

RESOLUTION NO. 09-638

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE POLICE DEPARTMENT TO
PURCHASE L SCAN GUARDIAN LIVSCAN SYSTEM
FROM CROSS MATCH TECHNOLOGIES, INC.**

WHEREAS, the Black Diamond Police Department was recently awarded a Justice Assistance Grant from the Washington State Department of Community, Trade & Economic Development in the amount of \$9,999 to purchase an electronic fingerprinting system; and

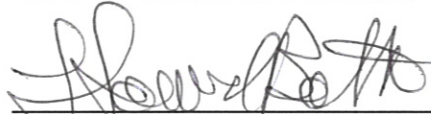
WHEREAS, staff acquired quotes and Cross Match Technologies was the lowest;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Black Diamond Police Department is authorized to purchase L Scan Guardian Livescan Fingerprinting System from Cross Match Technologies, Inc. per quote as attached hereto as Exhibit A and not to exceed \$10,644.47.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF SEPTEMBER, 2009.

CITY OF BLACK DIAMOND:



Howard Botts, Mayor

Attest:


Brenda L. Martinez, City Clerk



Sales & Installation Quotation

L SCAN Guardian Livescan System

Date:	Account Manager:	Phone:	866-526-6223	Fax:	602-532-7668
9/9/09	John Todaro	Mobile:	480-370-7660	Email:	john.todaro@crossmatch.com
	Inside Sales Rep:	Phone:	561-630-8124	Fax:	
	Jon Miragliotta	Mobile:		Email:	jon.miragliotta@crossmatch.com

QUOTE#: JM090409-22

Cross Match Technologies, Inc.	
3950 RCA Boulevard,	
Suite 5001	
Palm Beach Gardens, FL 33410	
Phone:	561-622-1650
Website: www.crossmatch.com	

BILL TO:

Company:	Black Diamond Police Department
Contact:	Jamey Kiblinger
Address:	25510 Lawson St. Black Diamond, WA 98010
Phone:	253-631-1012
Fax:	360-886-2901
Email:	JKiblinger@police.ci.blackdiamond
Website:	www.police.ci.blackdiamond.wa.us

SHIP TO:

Company:	Black Diamond Police Department
Contact:	Jamey Kiblinger
Address:	25510 Lawson St. Black Diamond, WA 98010
Phone:	253-631-1012
Fax:	360-886-2901
Email:	JKiblinger@police.ci.blackdiamond
Method:	UPS Ground

{ Ship to address must be a complete direct mailing address with telephone contact }

Qty	CMT Part #	Description	Unit Price	Extended
Cross Match LiveScan				
1	925159	BUNDLED ASSEMBLY, LSCAN GUARDIAN USB W/LSM	7,290.00	7,290.00
	Includes:	Guardian USB Fingerprint Scanner (500ppi) with manual, Runtime License for LSCAN Essentials Driver, Autocapture and Rolls Licences, Laptop Computer, Live Scan Management Software (LSMS), LSMS Manual Set, Silicone Membrane Supply Kit, PC Anywhere Software, Power cord and USB cable, Standard 1-year Limited Warranty **customer supplied PC**		
State Agency Software				
1	850181-024	SOFTWARE, SUBMISSION, WASHINGTON	1,500.00	1,500.00
Project Management, Training and Installation				
1	940013	REMOTE CONNECTED IMPLEMENTATON (MAXIMUM 4 HOURS)	900.00	900.00
Optional Items:				
1	420252	READER, DRIVERS LICENSE BARCODE & MAGSTRIPE W/USB CABLE	1,000.00	Optional
1	900266	KIT, SYSTEM PRINTER, NETWORK, (1) 550 SHEET TRAY, XEROX 4510N	1,200.00	Optional
1	930097	WARRANTY, ENHANCED, 10-PRINT SYSTEM	1,215.00	Optional
1	930097-12	MAINTENANCE, 12 MONTH, 10-PRINT SYSTEM	1,620.00	Optional
1	930097-24	MAINTENANCE, 24 MONTH, 10-PRINT SYSTEM	3,078.00	Optional
	NOTE:	All applicable sales tax and shipping will be on invoice		

Pricing:		<input type="checkbox"/> Nat / End User	<input type="checkbox"/> GSA	Sales Tax:	<input checked="" type="checkbox"/> Non Exempt	<input type="checkbox"/> Exempt	Subtotal:	\$9,690.00	
	<input checked="" type="checkbox"/> State / Local	<input type="checkbox"/> Ed / Non-Profit	Tax exempt certificate required		Estimated Shipping:		\$833.34		
	<input type="checkbox"/> VAR	<input type="checkbox"/> Reseller	<input type="checkbox"/> International	<input type="checkbox"/> Frame Agreement	Other:		\$121.13		
Payment Terms:		<input checked="" type="checkbox"/> New Customer	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Wire Transfer	<input checked="" type="checkbox"/> Net	<input type="checkbox"/> Pre-Pay	<input type="checkbox"/> Current Customer	TOTAL:	\$10,644.47

"These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited."

Terms and Conditions:

Prices; Installation and Training. Prices are valid for 90 days from the date of quotation. All sales are final; no refunds, credits or exchanges will be accepted. The price for the Products does not include sales, use, excise or similar taxes assessed at any time. All applicable taxes shall be paid by Purchaser including applicable sales tax unless a valid sales tax exemption certificate is provided. Purchaser shall appoint a contact person to coordinate the installation to be performed by CMT, its agent or contractor. The number of days allocated, and charges for installation and training are stated herein. If CMT cannot complete the installation or extensions into additional days or additional trips are caused by Purchaser's failure to complete its assigned tasks, or issues beyond the reasonable control of CMT such as, but not limited to, Purchaser network problems, Purchaser firewall problems or delays of schedule due to unavailability of Purchaser resources, Purchaser shall be responsible for additional charges required to complete the installation. Such charges shall be billable at CMT's rates in effect at the time of the service extension or additional trip. A minimum charge of \$500 will be assessed if Purchaser cancels or re-schedules on-site installation and/or training within 14 days of the originally scheduled installation. Upon completion of installation and training (including delivery of the training materials), Purchaser agrees to sign CMT's Professional Services Acceptance Form acknowledging receipt of installation and training services.

Software License. The term "Software" refers to the Software installed on the Product and any custom software or interfaces developed by CMT for Purchaser. Purchaser will be required to accept CMT's standard license agreement prior to using any Software.

Invoicing and Payment. CMT will invoice Purchaser for all Products (including services) within thirty (30) calendar days of execution of the Professional Services Acceptance form. Purchaser shall pay all invoices within thirty (30) calendar days after the date of CMT's invoice. A late charge of the lesser of 1.5% per month or the maximum amount permitted by law, will be added to past due accounts. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by CMT in collecting payment will be an expense of and charged to Purchaser.

Terms of Order. Notwithstanding any term or provision to the contrary contained in any Purchase Order, the terms of this Agreement shall apply to all of Purchaser's Purchase Orders. In no event shall the pre-printed terms and conditions of any Purchase Order alter, amend or supersede any provision of this Agreement. In the case of any conflict between the terms of a Purchase Order and the terms of this Agreement, the terms of this Agreement shall prevail. An omission of reference to this Agreement in a Purchase Order shall not affect the application of this Agreement to such Purchase Order.

Indemnification.

By Purchaser. Purchaser shall indemnify, defend and hold CMT and its respective directors, officers, employees and agents harmless against any and all losses, claims, damages or expenses (including reasonable attorneys' fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any property or any interruption of services which are caused or claimed to have been caused directly or indirectly from Purchaser's (including its employees or independent contractors) negligent operation and/or related use or misuse of the Product; (ii) use of any equipment not provided or approved for use with the Product by CMT.

By CMT. CMT hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, actions, costs, liabilities and losses resulting from the Software infringing a United States patent, copyright or trademark or misappropriating the trade secret of a third party provided that: (i) Purchaser promptly notifies CMT in writing of the claim; (ii) CMT has control of the defense and all related settlement negotiations, provided however that Purchaser must approve in writing any settlements before they are executed (provided, however, that Purchaser shall not unreasonably withhold its approval thereof); and (iii) Purchaser fully cooperates with CMT, at CMT's cost, in the defense or settlement of such actions. CMT's obligation under this Article is conditioned on Purchaser's agreement that if the Software, or the use or operation thereof, becomes, or in CMT's opinion is likely to become, the subject of such a claim, Purchaser will permit CMT at CMT's option and expense, either to procure the right for Purchaser to continue using the Software or to replace or modify the same so that it becomes non infringing. If neither of the foregoing alternatives is available on terms which are reasonable in CMT's reasonable judgment, then (1) Purchaser will return or destroy the Software on written request of CMT; and (2) CMT shall pay Purchaser an amount equal to the amount paid for the Software less an amount equal to the current depreciation of such Software (such depreciation amount calculated on a straight line basis over four years commencing on the Effective Date).

Limitation of Liability. EXCEPT DUE SOLELY TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CMT, IN NO EVENT SHALL CMT BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OF, OR FAILURE TO DELIVER, THE PRODUCT, EVEN IF CMT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE ENTIRE LIABILITY OF CMT FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION.

Intellectual Property and Use Limitations. The sale of the Product to Purchaser does not convey to Purchaser any intellectual property rights in the Product or Software, including but not limited to any copyright, patent or trademark rights (except for any license rights granted hereunder). Further, the sale of the Products confers on Purchaser no license, express or implied, by estoppel or otherwise, under any patents of CMT or others covering or relating to any other product or invention or any combination, machine, or process in which such Product might be used. All intellectual property rights in the Products and Software, any documentation therefore, and other materials supplied by CMT, are owned by CMT and are protected by United States copyright laws, other applicable copyright laws, and international treaty provisions.

Cancellation by CMT. CMT shall have the right to cancel or hold any and/or all orders placed by Purchaser and any and/or all shipments of the Product, regardless of any prior confirmation or acceptance by CMT, if: (a) Purchaser is or becomes insolvent, (b) Purchaser makes an assignment for the benefit of creditors, or a receiver or trustee is appointed to take charge of any of Purchaser's assets; or (c) Purchaser is the subject of a bankruptcy or reorganization proceeding, whether voluntary or involuntary.

Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the State of Florida, without reference to its conflict of laws provisions.

All disputes arising hereunder shall be heard only by a Florida State court or U.S. District Court with competent jurisdiction in Palm Beach County, Florida.

Compliance with Laws. Each party to the Agreement shall comply with all applicable laws and regulations. Purchaser will not directly or indirectly export or re-export any Products or "technical data" furnished to Purchaser under this Agreement without obtaining appropriate authorizations from the U.S. Department of Commerce or other U.S. government agency and will otherwise comply with all U.S. export control laws applicable thereto.

Entire Agreement. This Agreement shall constitute the entire agreement between CMT and Purchaser with respect to the sale and purchase of the Products and license of the Software and shall supersede all prior agreements, understandings and representations between Purchaser and CMT, both written and oral, with respect to the subject matter hereof. No additions or modifications of this Agreement or any Exhibit hereto shall be effective unless made in writing and signed by the authorized representatives of CMT and Purchaser. CMT's delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of CMT's right thereafter to enforce each and every provision of the Agreement. If any of the provision(s) of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

Quote Presented By: Jon Miragliotta

Date: 9/4/2009

Quote Accepted By: HOWARD BOTTS MAYOR

 9-17-09

Name

Title

Signature

Date

Desktop

- Intel Core 2 Duo 2.4 GHz, 2M Cache, 800 FSB(or equivalent)
- 2 GB of RAM (1 GB Minimum)
- 160 GB SATA HDD (60 GB IDE HDD Minimum)
- Windows XP Pro
- 16X DVD+/-RW SATA Drive (CD-ROM Minimum)

Laptop

- Intel Core 2 Duo 2.2 GHz, 4M L2 Cache, 800 MHz Dual Core (or equivalent)
- 2 GB of RAM (1 GB Minimum)
- 80 GB HDD (60 GB HDD Minimum)
- Windows XP Pro
- 8X DVD+/-RW Drive (CD-ROM Minimum)