



Invitation to Bid

PLEASE BID THE FOLLOWING ATTACHED PURCHASE REQUEST:

Date of Request:	March 23, 2021 as published in The Daily News
Name of Request:	PBID #2021-03 Live Scan System
Bids Due:	April 6, 2021 – 10:00 am Late Bids Will Be Rejected
Where to Submit Bids:	City of Kelso
	Engineering Department
	PO Box 819/203 S. Pacific Ave
	Kelso, WA 98626

I. INVITATION AND INTENT

This RFP has been produced in accordance with the competitive negotiation process provided for in RCW 39.04.270.

- 1. Live Scan System** - the City of Kelso Police Department is seeking bids for a wireless Live Scan fingerprint system that is compliant with WSP protocols for online print submission as outlined in the [WSP Criminal Justice Training Manual 2019 \(revised April 2019\)](#) and which meet our minimum specifications below.

MINIMUM SYSTEM REQUIREMENTS	
Portable/Laptop	
	Intel Core i5 Processor
	8 GB Ram
	1 TB SSD
	Microsoft Windows 10 Pro 64 bit
	14" FHD Touchscreen
	Detached Mouse
	Backlit Keyboard
Printer	
	FBI Certified Duplex Networked Card Printer
	Two Card/Paper trays

	Wireless Printing Capability
Scanner/Accessories	
	FBI Certified/WSP Approved 500 DPI Fingerprint Scanner with 10 Print Capture
	Digital Signature Capture Device
	Magstripe Reader & Driver's License Import Interface
Cables/Connectors	
	All appropriate connectors/charging cords for equipment to be fully functional
Software	
	WSP Compliant Live Scan software with appropriate WA Type of Transaction (TOT's)
	FBI Electronic Biometric Transmission Specifications (EBTS)compliant
	WA Electronic Fingerprint Identification Specifications (EFIS) compliant
	Any customization or modification necessary for functional connection to WSP system
Warranty/Service	
	Three Year Warranty on hardware and software updates
	24-hour On-site repair plan
	9x5 online service plan
Setup/Training	
	Complete on-site setup and training of local administrator

2. **Delivery** - Delivery of the product to the City FOB destination is required and shall be made within 15 working days of the order date.
3. **Pricing** -Proposed prices shall encompass everything necessary for furnishing the items to the delivery address and associated service costs.
4. **Quality** – All products for purchase shall be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product shall be considered for purchase unless otherwise specified in the invitation. If a product is intended to be substituted for what has been requested, it must meet the quality of the listed part. You must then declare the substituted brand and provide proof that it meets that quality. The manufacturer’s standard warranty shall apply unless otherwise specified in the invitation.
5. **Significant Evaluation Factors** –
 - Ability to comply with the request specifications. (10%)
 - Demonstrated proof that the Vendor, using its own employees, has sufficient training in the design and installation of the manufacturer’s product to adequately meet our requirements. (20%)
 - The Vendors capacity to provide 24 x 7 system monitoring and technical support, at a level of support satisfactory to the owner. (10%)
 - The Vendors response to the Contractor’s Qualification Statement, specifically including, without limitation, prior experience on same or similar projects and references obtained from other project owners. (30%)
 - Total proposal cost. (30%)

Although these are significant evaluation factors, the City of Kelso reserves its unqualified right, without limitation, to consider any and all other factors that may significantly impact the project. The City is not bound to enter into a contract with the Vendor who submits the lowest priced proposal or with any

Vendor. Should the City be unsuccessful in negotiating a contract with the selected Vendor within 10 days from date of award, the City may conduct negotiations with another Vendor.

6. **Project Schedule** – To be implemented within 30 days of award. Award anticipated to be made within 3 days from proposal due date.
7. **Questions** - regarding this request will only be accepted via an email to ncaulfield@kelso.gov until March 30th at 4:00pm at which point they will be compiled and posted to the solicitation webpage for all interested parties.

II. SUBMITTAL REQUIREMENTS

1. **Bid sheet** - all Vendors shall submit a completed bid spreadsheet. Prices shall be entered in the applicable unit price column. In the event of an error, the unit price shall prevail in determining the binding bid. Bids shall be completed on the form furnished and any exceptions must be attached hereto and made a part of the contract. Retain one copy for your records. Bid prices, unless otherwise specified, must be net including all transportation and handling charges fully prepaid by Vendor to destination.
2. **Proposals** – Must include system specifications, warranty information, demonstrated proof of ability, and support capacity as outlined in the significant evaluation factors section.
3. **List of References (at least three shall be provided)**
The Vendor shall provide a list of customer references of similar size and scope, with the following information:
 - Customer name and location.
 - Contact person’s name, title, and telephone number
 - System size
 - System installation date and years system has been maintained by Vendor.
4. **Submittal** - All proposals must be submitted on the regular form including any required attachments in a sealed envelope clearly marked with the name of the Vendor, the name of the request, and the date and time of the bid opening.
5. **Public Bid Opening** – Bids will be opened and read publicly at the time and place indicated in the invitation for bids.

III. VENDOR REQUIREMENTS

Washington State requirements - all Vendors must meet the following state responsibility criteria:

- Have a Federal Tax ID#
- Have a current Washington State Unified Business Identifier (UBI) number.
- Be on the approved WSP Certified Live Scan Vendor List

IV. GENERAL CONDITIONS

1. **Reserved rights** - the City reserves the right to:
 - Modify or cancel the purchase request, selection process, or schedule at any time;

- Waive minor irregularities in proposals received;
 - Reject any and/or all responses to this ITB and to seek new proposals when it is in the best interest of the City to do so;
 - Seek clarification or additional information from respondents as it deems necessary to the evaluation of the response;
 - Request any additional information or evidence from individual respondents, including but not limited to evidence of the respondent's financial status;
 - Change the quantities of equipment or features to be furnished in order to reflect any system requirements which may become known after issuing the RFP. The unit prices furnished with the proposal will be used as the basis to modify the Vendors quoted price;
 - Incorporate this ITB and the selected Vendor's response to this ITB as a part of the final formal agreement;
 - Reject any and all quotes and to waive informalities and minor irregularities in quotes received and to accept any portion of the quote if deemed in the best interest of the City of Kelso.
2. **Hold harmless:** By participation in this ITB process, Vendors agree to hold harmless the City of Kelso, its officers, and employees from all claims, liabilities, and costs related to all aspects of the bid selection process.
 3. **Public information:** All documents, conversations, correspondence, etc. between the City and Vendors are public information subject to the laws and regulations that govern the City of Kelso, unless specifically identified otherwise.
 4. **Expenses:** All expenses related to any Vendor's response to this ITB, or other expenses incurred while the selection process is underway, are the sole obligation and responsibility of that Vendor.
 5. **Payment:** Equipment, Software, and 1st Year of Service will be paid for after delivery, installation, acceptance of satisfactory compliance, and receipt of invoice.
 6. **Contract:** The contract shall consist of the following documents: The Invitation to Bid (ITB), the accepted bid, the purchase order issued by the City and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.
 7. **New Equipment and Technology** - If at any time new equipment or new technology is released to replace or upgrade equipment presented in the proposal of the successful Vendor during the duration of this contract; the Vendor shall notify the City. Written notification shall include pricing for the new equipment along with functional description of new equipment. The pricing shall be open to negotiation and the City shall have the option to purchase the new equipment or new technology. If new equipment does not meet City's specifications then the City may rescind the contract in writing to the Vendor.
 8. **Discontinuation of Equipment** - If at any time during the duration of this purchase order and the warranty period of the equipment, the equipment is discontinued, the Vendor shall notify the City immediately. The Vendor shall also inform the City of what equipment will replace the discontinued equipment. The pricing of the replacement equipment shall meet the specifications.
 9. **Compliance with Laws** - In accepting this order Vendor represents that it has and will continue during the performance of this order to comply with the provisions of all federal, state and local laws and regulations from which liability may accrue to City from any violation thereof. By acceptance hereof,

Vendor certifies compliance with the “Fair Labor Standards Act” of 1938, as amended, in the performance of this order.

- 10. Non-Discrimination** - By acceptance hereof, Vendor certifies that during the performance of this order, it will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices in the selection or retention of subcontractors, if any, or in the procurement of materials and supply of equipment.
- 11. Rules and Regulations** - All applicable Federal, State, and Local Laws, and the rules and regulations of all authorities having jurisdiction over performance of the contract shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- 12. Liability for Errors** - While the City has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Vendors. The information is not guaranteed or warranted to be comprehensive or exhaustive. Nothing in this RFP is intended to relieve Vendors from forming their own opinions and conclusion with respect to the matters addressed in this RFP.

City of Kelso PBID Form
PBID - #2021-03 Live Scan System
Bids Due: April 6, 2021 at 10:00am
 Bids shall be valid for 120 days.

LIVE SCAN SYSTEM				
#	Description	Bid Qty	Cost Ea.	Total Price
1.	Hardware (Incl. laptop, printer, scanner, etc....)	1	\$	\$
2.	Software (Incl. installation and training)	1	\$	\$
Subtotal				\$
8.1% WA State Sales and Use Tax				\$
Total Bid				\$

SERVICE AGREEMENT				
#	Description	Bid Qty	Cost Ea.	Total Price
1.	Annual Service Plan – Year 1	1	\$	\$
2.	Annual Service Plan – Year 2	1	\$	\$
3.	Annual Service Plan – Year 3	1	\$	\$
4.	Annual Service Plan – Year 4	1	\$	\$
Subtotal				\$
8.1% WA State Sales and Use Tax				\$
Total Bid				\$

The following Addenda is/are hereby acknowledged:

Addendum Number(s)	Date(s)	Signature

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct: That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the invitation for which this proposal is submitted.

_____ Name of Vendor	_____ Email
_____ Mailing address	_____ Telephone
_____ City, state, zip code	_____ Washington State UBI Number
_____ Name of Vendor's representative	_____ Federal Tax ID Number
_____ Signature of representative	_____ Date

CITY OF KELSO - PERSONAL SERVICES AGREEMENT

This Agreement (“Agreement”) is dated effective this _____ day of _____, 2021. The parties (“Parties”) to this Agreement are the City of Kelso, a Washington municipal corporation (“City”), and _____ (“Vendor”).

A. The City seeks the personal services of a skilled independent contractor capable of working without direct supervision to provide maintenance services for the City’s live scan system and who is experienced in this field and is familiar with the City’s municipal code, resolutions, regulations and policies.

B. The Vendor has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. SERVICES.

1.1 Description of Services. The Vendor agrees to furnish all personnel, materials, and services and to otherwise do all things necessary for or incidental to the performance of the work set forth and more particularly described in the 2021-03 Live Scan ITB (“Services”).

1.2 Compliance with Laws. All duties of the Vendor or designees shall be performed in accordance with all applicable federal and state laws and city ordinances as now existing or hereafter adopted or amended.

1.3 The Vendor shall control and direct the performance of the work. The City reserves the right to inspect, review and approve the work to assure that it has been completed as specified prior to payment.

1.4 Performance Standard. All services to be performed by the Vendor or his designees shall be performed pursuant to the direction of the City Manager or designee in a manner consistent with the care and skill ordinarily exercised in the profession under similar conditions and performed to the City’s reasonable satisfaction, within the time period prescribed by this Agreement.

2. TERM.

The Term of this Agreement shall commence on its execution date and shall continue until the completion of the Services, but in any event no later than four years from execution, unless a one-year renewal option is exercised upon the mutual written agreement of the City and the Vendor.

3. TERMINATION.

During any term, this Agreement may be terminated, with or without cause by either Party, by giving ninety (90) days written notice to the other party.

4. COMPENSATION.

4.1 Total Compensation. In consideration of the Vendor performing the Services, the City agrees to pay an amount not to exceed \$ _____.

4.2 Compensation Rates. Compensation for Services shall be in accordance with the rates set forth as listed in the bid documents.

4.3 Method of Payment. Payment by the City shall be made on an annual basis thirty (30) days after receipt of such billing statement.

4.4 Vendor Responsible for Taxes. The Vendor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of performance and payment under this Agreement.

5. REPRESENTATIONS.

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5.1 The Vendor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

6. INDEPENDENT CONTRACTOR.

6.1 It is the intention and understanding of the Parties that the Vendor shall be an independent contractor. The Vendor or his or her employees or agents performing under this Agreement are not employees or agents of the City. The Vendor will not hold himself or herself out as nor claim to be an officer or employee of the City. The Vendor will not make any claim of right, privilege, or benefit which would accrue to an employee under law. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Vendor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Vendor shall not be deemed to convert this Agreement to an employment contract.

6.2 It is recognized that the Vendor may or will be performing personal services during the term for other parties and that the City is not the exclusive user of the Vendor's services; provided, however, that the performance of other personal services shall not conflict with or interfere with the Vendor's ability to perform the Services. The Vendor agrees to resolve any conflict in favor of the City.

7. INDEMNIFICATION.

7.1 Vendor Indemnification. The Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Vendor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

7.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, their agents, representatives, employees or sub-Vendors.

8.1 Insurance Term. The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees.

8.2 Minimum Scope of Insurance. Vendor shall obtain insurance of the types and coverage described below:

8.2.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

8.2.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

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- 8.2.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 8.2.4 Personal Liability insurance appropriate to the Vendor's profession.
- 8.3 Minimum Amounts of Insurance. Vendor shall maintain the following insurance limits:
- 8.3.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 8.3.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- 8.3.3 Personal Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- 8.4 Other Insurance Provision. The Vendor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.
- 8.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 8.6 Verification of Coverage. Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before commencement of the work.
- 8.7 Notice of Cancellation. The Vendor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- 8.8 Failure to Maintain Insurance. Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Vendor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Vendor from the City.
- 8.9 City Full Availability of Vendor Limits. If the Vendor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Vendor, irrespective of whether such limits maintained by the Vendor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Vendor.

9. EQUAL OPPORTUNITY EMPLOYER.

In the performance of all Services under this Agreement, the Vendor, or its employees, agents, sub-Vendors or representatives, shall not discriminate against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. The Vendor shall comply with the Washington Law Against Discrimination (Chapter 49.60 RCW) and with any other applicable federal or state law or local ordinance regarding non-discrimination. Any material violation of this provision shall be grounds for immediate termination of this Agreement by the City and, in the case of the Vendor's breach, may result in ineligibility for further City agreements.

10. INTELLECTUAL PROPERTY.

CITY OF KELSO - PERSONAL SERVICES AGREEMENT

10.1 Warranty of Noninfringement. Vendor represents and warrants that the Vendor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Vendor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

10.2 Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

11. CONFIDENTIALITY.

The Vendor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Vendor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

12. WORK PRODUCT.

All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Vendor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Vendor shall deliver all copies of any such work product remaining in the possession of the Vendor to the City.

13. BOOKS AND RECORDS.

The Vendor agrees to maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

15. GENERAL PROVISIONS.

15.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

15.2 Modification. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.

15.3 Full Force and Effect. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

15.4 Assignment. Neither the Vendor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

CITY OF KELSO - PERSONAL SERVICES AGREEMENT

15.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

15.6 Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action.

15.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

15.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

15.9 Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Cowlitz County, Washington.

15.10 Authority. Each individual executing this Agreement on behalf of the City and the Vendor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Vendor or the City.

15.11 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

15.12 Performance. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor.

15.13 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.

15.14 Counterparts. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

Executed on the dates written below.

VENDOR

CITY OF KELSO

By:

By:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Attest/Authentication:

Approved as to form

City Clerk

Brian Butterfield

City Attorney

Janean Parker