

STATE OF ILLINOIS, }  
COUNTY OF WINNEBAGO } ss.

*I, MARGIE M. MULLINS, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:*

**RESOLUTION RENEWING ANNUAL MAINTENANCE AGREEMENT FOR X-RAY SCANNERS**


*With the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,*



*this 25<sup>TH</sup> DAY OF JANUARY, 2018.*

MARGIE M. MULLINS, Winnebago County Clerk

BY:  Deputy County Clerk

**RESOLUTION**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Dave Fiduccia  
 Submitted by: Public Safety Committee

**2018 CR 012**

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**RESOLUTION RENEWING ANNUAL MAINTENANCE AGREEMENT  
 FOR X-RAY SCANNERS**

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**WHEREAS**, the County of Winnebago purchased the following seven X-Ray Scanners for various security locations within County facilities in September of 2012 from AutoClear, LLC; and

MODEL: AC6848 SERIAL # 121025P#235MESM  
 MODEL: AC6848 SERIAL # 130122P#08MESM  
 MODEL: AC6848 SERIAL # 130124P#09MESM  
 MODEL: AC6848 SERIAL # 121025P#236MESM  
 MODEL: AC6848 SERIAL # 121107P#253MESM  
 MODEL: AC6848 SERIAL # 121107P#252MESM  
 MODEL: AC6848 SERIAL # 121106P#249MESM

**WHEREAS**, a one (1) year Platinum Level Maintenance Agreement was included with the original purchase and has been renewed annually, providing premier service and unlimited technical support, parts, travel expenses of technicians, and two (2) preventive maintenance checks with radiation survey (cleaning, adjustments, tightening, and calibrations) to be completed on each unit per year; and

**WHEREAS**, proper maintenance for this security equipment is vital to the safety of all persons entering a secure County facility, and to ensure compliance with standards specifically established by the State of Illinois for this type of equipment; and

**WHEREAS**, the County of Winnebago would like to renew the AutoClear, LLC Annual Maintenance Agreement for each scanner at the Platinum Level rate of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) per unit, for a total of THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$31,500.00); and

**WHEREAS**, the Public Safety Committee of the County Board for the County of Winnebago, Illinois has reviewed the AutoClear, LLC Annual Maintenance Agreement and recommends renewal.

**WHEREAS**, the Public Safety Committee has determined that the funding for the aforementioned purchase shall be as follows:

<b>12000-81200: 2 X-Ray Machines</b>	<b>\$9,000</b>
<b>12000-01721: 3 X-Ray Machines</b>	<b>\$13,500</b>
<b>12000-01056: 1 X-Ray Machine</b>	<b>\$4,500</b>
<b>12000-01526: 1 X-Ray Machine</b>	<b>\$4,500</b>

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Director of Purchasing is hereby directed and authorized to enter into a contract with AutoClear, LLC renewing the County's annual x-ray scanner maintenance agreement with AutoClear, LLC and to issue a purchase order to AutoClear, LLC, 2 Gardner Road, Fairfield, NJ 07004 in the amount of THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$31,500.00) for payment of the one year renewal agreement.

**BE IT FURTHER RESOLVED**, that any agreement entered into by the County pursuant to the authority granted in this Resolution shall have substantially the same terms as those contained in the agreement which is attached to this Resolution as "Resolution Attachment A".

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby directed and authorized to prepare and deliver certified copies of this Resolution to the Facilities Manager, Director of Purchasing, Finance Director, and County Auditor.

Respectfully Submitted,  
**PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

  
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DAVE FIDUCCIA, CHAIRMAN


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DAVE FIDUCCIA, CHAIRMAN

  
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AARON BOOKER

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AARON BOOKER

  
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DAN FELLARS

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DAN FELLARS

  
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ELI NICOLOSI

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ELI NICOLOSI

  
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FRED WESCOTT

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FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of  
Winnebago, Illinois this 25<sup>th</sup> day of January 2018.

  
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**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

  
\_\_\_\_\_  
**MARGIE M. MULLINS**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

# AUTOCLEAR

2 GARDNER ROAD, FAIRFIELD, NEW JERSEY 07004

Tel: 973-276-6000;

Fax: 973-276-6166

## ANNUAL MAINTENANCE AGREEMENT

BILLING ADDRESS:

SYSTEM ADDRESS:

Winnebago County  
650 West State St  
Rockford, IL 61101

GSA ACCOUNT: \_\_\_\_\_

ATTN: Ann Johns  
PHONE: 815-319-4386

<u>MODEL</u>	<u>SERIAL #</u>	<u>AGREEMENT PERIOD</u>	<u>PLAN</u>	<u>PRICE</u>
AC6848	121025P#235MESM	01/28/18 – 01/27/19	PLATINUM	\$4500
AC6848	130122P#08MESM	01/28/18 – 01/27/19	PLATINUM	\$4500
AC6848	130124P#09MESM	01/28/18 – 01/27/19	PLATINUM	\$4500
AC6848	121025P#236MESM	01/28/18 – 01/27/19	PLATINUM	\$4500
AC6848	121107P#253MESM	01/28/18 – 01/27/19	PLATINUM	\$4500
AC6848	121107P#252MESM	01/28/18 – 01/17/19	PLATINUM	\$4500
AC6848	121106P#249MESM	01/28/18 – 01/27/19	PLATINUM	\$4500

TOTAL: \$31,500

THERE ARE 2 PREVENTIVE MAINTENANCE CHECKS WITH RADIATION SURVEY PER YEAR WITH THE PLATINUM LEVEL. TO BE SCHEDULED BY THE ACCOUNT.

PLEASE SIGN BELOW AND RETURN WITH PO OR PAYMENT

CUSTOMER SIGNATURE

POSITION

DATE

ACCEPTED BY AUTOCLEAR

DATE:

AUTOCLEAR,LLC AGREES TO PROVIDE AND THE CUSTOMER AGREES TO ACCEPT MAINTENANCE AGREEMENT SERVICES ON THE EQUIPMENT LISTED ABOVE TO THE PLAN CHOSEN. THE TERMS & CONDITIONS LISTED SEPARATELY ARE THE SOLE TERMS & CONDITIONS.



# **AUTOCLEAR**

## **SERVICE PLAN OPTIONS X-RAY SCANNERS**

### **PLATINUM LEVEL USA ONLY**

- Premier level of service
- Preferred Customer status on Emergency Service Calls
- Includes all Parts, Labor, Travel and Living Expenses
- TWO Preventive Maintenance checks with radiation survey. These are to be scheduled by the account at their convenience. Includes Cleaning, Adjustments, Tightening, and Calibrations
- Technical Support 800 number
- Unlimited visits by a technician for Emergency Technical Problems
- One Fixed Cost per Agreement for Maintenance and Emergency Technical repair

### **GOLD LEVEL USA ONLY**

- Preventive Maintenance check
- Includes Labor and Parts
- Excludes Travel Costs, and Travel and Living Expenses for all Service calls

### **SILVER LEVEL USA ONLY**

- Includes Labor
- Preventive Maintenance check
- Travel and travel related cost
- Excludes all Parts. All cost for Parts are charged at List Price to the customer upon installation

- **ALL PLANS ARE FOR TWELVE MONTH PERIODS**
- **PLATINUM PLAN INCLUDES TWO PREVENTIVE MAINTENANCE CHECK**
- **BASED ON SERVICE PERFORMANCE DURING REGULAR BUSINESS HOURS**

**AUTOCLEAR  
MAINTENANCE AGREEMENT  
GENERAL TERMS AND CONDITIONS**

- A. Equipment:** This Agreement covers only the Equipment described and does not include items that are not of AutoClear LLC (AC) manufacture unless otherwise specified.
- B. INSPECTION:** Each item of Equipment shall be inspected and tested each year as specified in the Plan selected. Repairs and adjustments will be made provided the need rises from normal usage and not from abuse, labor disputes, fire, water, explosions, or as a result of improper power or environmental conditions that are the responsibility of the Customer. This inspection shall consist of a complete check of the Equipment, alignment, and cleaning when considered necessary by an AC Service Engineer or Authorized Service Representative.
- C. CONDITIONS OF ACCEPTANCE:** AC will inspect and overhaul any Equipment that is not currently covered by either the Warranty or Annual Maintenance Agreement in order to determine that the Equipment is acceptable before enrollment. The inspection and overhaul will be at the Customer's location and will be chargeable at a Discounted Per Diem Rate plus the cost of any parts needed.
- D. REPAIR:** AC shall repair at no charge any Equipment that fails under normal usage that is repairable at Customer's location. Equipment that requires factory attention must be returned to the factory for repair at Customer's expense. All items being returned must have a Return Authorization Number that is received from the Service Department. This Agreement does not include repairs resulting from Operator Error, Damage caused by a third party, Acts of Nature, Union Disputes, etc.
- E. RESPONSIBILITY:** All services are to be performed in good faith, but no responsibility can be assumed by AC for delays by suppliers in providing material services, for acts of God, decrees or acts of government, strikes, delays in transportation, Unavailability of Replacement Parts, interruption of business of either party or other causes beyond AC's control and in any event AC shall not be liable for consequential loss or damage.
- F. COMPONENT EXCHANGES:** AC may, at its discretion, exchange or modify components. Only those components, which may have not been altered in such fashion as to destroy their intrinsic value, will be considered suitable for exchange or modification.
- G. EMERGENCY SERVICE:** In addition to the agreed inspection visit, Customer may call for visits at no additional charge during our Regular Business Hours in case of Emergency Technical Breakdowns. The term Emergency Technical Breakdown as used here shall not apply to normal replacement of expandable items. Every responsible effort will be made to give a 24-hour AutoClear response time to emergency calls during regular business hours.
- H. COVERAGE:** The Maintenance Agreement shall cover travel expenses, parts and services as specified in the Service Plan selected. See attached Service Plan Options.
- I. CUSTOMER FACILITIES:** Customer is to provide resources necessary to move or transport Equipment, including the services of electricians, plumbers, masons, carpenters, or other craftsmen where such services may be necessary in modifying or correcting the customer's facilities. Such service is to be provided promptly.
- J. RENEWAL:** This Agreement may be renewed for additional successive yearly periods by mutual consent at prices effect at time of renewal.
- K. TERMINATION:** Either party may terminate this Agreement at any time on 30-Day Written Notice. Any refunds and additional charges shall be made on a Pro-Rata basis.
- L. PAYMENT TERMS:** Invoices will be issued approximately 30 days prior to the commencement of the Agreement. Payment is Net 30 Days from the date of the invoice. Special terms are available subject to an additional service charge. Standard U.S. Government payment terms for the period of the Agreement will be extended to all Federal Agencies. Credit Cards are accepted for payment.
- M. HOURS OF SERVICE:** All maintenance rates are based on providing service during our Regular Business hours, 8:30 to 5:00pm. Monday thru Friday excluding Holidays. Where service is required in addition to or outside of these hours, such service is chargeable at our Normal Hourly rate instead of our over-time hourly rate charged to Per Diem Customers. Service outside our normal working hours where a Service Engineer is called from their home has a Four Hour Minimum Charge.
- N. TRAVEL TIME:** Travel time will be that time spent traveling from the last location or from the local Service Office, whichever is the lesser distance under normal circumstances, and then return to same or any portion thereof, not chargeable to another Customer.
- O. GUARANTEE:** All Per Diem work performed and all material installed (excluding that material which has its own specific warranty), by AC is guaranteed for 30 days from completion date, for that work actually performed to be within manufacturer's specifications. Additional work required, regardless of time interval, will be charged accordingly.
- P. TAXES:** Customer shall pay all applicable taxes payable based on charges made or services furnished hereafter.