Exhibit A are being sold with a comprehensive 24-month warranty. The Seller grants the buyer one (1) equipment relocation during this 24-month period. The warranty cover parts, technician travel and labor. The warranty includes Preventive Maintenance visits semi-annually (twice a year). Software upgrades are included. Seller will provide refresher Operator Training during these visits.

5. **Limitation of Liability.** The Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Seller has been advised of the possibility of any such damage. In no event will the Seller’s liability exceed the price the Buyer paid to the Seller for the specific Goods provided by the Seller giving rise to the claim or cause of action.

6. **Limitation of Actions.** No action arising out of or relating to this agreement or the transactions it contemplates may be commenced against the Seller more than 12 months after the basis for such claim could reasonably have been discovered.

7. **Security Interest.** The Buyer hereby grants to the Seller a security interest in the Goods sold to the Buyer under this agreement and any proceeds therefrom (including accounts receivable), until payment in full for the Goods has been received by the Seller. The Buyer shall

LINEV Systems US, Inc.

13631 Poplar Circle
Conroe, TX 77304

Tech Support: 844.989.6789
support@linevsystems.com

Sales Inquiries: 936.588.2064
sales@linevsystems.com

www.linevsystems.com
info@linevsystems.com

[1 / 5]





sign and deliver to the Seller any document to perfect this security interest that the Seller reasonably requests.

8. Governing Law and Designation of Forum. (a) The laws of the States of Texas and Washington without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.

(b) A party bringing a legal action or proceeding against the other party arising out of or relating to this agreement or the transactions it contemplates must bring the legal action or proceeding in any court of the State of Texas sitting in Montgomery County. Each party to this agreement consents to the exclusive jurisdiction of the courts of the State of Virginia sitting in Arlington County and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.

9. Force Majeure. The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.

10. Assignment; Delegation. The Buyer may not assign any of its rights under this agreement or delegate any performance under this agreement, except with the prior written consent of the Seller. Any purported assignment of rights or delegation of performance in violation of this section is void.

11. Recovery of Expenses. In any adversarial proceedings between the parties arising out of this agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.

12. Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

13. Amendments. No amendment to this agreement will be effective unless it is in writing and signed by both parties.

14. Effectiveness; Date. This agreement will become effective when both parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

15. Counterparts; Electronic Signatures. This agreement may be signed in one or more counterparts, which together will form a single agreement. This agreement may be signed electronically.

Each party is signing this agreement on the date stated opposite that party's signature.

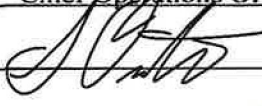


Company: LINEV Systems US, Inc.

Date: 8/28, 2024

Name: Scott Ortolani

Title: Chief Operations Officer

Signature: 

Company: _____

Date: _____, 2024

Name: *see signature page*

Title: _____

Signature: _____



EXHIBIT A





13631 Poplar Circle
 Conroe, TX 77304
 Phone: 936.588.2064
 Bob Stelling
bstelling@linevsystems.com

DATE	6/4/2024
QUOTE #	WCSO BAFO 6.4.24
VALID UNTIL	9/30/2024

CUSTOMER

Chief Caleb Erickson
 Whatcom County Sheriff's Office
 311 Grand Avenue
 Bellingham, VA 98225
fn_purchasing@co.whatcom.wa.us

TERMS

Payment: Net 30 Days
 Shipping: 45 Days / ARO
 Delivery: FOB Origin,
 Prepay and ADD
 Warranty: 24-Months

ITEMS	QTY	UNIT PRICE	AMOUNT
CLEARPASS - DIGITAL FULL BODY SECURITY SCREENING SYSTEM	2	\$ 134,250.00	\$ 268,500.00
DRUGUARD® Narcotics Detection Algorithm	2	\$ 10,000.00	\$ 20,000.00
A-EYE - Full Body AutoDetection Algorithm	2	\$ 15,000.00	\$ 30,000.00
BV MAX - Mattress Inspection X-ray with Automatic Detection	1	\$ 41,500.00	\$ 41,500.00
Installation and Calibration	2	\$ 9,865.00	\$ 19,730.00
On-Site Training	1	\$ 4,500.00	\$ 4,500.00
1-Year Extended Warranty (at time of sale)	6	\$ 9,000.00	\$ 54,000.00
SUB-TOTAL EQUIPMENT	1		\$ 438,230.00
Tax @ 9%	1	9%	\$ 39,440.70
SHIPPING	1	\$ 3,500.00	\$ 3,500.00
SUB-TOTAL EQ, Tax, Shipping			\$ 481,170.70
Package Discount @ 8.5%	1	8.5%	\$ 40,899.51
TOTAL			\$ 440,271.19
** LINEV Systems US, Inc. will include our networking solution, DMS with Active Director			
** Whatcom County would be responsible for the IT infrastructure (Server if required, raceway, etc.)**			

Subtotal	\$ 440,271.19
Shipping	\$ -
Tax rate	9%
Tax due	\$ -
TOTAL	\$ 440,271.19

TERMS AND CONDITIONS

1. Payment Terms: 30% Deposit on PO, 70% at Customer Signoff.
2. These prices do not include sales tax, if applicable.
3. Purchase Orders shall be written to:
Linev Systems US, Inc., 13631 Poplar Circle, Conroe, TX :
4. Late fees may be applied to past due invoices.
<https://linevsystems.us/terms-and-conditions/>

WHATCOM COUNTY:

Recommended for Approval:

[Signature]
Donnell "Tank" Tanksley, Sheriff

8/15/24
Date

Approved as to form:

Approved via email 8/12/24 B.W (LP)
Brandon Waldron, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: *Satpal Sidhu*
Satpal Sidhu, Whatcom County Executive



STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 11 day of September, 2024, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Tawni Helms

NOTARY PUBLIC in and for the State of Washington, residing
at Whatcom. My commission
expires 3/31/2027.

**WHATCOM COUNTY
SHERIFF'S OFFICE**
DONNELL "TANK" TANKSLEY
Sheriff




PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225
(360) 778-6600

RECEIVED

SEP 05 2024

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Donnell "Tank" Tanksley, Sheriff 
RE: Body Scanners for the Jail and Work Center (RFP #24-29)
DATE: August 12, 2024

Enclosed are two (2) originals of a contract between Whatcom County and Linev Systems US, Inc. for your review and signature.

▪ **Background and Purpose**

Linev Systems US, LLC was selected through the evaluation process of RFP #24-29, Whole-Body Imaging Scanning Systems. These two (2) new body scanners will replace obsolete body scanners currently installed in the Jail and Work Center for which updated software is no longer available. These new scanners also include AI software that will provide detection of contraband otherwise undetectable in our current scanners.

▪ **Funding Amount and Source**

Funding for this purchase in the amount of \$440,000 was approved in the Jail Fund by Council on Supplemental IDs #2024-4204 and #2024-4317, and included on the Exhibit "B" Capital List during the Mid-biennium budget process as appropriated on Ordinance #2023-068.

▪ **Differences from Previous Contract**

This is a new contract.

Please contact Darrell Smith x6507, if you have any questions or concerns regarding the terms of this agreement.

Encl. (2)