



**COUNTY OF LAKE  
REQUEST FOR PROPOSALS**

**20 - 19**

***LIVE SCAN MACHINES***  
***Lake County Sheriff's Department***

**DATE ISSUED: JULY 16, 2020**

***Lake County Sheriff's Department***  
***1220 Martin Street/P.O. Box 489***  
***Lakeport, CA 95453***  
***(707) 262-4218***  
***FAX (707) 262-4225***



**COUNTY OF LAKE REQUEST FOR PROPOSAL  
20-19  
LIVE SCAN MACHINES**

**LAKE COUNTY SHERIFF'S DEPARTMENT**

**PROPOSAL PURPOSE**

The Lake County Sheriff's Department is considering the purchase of as many as three (3) live scan machines, two of which will replace existing equipment and one which is a new installation. These machines will be located at the Lake County Jail/Hill Road Facility (LCJ), Alternative Work Program (AWP) and Clearlake Police Department (CPD).

Vendors shall have a minimum of five years previous experience with proven effectiveness in administering live scan services.

**COUNTY PROFILE**

Lake County is a relatively small and rural California county located just north of the region generally known as the "Bay Area". The City of Lakeport serves as the county seat. The legislative body is a five member Board of Supervisors elected by district. An Administrative Officer, appointed by the Board of Supervisors, administers county business. The current live scan services are provided by Cogent/Gemalto.

Lake County encompasses 1,328 square miles. Agriculture, forestry, geothermal energy, mining and tourism have been the county's major economic focus, with other manufacturing and retail trade becoming increasingly important. The current estimate of population is 66,000.

**JAIL PROFILE**

The county has one correctional facility for adults. The Lake County Jail/Hill Road Facility, is located at 4913 Helbush Drive in Lakeport, California. The capacity is rated at 286 inmates.

The Lake County Jail (LCJ) encompasses approximately 69,000 square feet. The facility was built in two phases, Phase I and Phase II. Phase I was opened in 1991 and Phase II was opened in 1997. The facility has nine separate housing units. The jail books and processes approximately 5,000 inmates per year. The Lake County Sheriff's Office Alternative Work Program (AWP) processes approximately 1000 registrants, applicants and Live scans

The current Live Scan machines are out dated and are in need of replacement. The current equipment was purchased in 2007. The machines are deteriorated due to use and outdated software. The current live scan equipment is running on a Windows 7 operating system.

We will be adding a Live Scan machine at the Clearlake Police Department for criminal processing.

### **PROPOSAL SCHEDULE (Tentative)**

Issuance of RFP	July 16, 2020
Mandatory pre-proposal conference and tour of facilities	<b>Not required at this time</b>
Questions due by	July 28, 2020 at 3pm
Proposals due	August 4, 2020 at 4pm
Proposal review date	estimated August 11, 2020
Interview of top Proposer(s)	To be determined

### **SUBMITTAL OF PROPOSAL**

Each proposal must be submitted with an original and five (5) copies to:

Lake County Sheriff's Department  
Attn: Mary Beth Strong  
1220 Martin Street  
Lakeport, CA 95453  
Phone: 707-262-4218  
Fax: 707-262-4225  
Email: mbs@co.lake.ca.us

Each proposal must be signed by an official authorized to bind the proposer to its provisions.

Lake County is not liable for any costs incurred by the proposer in preparation of its proposal.

Late, email or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein. Proposals received after the date and time specified will not be considered. The unauthorized use of the County's official logo is strictly prohibited.

All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. Facsimile, telephone, electronic or verbal proposals will not be accepted.

## **PRE-PROPOSAL ASSISTANCE**

Pre-proposal assistance or technical inquiries and all correspondence will be provided by Jared Bussard, Sergeant. Phone: 707-262-4249, FAX: 707-262-4260. Mail should be addressed to: 1220 Martin Street/P.O. Box 489, Lakeport, CA 95453. All questions asked by any proposer and answers provided shall be submitted in written form (email is preferred but fax is permitted), with all proposers. Vendors must include in their proposals acknowledgement of receipt of any and all addenda issued. Questions shall not be answered by any other staff member. Lake County requires that other management and employees shall not be contacted by vendors during this process. Failure to comply with this requirement may disqualify those proposals from further consideration.

The deadline for submitting written inquiries is indicated above. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated to the above listed person and in writing will be binding.

## **SELECTION PROCESS**

A selection committee, consisting of at least five persons, shall screen the proposals and may interview the top applicant(s).

Proposals will be evaluated on the basis of the contractor's ability to operate in an efficient and effective manner. The following are the critical areas of the proposals that will be evaluated:

- Cost of providing services
- Approach to delivering requested services
- Experience of vendor in providing services and quality of work
- Does the vendor meet the minimum requirements
- Percentage of revenue to be received by inmate trust fund

Vendors may be required to make an oral presentation and interview before final selection is made.

False, incomplete or unresponsive statements in a proposal may be sufficient cause for its rejection.

Following selection of the best proposal, the Sheriff, in coordination with the County Administrative Office or their designated representative(s), will enter into negotiations with the selected firm. If a satisfactory agreement cannot be negotiated with the first choice firm, the Review Panel's second choice shall be contacted and the first choice dismissed from further consideration for the project.

## **PROPOSAL CONTENTS**

Each proposal shall include the following:

1. The full name and address of the firm and, if applicable, the branch offices or other subordinate element that will perform or assist in performing the work hereunder.
2. The background of the firm, and experience in the field of providing these services, as well as evidence of adequate financial resources, credit or the ability to obtain such resources.
3. To furnish evidence of the contractor's ability to comply with the required or proposed delivery of live scan equipment and services and the performance schedule.
4. To furnish evidence of a satisfactory performance record for at least five jails similar in size and complexity to Lake County, or larger, and a record of integrity and business ethics.

5. To furnish evidence of at least three years of a successful record of operational experience interfacing with Jail Management Systems in jails similar in size and complexity to Lake County, or larger, and to provide at least three references from County Jails within the State of California. If vendor does not have sufficient California references, vendor must provide at least six references from other county jails. References will be checked, so assure valid information is provided.
  - Vendor must provide the names of the Jail Management Systems.
  - Vendor is NOT to contact Lake County's Jail Management software provider without written permission from County.
6. To furnish a list of all facilities currently served by the contractor.
  - a) Prices shall be stated in the format as requested herein. Where indicated, vendor shall provide unit of issue and cost per unit. In the event of a discrepancy between the unit price and the extended price for any item, the unit price shall prevail.
  - b) All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing vendor.
  - c) All proposals will remain in effect and legally binding for at least 180 days from the opening date.

Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the vendor. Any and all damages that may occur due to packaging or shipping the proposal will be the sole responsibility of the vendor.

All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by vendor shall become the property of the County of Lake.

Time, when stated as a number of days, shall include Sunday through Saturdays, excluding holidays.

Vendor must examine all information and materials contained in and accompanying its

proposal. Failure to do so will be at the vendor's risk. This will include, but not be limited to, all relevant laws and regulations if the State of California.

If proposed, the County reserves the right to obtain equipment items through its own purchase programs.

## **INSURANCE**

### INSURANCE PROVISIONS

Contractor shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to County, and said insurance has been approved by County. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least twenty (20) days prior written notice has been given to County.

Contractor shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of Contractor to maintain the insurance required by this provision, or to comply with any of the requirements of this provision, shall constitute a material breach of the entire Agreement.

Certificates evidencing the issuance of the following insurance shall be filed with County within ten (10) days after the date of execution of this Agreement by Contractor and prior to commencement of work hereunder.

A. Compensation Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, Contractor shall require subcontractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

B. Commercial General Liability. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, upon himself and his employees at



all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent contractor's liability.

C. Automobile Liability Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with Contractor's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.

D. Subcontractors. Contractor shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the County for each subcontractor which shall be subject to review and approval by County. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of Contractor described with particularity hereinbelow.

E. Additional Insured Endorsement. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85 or equivalent. Contractor shall not commence work under this Agreement until he has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

F. Other Insurance Provisions. For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by County.

At the option of County, either Contractor shall reduce or eliminate such deductibles or self-insurance retentions or Contractor shall provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A:VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, Contractor agrees to maintain required coverage for a period of three years after the expiration of this Agreement (hereinafter, "Post Agreement Coverage") and any extensions thereof. Contractor may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

Contractor agrees to waive all rights of subrogation against County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor under this Agreement.

## **SCOPE OF WORK**

Vendor will be required to install:

1. 1 rugged cabinet system with foot pedals for hands-free fingerprint capture at the LCJ for criminal processing.
2. 1 desktop system at AWP for applicants and registrants.
3. 1 desktop system at the Clearlake Police Department for criminal processing.

## **Requirements**

1. Devices shall:

- Scanners must be certified by the Federal Bureau of Investigation
- The software must be approved for use in the State of California by the California Department of Justice (DOJ);
- Be compatible with and interface seamlessly with the California Department of Justice AFIS
- Must deliver the following CA type TOTs:
- CRM, QID, IDN, CUS, REG, APP, and DEC
- Combine fingerprint and palm scanning in one device and in the same enclosure; and provide high quality fingerprint and palm images.
- System will need streamlined communication between our JMS, DOJ and FBI.
- Interface with our JMS, (Sun Ridge) to transfer all booking information.
- System must have high fingerprint matching algorithm accuracy and speed.
- Live scan devices must remain actively compliant with changes, removals or additions to local, state and federal laws and/or penal codes.
- Ability to capture and store mugshots, scars, marks and tattoos.
- Must comply with DOJ, State, AFIS, FBI, CJIS and NGI/IAFIS standards.
- Detailed and easily understood audit trail.
- Bidder assumes responsibility for ensuring that the systems are compliant and able to pass DOJ audits.
- Automatic NIST file transfer to state AFIS system.
- Complete Automated Fingerprint Identification System (AFIS) workstations including all hardware and software needed.

## 2. Detailed requirements:

- The Finger and Palm Live Scan Stations must be capable of accepting biographic and photographic data from third party management systems and forwarding them along with the palm and fingerprint records over a network to the CA DOJ.
- Unless indicated as "Optional", requirement is mandatory. Proposed device must be durable, resistant to damage and safe to operate;
- Operate efficiently in the environment and conditions of the jail and must not require exceptional or extraordinary operator skill or attention to produce satisfactory results;
- Be compatible with IPsec and the Network Address Translation scheme in place in the County. Contractor shall document in detail all file sharing and all transport protocols, including ports used, required for operational use of unit;

## 3. Be capable of:

- Allowing operator to assess image quality as finger and palm prints are captured;
- Through its software, automatically verifying print sequencing.
- Include installed Uninterruptible Power Supply (UPS). That UPS be included in the device enclosure.
- Support 100 Mbps Ethernet. Support of Gigabit Ethernet is preferred.
- Be configurable to accept fully-compliant NIST record for input and transmit fully-compliant NIST record as output; and
- Be configured and tested at installation to meet all DOJ and all FBI requirements for fingerprint and palm print transmission.
- All Live Scan equipment should be contained or enclosed in a ruggedized and ergonomic cabinet.
- Cabinet must have an adjustable deck for finger and palm print capture to accommodate people with physical disabilities
- Live Scan Stations should optionally have the capability to capture mugshots (including SMTs), iris and signature images too.
- Must have touch screen capability
- Must have foot pedals for screen advancement

4. Be configured to:

- Accept Types 1, 2 and 10 records for input and Transmit Types 1, 2, 4, 8, 10, 14 and 15 records as output.
- Be capable of using ftp transfer protocol for input, output and DOJ table updates. Bidder shall describe all other transport protocols available.
- The standards below shall apply to the operating system and Microsoft Windows-based software:
- For all units running Microsoft Windows-based software the following standards shall be met:
- Operating system shall be latest Microsoft release (e.g. Windows 10 for client applications, Windows Server 2016 or newer for server applications).
- Integrated software (SQL Server 2016) shall be latest Microsoft release
- Contractor shall explicitly authorize and facilitate patching of all Microsoft-supplied software through Microsoft distribution points. The risk of a Microsoft-supplied patch rendering the application unusable shall be borne by Contractor at Contractor's expense;
- Unit shall be designed and configured to operate as a workstation or as a non-domain controller member server in an Active Directory County domain. Use of unit for fingerprinting shall not require a domain account; and
- Remote access shall be provided to contractor through County Cisco VPN or equivalent.
- For all units running other than Microsoft Windows-based software, the standards are open to reasonable negotiation to achieve the same or similar levels of protection from malicious software.
- Proof of licensing for all licensed software must be provided in the RFP response.

5. Fingerprint image requirements:

- Each delivered device shall be configured and tested after installation to compress fingerprint images at an average compression ratio;
- If a Type-10 record is available for subject, photo shall be made available to operator (Optional);
- Device shall be capable of producing an FBI-certified fingerprint card either at a local printer or a suitable networked printer. Device shall be offered with printer; and bidder must offer and be capable of providing the following maintenance-agreement and ongoing-support options:

- Guaranteed five (5) year pricing for 24x7 service with a four (4) hour on-site response time and eight (8) hour return to service.
- Lower priced business-hours-only service may be desired at some installations. Bidders may quote guaranteed five (5) year pricing for a service-response option of business-hours only, next-business-day response. It is not mandatory for bidders to quote this;
- Contractor shall provide to all device installations, all vendor-created and all DOJ updates, application updates and Type of Transaction changes. Such updates shall be provided at no extra or additional charge;
- Contractor shall keep and maintain sufficient repair parts at such locations so as to be able to comply with service requirements; and
- Contractor must have a toll-free help desk number which is staffed and available 24x7.
- Contractor shall provide training for operator/users and systems-administrators that is sufficient to enable local agencies to perform all day-to-day operations without Contractor's intervention.
- Contractor shall provide documentation of hardware, software and operational procedures sufficient to enable local agencies to perform all day-to-day operations.

Software must be approved by the Sheriff's Department.

## **PERIOD OF PERFORMANCE**

The period of performance for the Project is two weeks (10 business days) beginning on **October 12, 2020 through October 23, 2020**. All work must be scheduled to complete within this timeframe. Any modifications or extensions will be requested through LCJ and vendor contracting officers for review and discussion.

## **PLACE OF PERFORMANCE**

The selected vendor for the Project will perform all work at the Lake County Jail (LCJ), Alternative Work Program (AWP) and Clearlake Police Department (CPD).

## **WORK REQUIREMENTS**

As part of the Project the vendor will be responsible for performing tasks throughout various stages of this project. The following is a list of these tasks which will result in the successful completion of this project:

#### Install Phase:

- Vendor will install 1 rugged cabinet system at the LCJ.
- 1 desktop system at AWP.
- 1 desktop system at Clearlake Police Department.

#### Project Closure:

- Vendor will provide LCJ with all documentation in accordance with the approved project plan
- Vendor will present project closure report to LCJ for review and approval

### **ACCEPTANCE CRITERIA**

Once all project tasks have been completed, the project will enter the closure stage. During this stage of the project, the vendor will provide their project closure report and project task checklist to the LCJ. The acceptance of this documentation by LCJ will acknowledge acceptance of all project deliverables and that the vendor has met all assigned tasks. The LCJ will approve the final product.

### **OTHER REQUIREMENTS**

1. All vendor project team members will submit security forms to LCJ for clearance and access badges to the facility. All vendor project team members will be required to submit to fingerprint analysis.
2. All prospective bidders, before submitting a bid, must thoroughly familiarize themselves with the existing conditions at the project site. This opportunity will be provided at the Walk-Through. Should any discrepancies arise between the existing conditions and the plans and specifications, they shall be reported to the Bid Contract prior to the Bid Submission Due Date and Time.
3. LCJ is a correctional institution as such it incarcerates inmates of all crimes. Bidder must be aware of the potential for incidental contact with the inmate population.
4. The LCJ has a NO HOSTAGE policy.
5. Vendors must be registered with the Department of Industrial Relations (DIR) and must be compliant with all laws and regulations governing contractors that work with government agencies.

6. It is the vendors responsibility to ensure employee's and sub-contractors comply with governing wages and must produce documentation with invoice to the Sheriff's Office prior to being compensated for work being completed.
7. All work must be signed off and approved by County's Public Services department prior to compensation.
8. Vendors shall be responsible for ensuring that they are in compliance with counties policy for insurance coverage prior to the start of work.