

## SECOND AMENDMENT TO CONTRACT

This Second Amendment to Contract, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through its **DEPARTMENT OF CORRECTIONS**, hereinafter referred to as "**METRO GOVERNMENT**" and **VIRTUAL IMAGING, INC.**, with offices located at at 5600 Broken Sound Boulevard, Boca Raton, Florida 33487 herein referred to as "**CONTRACTOR**",

### WITNESSETH:

**WHEREAS**, the Metro Government and Contractor entered into a contract for service, maintenance and repair of RadPro and SecurPASS full body security screening system ("Contract"); and

**WHEREAS**, the parties wish to amend the Contract to extend its duration and update its pricing for that extended duration;

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

**Section I.** That the above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**Section II.** That Agreement Section A, Fees and Compensation, Subsection A, is hereby amended in its entirety to read as follows:

The Metro Government shall pay Contractor for services rendered pursuant to and as described in Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **ONE HUNDRED THIRTY THREE THOUSAND DOLLARS (\$133,000.00)** unless otherwise agreed to by the parties in writing.

**Section III.** That Agreement Section, III, Duration, Subsection A, is hereby amended in its entirety to read as follows:

This Agreement shall begin April 24, 2015 and shall continue through and including April 23, 2020.

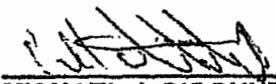
**Section IV.** That there is hereby added to Agreement Attachment A attached to this Amendment and fully incorporated herein.

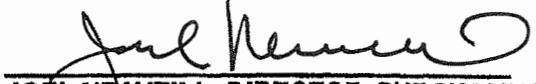
**Section V.** All other terms and conditions as set forth in the Contract shall remain in full force and effect as if fully set out herein.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND  
LEGALITY CONTINGENT  
UPON APPROVAL OF  
OF THE APPROPRIATION FOR  
THIS CONTRACT BY THE  
METRO COUNCIL

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

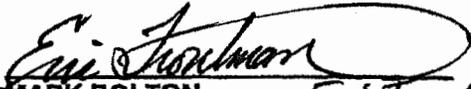
  
MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

  
JOEL NEAVEILL, DIRECTOR, PURCHASING  
DEPARTMENT

Date: 5/12/19

Date: 6/11/19

DEPARTMENT OF CORRECTIONS

  
~~MARK BOLTON~~ — Eric Troutman  
DIRECTOR — Acting Director

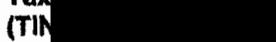
Date: \_\_\_\_\_

VIRTUAL IMAGING, INC.

By: 

Title: President

Date: 5/21/2019

Taxpayer Identification No.  
(TIN) 

Louisville/Jefferson County  
Revenue Commission Account  
No.: \_\_\_\_\_

**ATTACHMENT A**



**EXHIBIT A  
EQUIPMENT MANAGEMENT FORM  
LOUISVILLE MUNICIPAL JAIL – SVC # 021519MO**

<u>VI Inventory #</u> SN #	Equipment	Options	Effective Date	Annual \$
Serial # 122	RadPRO SecurPASS System	Platinum Service Coverage	04 / 24 / 19	\$14,500.00
Serial # 198	ConPASS	Platinum Service Coverage	04 / 24 / 19	\$14,500.00
<b>Platinum Service Plan</b>	Contract Coverage Hours (Mon-Fri – 8am – 5pm) No Company Observed Holidays Parts and Labor 2 PM per year coverage within contract hours Remote Log In Overnight Shipping of Service Parts			
PLEASE SEE TERMS AND CONDITIONS ATTACHED HERETO AND MADE A PART HEREOF FOR PARTS AND SERVICES NOT COVERED.				<b>Total Agreement Price: \$29,000.00</b>

Initials: *(Signature)*  
 Date: *10/5/19*  
 Virtual: *NT*  
 Date: *5/24/19*

## Exhibit B

### Terms and Conditions to the Service Agreement For the Platinum, Gold and Silver Service Plans

The Service Agreement is subject to the following terms and conditions (the "Terms and Conditions"). For purposes of this Exhibit B, all references herein to the term "Agreement" will mean the Service Agreement, together with Exhibit A attached thereto and this Exhibit B. All defined terms used herein but not defined herein will have the meanings ascribed thereto in the Service Agreement. All prior and/or contemporaneous negotiations and agreements, oral or written, between Virtual Imaging and Customer as it relates to the service plans outlined below (Platinum Service Plan, Gold Service Plan and/or Silver Service Plan) purchased by Customer pursuant to this Agreement are superseded by this Agreement, including these Terms and Conditions. Any terms different from or in addition to these Terms and Conditions, whether communicated orally by Customer, or contained in any Customer proposal, acknowledgment, invoice or any other document used by Customer will not form part of this Agreement, even if Customer purports to condition Customer's acceptance of this Agreement on Virtual Imaging's agreement to such different or additional terms or conditions, and Virtual Imaging hereby expressly rejects all such different or additional terms and conditions.

#### Service Plans Features

**Platinum Service Plan** – Subject to the Terms and Conditions set forth herein, the Platinum Service Plan includes:

- Routine Preventive Maintenance (which encompasses cleaning, lubrication and adjustments – See Section entitled "Routine Preventive Maintenance" below for further details and restrictions) and repair service (which includes time and labor for repair of the Equipment) (hereinafter Routine Preventive Maintenance and repair service is collectively referred to as the "Service") for the Equipment.
- Equipment Part Coverage (which includes providing replacement parts for the Equipment, subject to the exclusions outlined below under the Section below entitled "Exclusions").
- Coverage under Protection Plus for the following models of Canon detectors when the Platinum Service Plan is purchased for eligible detectors after the point of sale of such detectors: CXDI-710C Wireless; CXDI-810C Wireless; CXDI-410C Wireless; CXDI-701C Wireless; CXDI-801C Wireless; CXDI-401C Wireless; CXDI-501G; CXDI-401G Compact; CXDI-401C Compact; CXDI-50RF; CXDI-501C; CXDI-401C Fixed; CXDI-70C; CXDI-80C; CXDI-50G; CXDI-55C; CXDI-55G; and CXDI-60C. Coverage under Protection Plus Point of Sale for the following models of Canon detectors when the Platinum Service Plan is purchased for eligible detectors at the point of sale of such detectors: CXDI-710C Wireless; CXDI-810C Wireless; CXDI-410C Wireless; CXDI-701C Wireless; CXDI-801C Wireless; CXDI-401C Wireless; CXDI-501G; CXDI-401G Compact; CXDI-401C Compact; and CXDI-50RF. Separate terms and conditions apply for each of Protection Plus and Protection Plus Point of Sale, which are attached to this Agreement, as applicable. Protection Plus and/or Protection Plus Point of Sale are subject to change by Virtual Imaging, in its sole discretion, at any time, however, any such change will not impact detectors that have been enrolled in Protection Plus or Protection Plus Point of Sale, as applicable, prior to the effective date of such change.

**Gold Service Plan** – Subject to the Terms and Conditions set forth herein, the Gold Service Plan includes:

- Service (as defined above under the "Platinum Service Plan") for the Equipment.
- Equipment Part Coverage – which includes providing replacement parts for the Equipment, subject to the exclusions outlined below under the Sections below entitled "Exclusions" and "Additional Terms and Conditions for Gold and Silver Service Plans- Equipment Part Coverage Exclusions."

**Silver Service Plan** – Subject to the Terms and Conditions set forth herein, the Silver Service Plan includes:

- Equipment Part Coverage – which includes providing replacement parts for the Equipment, subject to the exclusions outlined below under the Sections below entitled "Exclusions" and "Additional Terms and Conditions for Gold and Silver Service Plans-Equipment Part Coverage Exclusions."

**Term and Termination** – The Term of this Agreement is set forth on the first page of the Service Agreement. Either party may terminate this Agreement in the event that the other party materially breaches any of the terms or conditions of this Agreement and fails to cure said breach within thirty (30) days after its receipt from the non-breaching party of written notice outlining such breach. Notification of the breach must be sent by the non-breaching party to the breaching party via a nationally recognized overnight carrier service. Material breach, for purposes of this Agreement, means a breach of any term or condition of this Agreement, including, without limitation, Customer's timely payment of all amounts due under this Agreement. Notwithstanding the foregoing, Virtual Imaging will have the right to immediately terminate this Agreement or Customer's Platinum, Gold, and/or Silver Service Plan coverage for any Equipment hereunder as further provided in the Section below entitled "Exclusions." In the event that Customer terminates this Agreement for any reason other than due solely to Virtual Imaging's uncured material breach, Customer will be required to immediately pay to Virtual Imaging all amounts due and owing under this Agreement as of the date of the early termination. In addition, as applicable, Virtual Imaging will be entitled to recover any other damages available to it at law or equity.

**Customer Phone Support** - Customer phone support for the Equipment covered by this Agreement is available from 8:00 AM to 8:00 PM (EST) Monday through Friday (except for Virtual Imaging observed holidays, a list of which will be provided by Virtual Imaging to Customer upon Customer's written request, referred to herein as "Observed Holidays") by calling Virtual Imaging's Call Center at 561-893-8400.

**Charges** - Customer will be billed in advance and payment in full in U.S. dollars is due to Virtual Imaging within thirty (30) days of the invoice date ("Due Date"). Applicable taxes will be added to the charges and reflected in the invoice sent to Customer. Prepaid charges will not be refundable except as expressly provided in subsection (b) of the Section below entitled "Exclusions." Customer will be placed on collect on delivery (COD) status if payment is not received on the Due Date. A late charge of 1.5% per month (or the maximum legal interest rate allowed by applicable law, if less) will be assessed for payments not received by the Due Date. Additionally, Virtual Imaging may withhold performance of its obligations under this Agreement in whole or in part until any delinquent payment is received by Virtual Imaging. If payment is delinquent and cannot be collected on demand or during the cure period set forth in the Section entitled "Termination," Customer agrees to pay all costs and expenses incurred by Virtual Imaging, including reasonable attorney's fees and court costs, in connection with Virtual Imaging's efforts to collect any payment due by Customer pursuant to this Agreement. Customer is responsible for all state, local or excise taxes levied on Service or sales during the Term of this Agreement. If Customer is tax-exempt, a current tax-exemption certificate must be mailed to Virtual Imaging immediately upon execution by Customer of this Agreement.

#### **Exclusions**

(a) Software (which includes, but is not limited to operating software, diagnostic software and firmware) is not covered under this Agreement. Notwithstanding the foregoing, during the Term of this Agreement, Virtual Imaging will provide updates for RadPRO® and Canon brand software products which Virtual Imaging sold to Customer.

(b) If for any reason Virtual Imaging is unable to obtain Equipment parts for the Equipment covered under this Agreement, Virtual Imaging may, without liability, immediately cancel any balance of the Term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges made pursuant to this Agreement. If the cost of a part needed to Service the Equipment or a replacement part exceeds fifty percent (50%) of the Equipment's fair market value, such part will not be covered. Equipment or parts replaced or removed by Virtual Imaging in connection with this Agreement will become the sole property of Virtual Imaging, and Customer hereby disclaims any and all interest therein.

(c) Customer acknowledges and agrees that Virtual Imaging's ability to perform its obligations hereunder is dependent on Customer's full and timely cooperation with Virtual Imaging. Customer will provide Virtual Imaging clear and safe access to the Equipment for purposes of providing Service, and will maintain a fully functional and safe working environment for Virtual Imaging's service representative to perform such Service. Customer will not relocate any Equipment covered under this Agreement from the site it was originally installed in at the commencement of the Term without Virtual Imaging's prior written consent, which consent may be withheld in Virtual Imaging's sole discretion, and Virtual Imaging may, without liability, immediately terminate this Agreement or Customer's Platinum, Gold, and/or Silver Service Plan coverage, as applicable, for the Equipment that was relocated without Virtual Imaging's written consent. Relocation of Equipment is not provided under this Agreement. Virtual Imaging may, without liability, immediately terminate this Agreement if Customer removes any Equipment listed on Exhibit A from coverage hereunder, without Virtual Imaging's prior written consent, which consent may be withheld in Virtual Imaging's sole discretion. Virtual Imaging will not be obligated to perform its obligations under this Agreement with respect to any Equipment it determines

was damaged as a result of (i) any willful act, tampering, negligence, abuse or misuse of the Equipment; (ii) any maintenance, repair, and/or relocation service performed on the Equipment by anyone other than Virtual Imaging personnel or a third-party who has been expressly authorized by Virtual Imaging to perform such service on its behalf; or (iii) power failures or modifications, operator error, accident, fire, flood, water damage, terrorism, war, insurrection or an act of God, and Virtual Imaging may also, without liability and upon written notice to Customer, immediately terminate this Agreement or Customer's Platinum, Gold, or Silver Service Plan coverage, as applicable, for such damaged Equipment.

(d) **EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY – VIRTUAL IMAGING EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE PARTS AND THE PERFORMANCE OF SERVICE. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE FURNISHING OF SERVICE BY VIRTUAL IMAGING PURSUANT TO THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT. VIRTUAL IMAGING WILL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE UNLESS CAUSED DIRECTLY BY VIRTUAL IMAGING'S NEGLIGENCE OR WILLFUL MISCONDUCT. THE LIABILITY OF VIRTUAL IMAGING ARISING UNDER OR RELATING TO THIS AGREEMENT WILL IN NO EVENT EXCEED THE FEE OR AMOUNT RECEIVED BY VIRTUAL IMAGING FROM CUSTOMER FOR THE SERVICE WHICH CAUSES ANY SUCH LIABILITY. IN NO EVENT WILL VIRTUAL IMAGING BE LIABLE FOR DAMAGES SUCH AS LOST INCOME OR LOST PROFITS, LOST DATA, OR ANY OTHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (WHETHER CONTRACT, STRICT LIABILITY OR TORT), IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES OR PARTS PROVIDED AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. Unless prohibited by law, no action arising out of or relating to this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the action accrued.**

**No Assignment** – Customer will inform Virtual Imaging promptly in writing of any change of name, change of any office location, or change of legal form of its business. Customer cannot assign this Agreement without Virtual Imaging's prior written consent (which consent will be in Virtual Imaging's sole discretion), and any attempted assignment without such consent will be void.

**Restrictions on Hiring Employees** - Customer acknowledges that Virtual Imaging has invested considerable amounts of time and money in training its employees in the systems, procedures, methods, forms, reports, formulas, computer programs, plans, techniques and other valuable information that are proprietary and unique to Virtual Imaging's manner of conducting its business and that Virtual Imaging makes such information available to its employees, its parent and its affiliates, on a confidential basis. Therefore, Customer agrees that no employees of Virtual Imaging, its parent or its affiliates, will be hired by Customer or its subsidiaries, affiliates or facilities for the Term of this Agreement and twelve (12) months thereafter, and that Customer will not permit any employees of Virtual Imaging, its parent or its other affiliates to provide services for any Customer or any of its subsidiaries, affiliates or facilities indirectly (through consulting contracts, contracts with third parties that employ or otherwise retain any Virtual Imaging employees, or otherwise) for the Term of this Agreement and twelve (12) months thereafter. Customer agrees that if Customer or any of its subsidiaries, affiliates or facilities violates the obligations set forth in this Section, Customer will pay to Virtual Imaging, and Virtual Imaging will accept as liquidated damages and not as a penalty, an amount equal to two (2) times the annual salary of the employee(s) retained or allowed to work for Customer in violation of this Section. Customer agrees that the foregoing restrictions are reasonably necessary to protect Virtual Imaging's legitimate business interest, and that they are reasonable as to their scope and duration. This Section will survive the termination or expiration of this Agreement.

**Miscellaneous** - The headings in this Agreement are inserted for convenience of reference only and will not constitute a part hereof. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all previous proposals and agreements whether oral or written. Only those representations or statements contained in this Agreement will be binding upon Virtual Imaging as a warranty or otherwise. Customer's acceptance of this Agreement is expressly limited to these Terms and Conditions and the terms and conditions set forth elsewhere in this Agreement, and Customer may not modify, add, delete or otherwise alter any of the terms and conditions set forth in this Agreement. No amendment, modification or alternation of the terms and conditions set forth in this Agreement will be binding unless the same is set forth in a writing which expressly states such intent, and such writing is dated subsequent to the date hereof and approved and executed by a duly authorized officer of each party, unless otherwise provided herein. No work orders, service requests, purchase orders, invoices or similar instructions delivered to Virtual Imaging by Customer or otherwise made by Customer will amend, alter or modify this Agreement (except as provided in the preceding sentence), but rather will be deemed requests subject to, and in all cases superseded by and subject to, the terms and conditions of this Agreement. Neither party will be liable to the other for failure to perform because of causes or events beyond the control of the parties which cannot be foreseen (or if foreseeable, are unavoidable) and which prevent or hinder the performance of the party's obligations under this Agreement. No provision of this

Agreement will be deemed waived by course of conduct, unless such waiver is made in a writing signed by the parties stating that it is intended specifically to modify this Agreement, nor will any course of conduct operate or be construed as a waiver of any subsequent breach of this Agreement, whether of a similar or dissimilar nature. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining terms and provisions will not be affected or impaired.

In the performance of Virtual Imaging's obligations under this Agreement, Virtual Imaging will at all times act as and be deemed an independent contractor. Nothing in this Agreement will be construed to render Virtual Imaging or any of its employees, agents or officers, an employee, joint venture, agent or partner of Customer. Neither party is authorized to assume or create any obligations or responsibilities, express or implied, on behalf of the other party, except as may be specifically provided for herein. The employees, methods, facilities and equipment of Virtual Imaging will at all times be under Virtual Imaging's exclusive direction and control. Virtual Imaging reserves the right to perform any of its obligations hereunder through its authorized subcontractors or agents.

**Law Governing Agreement** - This Agreement is made within the State of Florida and this Agreement and any dispute, claim or controversy between the parties arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of law provisions. Customer hereby consents to the exclusive jurisdiction and venue of either the U.S. District Court for the Southern District of Florida or the state courts located in Palm Beach County, Florida. Customer further agrees that all suits commenced by Customer against Virtual Imaging upon any and all causes of action, whether or not such causes of action have arisen under or relate to this Agreement and regardless of the legal theory upon which such causes of action are based, will be brought exclusively in either the U.S. District Court for the Southern District of Florida or the state courts located in Palm Beach County, Florida. **The parties irrevocably waive any right to a jury trial in any and all causes of action between them, whether or not such causes of action have arisen under or relate to this Agreement and regardless of the legal theory upon which such causes of action are based.**

#### **Additional Terms and Conditions for Platinum and Gold Service Plans**

**Hours of Service** – Unless Virtual Imaging agrees in its sole discretion in writing to the contrary, Service will be provided during normal business hours Monday through Friday, 8:00 AM - 5:00 PM local time at the location of the Equipment specified in this Agreement (the "Customer Facility"), excluding Observed Holidays. Service after normal business hours, on weekends or on Observed Holidays may, in Virtual Imaging's sole discretion, be provided, but such Service will be billed as overtime at a rate of one and one-half (1.5) times Virtual Imaging's current billing rate, which amount will be payable in full in accordance with the terms of the invoice. Virtual Imaging reserves the right to withhold or discontinue performance of its obligations under this Agreement if timely payment of Service billed as overtime is not made as required by this Agreement. Because Routine Preventative Maintenance can take up to four (4) hours to complete, Routine Preventative Maintenance will not begin later than 1:00 PM local time/Customer Facility unless otherwise agreed upon by Virtual Imaging and Customer in writing. While no assurances can be given, Virtual Imaging will endeavor to (i) return all calls for Service received after 8:00 AM but prior to 3:00 PM local time/ Customer Facility within two (2) hours after the call has been received by Virtual Imaging's Call Center (561-893-8400) (calls received after 3:00 PM Customer Facility local time will result in a return call the next morning), and (ii) dispatch a Service representative on site within four (4) hours of the call being received by Virtual Imaging's Call Center after 8:00 AM but prior to 3:00 PM local time/Customer Facility (calls received after 3:00 PM local time/ Customer Facility may result in a service representative being dispatched the following business morning).

**Routine Preventive Maintenance** - Routine Preventive Maintenance includes checking to confirm that the Equipment is functioning as per manufacturer's published specification and notifying Customer of any issues and suggested repairs. Virtual Imaging certified Field Service Engineers will provide Routine Preventive Maintenance at six (6) month intervals, during the regular hours of service as described in the "Hours of Service" Section above at a date and time that is mutually agreed upon by the Field Service Engineer and Customer. Virtual Imaging will contact Customer to establish the date and time for the Routine Preventative Maintenance, and Customer will make the Equipment and the area where the Equipment is located available to Virtual Imaging so that the Routine Preventive Maintenance can be completed on the scheduled date and time. If the Equipment or Equipment area is not made available on the scheduled date and time, or if Customer cancels the scheduled appointment, it will be Customer's responsibility to re-schedule the Routine Preventive Maintenance within sixty (60) days of the originally scheduled date by calling Virtual Imaging's Call Center at 561-893-8400. If the Routine Preventive Maintenance is not re-scheduled and completed within sixty (60) days of the originally scheduled date, Customer waives the right to receive Routine Preventive Maintenance for that six (6) month interval and will be required to wait until the next six (6) month interval, if applicable, to receive Routine Preventive

Maintenance. Routine Preventive Maintenance should be considered as a line of defense against unplanned downtime and Equipment failure. Field Service Engineers will not be repairing the Equipment during the Routine Preventive Maintenance. Customer will be responsible for scheduling a request for repair service to address any issues identified during the Routine Preventive Maintenance. Depending upon the Service Plan selected by Customer, the Equipment parts necessary to repair the Equipment may not be covered and Customer will need to pay for such Equipment part replacement within thirty (30) days of its receipt of an invoice. For additional information, please refer to the "Service Plans Features" Section above.

#### **Additional Terms and Conditions for Gold and Silver Service Plans**

**Equipment Part Coverage Exclusions** - Consumable parts and/or supplies, including, but not limited to, Equipment batteries, glassware (which may include, but is not limited to, X-ray tubes, image intensifiers, and camera tubes), bulbs, styli, and any other parts or supplies that are replaced due to normal operation, or any other items which may be expressly excluded as noted on Page 1 of this Agreement or Exhibit A – Equipment Management Form of this Agreement, are not covered under this Agreement. For the avoidance of doubt, this Section does not apply to the Platinum Service Plan.

#### **Additional Terms and Conditions for the Silver Service Plan**

**Equipment Part Coverage Delivery** - Orders for Equipment parts which are covered by this Agreement can be made by calling Virtual Imaging's Call Center at 561-893-8400. Orders for Equipment parts covered pursuant to this Agreement will be shipped by Virtual Imaging on the same day via overnight service for next business day delivery provided that such order is received by Virtual Imaging Monday through Friday (except for Observed Holidays) before 4:30 PM (EST). Orders for Equipment parts which are covered by this Agreement that are received by Virtual Imaging after 4:30 PM (EST) will be shipped by Virtual Imaging on the next business day via overnight service for next day delivery.

**Return Material Authorization** – Customer will receive from Virtual Imaging a return material authorization ("RMA") form for the return of parts and/or equipment ("Return Material") authorized by Virtual Imaging inside the package containing the applicable replacement part or equipment. The RMA form will contain a RMA number and a return by date, which will be twenty-one (21) days from the date Virtual Imaging ships the applicable replacement part or equipment to Customer (the "Return By Date"). Should Customer need another copy of the RMA form, Customer will contact Virtual Imaging's Customer Support at 561-893-8400 to receive such copy. Customer will deliver to Virtual Imaging the Return Material on or before the Return By Date. In the event that Customer fails to deliver the Return Material to Virtual Imaging by the Return By Date without a just cause, as determined by Virtual Imaging in its sole discretion, Virtual Imaging will invoice Customer for the applicable replacement part or equipment at Virtual Imaging's then-current rate for such replacement part or equipment, which amount will become immediately due and owing. Virtual Imaging will not be responsible for any Return Material returned to Virtual Imaging by Customer without a RMA number clearly marked on the outside of the package and a signed RMA form inside the package, and any Return Material returned to Virtual Imaging by Customer without such marking and RMA form may be refused and/or returned to Customer at Customer's sole cost and expense.

RESOLUTION NO. \_\_\_\_\_, SERIES 2019

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED AMENDMENT TO SOLE SOURCE CONTRACT FOR CORRECTIONS CONCERNING SERVICE, MAINTENANCE AND REPAIR OF THE PROPRIETARY RADPRO AND SECURPASS FULL BODY SECURITY SCREENING SYSTEM- (VIRTUAL IMAGING, INC. - \$29,000 FOR A NEW NOT-TO-EXCEED AMOUNT OF \$133,000.00).

Sponsored By: \_\_\_\_\_

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

**SECTION I:** The following appropriation for the listed contract is hereby approved:

**CORRECTIONS**

\$29,000.00 for a new not-to-exceed amount of \$133,000.00 for an amendment to the noncompetitively negotiated Sole Source Contract with Virtual Imaging, Inc. for service, maintenance and repair of RadPro and SecurPASS body scanners from April 24, 2015 through April 23, 2020.

**SECTION II:** This Resolution shall take effect upon its passage and approval.

\_\_\_\_\_  
H. Stephen Ott  
Metro Council Clerk

\_\_\_\_\_  
David James  
President of the Council

\_\_\_\_\_  
Greg Fischer  
Mayor

\_\_\_\_\_  
Approval Date

**APPROVED AS TO FORM AND LEGALITY:**

Michael J. O'Connell  
Jefferson County Attorney

BY:   
\_\_\_\_\_

Corrections - Contract (Sole Source) with Virtual Imaging Inc (Second Amendment for FY20) Resolution 051319.doc [pr]



**Office of Management and Budget  
Division of Purchasing  
Non-Competitive Contract Request Form**

Department	Metro Corrections	Department Contact	Ronna Martin
Contact Email	ronna.martin@louisvilleky.gov	Contact Phone	502-574-2189

Contract Type: check one	<b>New</b>	<b>Amendment</b>		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)		✓	✓	
	<b>Start</b>	<b>End</b>		
Requested Contract Dates (MM/DD/YYYY)	04/24/2015	04/23/2020		

**VENDOR INFORMATION**

Vendor Legal Name	Virtual Imaging, Inc.				
DBA					
Point of Contact	Maria Clara Osorio	Email	maosorio@vifla.com		
Street	5600 Broken Sound Blvd.				
Suite/Floor/Apt		Phone	561-893-8583		
City	Boca Raton	State	FL	Zip Code	33487
Federal Tax ID#		SSN# (if sole proprietor)			
Louisville Revenue Commission Account #					
<u>Human Relations Commission Certified Vendors</u>	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

**FINANCIAL INFORMATION**

Not to Exceed Contract Amount	<b>\$133,000</b>		(including reimbursement expenses, if applicable)		
Fund Source: General Fund	✓				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	1101	370	3030	300130	522622
<b>Payment Rate</b>		per hour		per day	per service
		per month	\$29,000/m	Other	
<b>Payment Frequency</b>		Monthly		Upon Completion / Delivery	
	✓	Quarterly		Other	



**Office of Management and Budget  
Division of Purchasing  
Non-Competitive Contract Request Form**

**CONTRACT SCOPE and PURPOSE** (Attach additional documentation if necessary)

**Amendments:** Describe the circumstances under which a time extension or scope change is needed.

**New:** Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

Annual software maintenance/updates/upgrades of body scanning equipment and service/repair of body scanning machines as needed.

Annual cost has increased from \$25,000 per year to \$29,000.00 per year from 4/23/2019 - 4/24/2020.

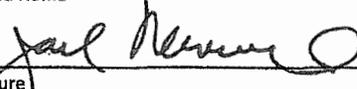
**JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE** (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

Software is proprietary to the vendor providing the maintenance, service and repairs for the software and machine. The vendor designed, manufactured and installed the machine, and is to the knowledge of Louisville Metro Department of Corrections, the only vendor able to provide software support, updates, upgrades and machine service and/or repairs as needed.

**AUTHORIZATIONS:** Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director  Date 5/3/19  
 Signature \_\_\_\_\_  
 Printed Name Mark S. Baltan

Purchasing Director  Date 5/10/19  
 Signature \_\_\_\_\_  
 Printed Name Joel Neaveill

**Alvey, Diana**

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**From:** maosorio@vifla.com  
**Sent:** Wednesday, April 24, 2019 5:14 PM  
**To:** Niehaus, Peter W.  
**Cc:** Martin, Ronna; roberta@vifla.com  
**Subject:** Re: Louisville Metro Service Agreement Renewal  
**Attachments:** 021519MO\_Louisville Municipal Jail\_Service Agrmt Renewal\_Eff 04-24-19.pdf

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Good afternoon Peter,

Thank you for the update. You are correct, the payment terms historically have been set up as quarterly. However, last year the terms changed for the agreement to be paid in full in advance. We did, however, checked with our credit department and they stated that payment terms is to remain the same as the current agreement.

Feel free to contact me if you have any further questions.

Thank you,



**Maria Clara Osorio**  
Coordinator III, Contracts

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**From:** "Niehaus, Peter W." <Peter.Niehaus@louisvilleky.gov>  
**To:** "maosorio@vifla.com" <maosorio@vifla.com>  
**Cc:** "Martin, Ronna" <Ronna.Martin@louisvilleky.gov>  
**Date:** 04/23/2019 04:07 PM  
**Subject:** Louisville Metro Service Agreement Renewal

Good afternoon Maria,

My name is Peter and I am the current Fiscal Administrator for Louisville Department of Corrections. Purchasing is in the process of reviewing this document before it is signed however I was hoping you could provide some clarification on the Billing.

In the past, the terms of this agreement have been to bill the \$29,000 in quarterly installments. The way I'm reading the terms on

the attached renewal it looks like we would be billed the full amount at the beginning of the contract. Is there any way that we could revise the agreement to be billed quarterly? Typically with our maintenance agreements, we are billed throughout the maintenance period as opposed to all at once.

Thanks!  
Peter

Peter Niehaus  
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