



## Addendum for the City Council

May 08, 2018

C. CONSENT AGENDA.

- [10.](#) Discussion and consideration of awarding the bid and entering into a contract with FARO Technologies, Inc. for one portable forensic laser scanning technology system in the total amount of \$78,901.68, which provides a state of the art crime scene documentation process. (Police - B. Clabes)



**City of Midwest City Police Department**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1320  
Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: May 8<sup>th</sup>, 2018

SUBJECT: Discussion and consideration of awarding the bid and entering into a contract with FARO Technologies, Inc. for one portable forensic laser scanning technology system in the total amount of \$78,901.68, which provides a state of the art crime scene documentation process.

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On Tuesday, April 24<sup>th</sup>, 2018, at 2:00 p.m. the City of Midwest City opened bids for one portable forensic laser scanning technology system. The only bid was submitted by FARO Technologies, Inc. The bid meets all specifications for a total \$78,901.68 which is appropriated through a 2018 hospital authority grant. This initial cost provides for a one year warranty, however, the police department is opting to purchase a three year warranty for an additional expense of \$8,387.44 that is budgeted.

This extended warranty will provide all software updates, routine maintenance, warranty and parts to include labor. It is critical because of the ever changing software.

Staff recommends approval.

A handwritten signature in black ink that reads "Brandon Clabes". The signature is written in a cursive, somewhat stylized font. Below the signature is a horizontal line.

Brandon Clabes  
Chief of Police

envelope shipping

10 MIDWEST CITY HALL  
CITY CLERK  
100 N MIDWEST BLVD

MIDWEST CITY OK 73110

(405) 739-1240  
POB: DEPT:

**BID RECEIVED**

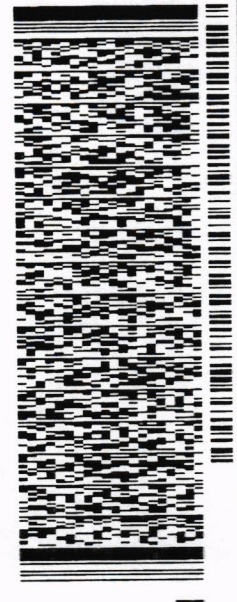
APR 23 2018

MIDWEST CITY  
CITY CLERK DEPT

**Express**

8:38 AM

1 A  
10:30  
3804  
04.23  
R1675  
EZ



TRK# 7806 1332 3804  
0201

MON - 23 AP  
PRIORITY OV

**SH OKGA**

OK-



**BIDD**  
**Forensic Laser Scanner**  
**Open April 24th 2pm**



Invitation for Sealed Bids

**PURCHASE OF PORTABLE FORENSIC LASER SCANNING TECHNOLOGY**

CITY OF MIDWEST CITY  
100 N. MIDWEST BLVD., MIDWEST CITY, OKLAHOMA 73110

Write legibly in ink or use typewriter. Please see agreement on next page.

Published in: *Midwest City Beacon*

Date Advertised: *4/06/2018*

Bids must be in the Office of the City Clerk by no later than 2:00 P.M. on April 24, 2018.  
IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

Please state the minimum number of units of each item that must be purchased to receive any available volume pricing (i.e. 1-10=\$\_\_\_\_\_, 11-20=\$\_\_\_\_\_, etc.)

Description:	Quantity	Unit Price	Volume Pricing					
Complete Hardware/Software Package (Please include itemized list)	One (1)	\$72,173.60	N/A					
<b>Option:</b> Extended Warranty	One (1)	\$6,728.08	<table border="0" style="display: inline-table; vertical-align: middle;"> <tr> <td style="text-align: center; padding-right: 5px;"><sup>1 yr</sup></td> <td style="border-left: 1px solid black; padding-left: 5px;">\$15,115.52</td> <td style="text-align: center; padding-left: 5px; padding-right: 5px;"><sup>3 yrs</sup></td> <td style="border-left: 1px solid black; padding-left: 5px;">\$21,843.60</td> <td style="text-align: center; padding-left: 5px;"><sup>4 yrs</sup></td> </tr> </table>	<sup>1 yr</sup>	\$15,115.52	<sup>3 yrs</sup>	\$21,843.60	<sup>4 yrs</sup>
<sup>1 yr</sup>	\$15,115.52	<sup>3 yrs</sup>	\$21,843.60	<sup>4 yrs</sup>				

THE CITY OF MIDWEST CITY IS EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX.

I have examined the specifications and agree, provided I am awarded a contract within thirty (30) days from the date fixed for opening bids, to provide the above described items for the sum shown, in accordance with the terms set out in the attached "Agreement by Bidder."

DELIVERY WILL BE MADE IN 30 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 20<sup>th</sup> DAY OF April, 2018

FIRM FARO Technologies Inc. BY Clay Lawson

ADDRESS 250 Technology Park Lake Mary FL TITLE Account Manager

Accepted by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Attorney

NON COLLUSION AFFIDAVIT

STATE OF Texas )

SS.

COUNTY OF Johnson )

The undersigned Melvin Clay Lawson Jr, of lawful age, being first  
(architect, contractor, supplier or engineer – printed name)  
duly sworn, on oath says that s/he is the agent authorized by the bidder to submit the attached bid.  
Affiant further states that the work, services, or materials will be completed or supplied in  
accordance with the plans, specifications, orders or requests furnished the affiant for the project  
described as:

**PORTABLE FORENSIC LASER SCANNING TECHONOLGY**

Affiant further states that s/he has made no payment of money or any other thing of value directly  
or indirectly to any elected official, officer or employee of the City of Midwest City or any of its  
affiliated entities to obtain or procure the contract or purchase order.

[Handwritten Signature]  
Signature of Affiant

Subscribed and sworn to before me this 19 day of April, 2018

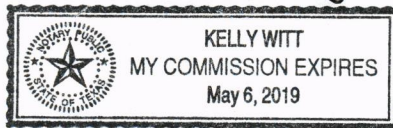
[Handwritten Signature]  
Notary Public

My Commission Expires:

May 6, 2019

My Commission Number:

81742662415





FARO Technologies Inc  
 250 Technology Park  
 Lake Mary FL 32746-7115  
 Phone No:  
 Fax No:  
 Email: Orlando.Sarmientos@faro.com

**Remit to:**  
 FARO Technologies, Inc.  
 P.O. Box 116908  
 Atlanta, GA 30368-6908




Quotation No: 20179888  
 Quote Date: 04/18/2018  
 Expiration Date: 05/18/2018  
 Regional Manager: Daniel Copfer  
 Account Manager: Melvin Clay Lawson  
 Sales Support: Orlando Sarmientos  
 Ship: Ground  
 Payment Terms: Net due in 30 days  
 with approved credit  
 Delivery Terms: EXW origen  
 Delivery Date: 2-10 Weeks



**Bill To :**  
 Midwest City Police Department  
 (OK)  
 100 N Midwest Blvd  
 Oklahoma City OK 73110-4319  
 US

**Ship To :**  
 Midwest City Police Department  
 (OK)  
 Nicole Poplin  
 100 N Midwest Blvd  
 Oklahoma City OK 73110-4319  
 US

Qty	Item No.	Description	Unit Price	Ext. Price
1	LS-8-S-70	3D_HW_LS_FocusS 70 Laser Scanner FocusS 70 ships with: 1x FocusS 70, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, IP rating 54, 1x Battery Power Block, 1x Battery Power Dock, 1x 90W Power Supply, 1x Optic Cleaning Fluid, 3x Optic Cleaning Tissues, 1x 32GB SD card, 1x SD card reader, 1x SD card cover, 1x rugged transport case, calibration certificate, 1 year manufacturer guarantee and a quick start guide. Please notice: the lead-time may take up to 10 weeks or more after receipt of written order.	34,446.92	34,446.92
1	TR-SCN-POS-FOR-O	OnSite Forensics Cust-Site Upg. 5 Day Additional travel and lodging fees may be required for travel outside the US and Canada. Open Market Item.	8,300.00	8,300.00

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Qty	Item No.	Description	Unit Price	Ext. Price
1	SOFTS0369	 <p>3D_SW_SC_SCENE Dongle Hard lock (USB Dongle) for one SCENE single user license. SCENE licenses purchased separately.</p>	172.28	172.28
1	SOFTS0302	<p>3D_SW_SC_SCENE SCENE software is designed for viewing, administration and working on, of extensive 3D scan points. It allows the user to manipulate raw 3D scan points and acquire with analysis functions initial point cloud data comprehension. Complete workspace creation and manipulation tool. Contains all functionality of FARO Scout plus functions required for scan placement.</p>	5,431.43	5,431.43
1	ACCSS8001	 <p>3D_AC_LS_FocusS Battery Power Block Power Block battery for FARO Focus S and Scan Localizer</p>	525.92	525.92
1	ACCSS6005	 <p>3D_AC_LS_Carbon Fiber Compact Tripod High-level carbon fiber tripod for Focus3D X 330 and Focus 3D X 130.</p>	1,024.63	1,024.63

Qty	Item No.	Description	Unit Price	Ext. Price
1	ACCSS0287	<p>200mm Koppa Target W/ Tripod Mount Kit</p> <p>A complete package of target spheres along with tripods and other accessories, shipped in 2 crates. Spheres are sprayed with #KoppaTuff™ coating. The first crate contains a 6 pack of 200mm target spheres with magnetic bases and individual cotton storage/handling bags, and 6 1/4-20 camera tripod mount plates. The second crate contains tripods and accessories that provide most of the standard mounting options for use in the field. Included are 6 camera tripods, 3 small flexible tripods, 3 traffic cone Adapters, and a dozen 2" fender washers.</p>	2,584.24	2,584.24
		 <p>Image Not Available</p>		
1	ACCSS0299	<p>80Mm Koppa Target Set W/ Trajectory Rods</p> <p>A combination set of 12 80mm targets - 6 magnetic base targets, 6 trajectory mount. Includes 6 1/4" x 10" aluminum, magnetic base stand-off rods. All shipped in a plastic storage crate.</p>	1,305.72	1,305.72
1	APPS01002	<p>3D_SW_AP_SCENE Video Pro App</p> <p>SCENE Video Pro App, for SCENE single user license Plug-in for SCENE to create animated videos from scan data.</p>	1,215.05	1,215.05
				



Qty	Item No.	Description	Unit Price	Ext. Price
1	SOFT-FZ-3DA-01-L	<p>FARO Zone 3D Advanced Existing Customers</p> <p>Customer loyalty pricing for existing FARO software customers who want to switch to FARO Zone 3D ADVANCED. Advanced version of FARO Zone 3D used to create 2D and 3D scene diagrams and animations, perform crash and crime scene analysis, and create impressive, courtroom presentations. Open diagrams created with other FARO Forensics software. Import point clouds captured by drones and Laser Scanners and directly open SCENE software projects. Includes one (1) year of maintenance with product updates and upgrades (as available) and top tier technical support.</p>	1,495.00	1,495.00
1	FS-O	<p>3D_HW_FS_FARO Freestyle3D Objects</p> <p>1 Freestyle3D Objects Scanner 1 Rugged case 1 Micro SD card 1 USB Card reader 1 Handle 1 Calibration Board 1 Cleaning Kit</p>	11,742.41	11,742.41
1	SOFTS0304	<p>3D_SW_SC_SCENE Process</p> <p>The SCENE Process software application is a powerful processing software, specifically designed for operation on workstations. The main focus of SCENE Process is to handle the captured data, improve the scan quality automatically and provide the operator best results in 3D data. The user interface incorporates the same intuitive design approach and also gives inexperienced users a way to receive the best 3D data easily.</p>	1,990.00	1,990.00



Qty	Item No.	Description	Unit Price	Ext. Price
1	ACCSF0012	3D_AC_FS_Tablet Surface Pro 4& Charger  Windows-Based Tablet for use with Freestyle Objects. Tablet is pre- loaded with SCENE Capture software. Settings have been optimized by FARO to ensure the fastest possible scanning.	1,940.00	1,940.00

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<b>Order Total:</b>	72,173.60
<b>Shipping Total:</b>	0.00
<hr/>	
<b>Total in USD:</b>	72,173.60

**Suggested Optional Items**

<b>Qty</b>	<b>Item No.</b>	<b>Description</b>	<b>Unit Price</b>	<b>Ext. Price</b>
1	SWS-FCS-1Y	<p>3D_WA_LS_FocusS Warranty_1Y_STAND</p> <p>Standard warranty contract for the FARO FocusS. Including free recertification of the FARO FocusS once a year at FARO service centre, free repair of damages which are not caused by the user, technical Hotline, return shipping charges. Price for 1 year. Services based on our General terms and conditions of maintenance.</p>	3,908.09	3,908.09
1	SWS-FCS-3Y	<p>3D_WA_LS_FocusS Warranty_3Y_STAND</p> <p>Standard warranty for the FARO Laser Scanner FocusS. Included: free recertification of the FARO FocusS once a year at FARO service centre, free repair of damages which are not caused by the user, technical Hotline support, return shipping charges. Duration: 3 years, considers 3 year factory warranty (included with yearly service). Only available at the point of sale of a new unit. Services based on our General terms and conditions of maintenance.</p>	7,462.55	7,462.55
1	SMA-SC-1Y	<p>3D_MA_SC_SCENE Maintenance_1Y_STAND</p> <p>Maintenance for SCENE software. Includes SCENE software upgrades during the term of the contract. Duration: one (1) year. Scope of service according to the conditions of the SCENE maintenance contract.</p>	897.68	897.68
1	SMA-SC-3Y	<p>3D_MA_SC_SCENE Maintenance_3Y_STAND</p>	2,257.81	2,257.81

Qty	Item No.	Description	Unit Price	Ext. Price
		Maintenance for SCENE software. Includes SCENE software upgrades during the term of the contract. Duration: Three (3) year. Scope of service according to the conditions of the SCENE maintenance contract.		
1	SWS-FS-1Y	3D_WA_FS_Freestyle3D Warranty_1Y_STAND One (1) year Standard Warranty for FARO Freestyle3D includes annual certification and recalibration. Parts, labor and return shipping charges covered. Goal is to have service completed within 10 business days from date of receipt.	1,024.63	1,024.63
1	SWS-FS-3Y	3D_WA_FS_Freestyle3D Warranty_3Y_STAND Three (3) year Standard Warranty for FARO Freestyle3D includes annual certification and recalibration. Parts, labor and return shipping charges covered. Goal is to have service completed within 10 business days from date of receipt.	2,702.12	2,702.12
1	SMA-FZ-3DA-01	FARO Zone 3D Advanced Maintenance 12 month maintenance for FARO Zone 3D. Includes one (1) year of maintenance with product updates and upgrades (as available) and top tier technical support.	897.68	897.68

## Additional Information

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### QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. Net 30 or Sooner Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

### CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO 17025 for FARO USB FaroArms and Bluetooth Gage, and Laser Trackers (when B89 or Standard Calibration for Vantage is requested). If another calibration standard is required please discuss with your Customer Service representative.

FARO USB FaroArms and Bluetooth Gage are certified using calibration procedures developed in accordance with ASME B89.4.22.

FARO Laser Trackers are certified following FARO internal procedures developed in accordance with ISO9001:2008. The ASME B89.4.19 System Calibration (Part #: 960-02589) is an additional calibration process to our FARO Standard Calibration (Part #: ACC-00). The tracker must be put through our standard calibration first before an ASME B89.4.19 System Calibration.

FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different default decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified.

### GSA QUOTE

Pricing, terms and conditions per GSA contract GS07F197GA.

Expiration of contract 9/27/2022.

GSA STANDARD TERMS AND CONDITIONS OF SALE

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST  
FSC GROUP: 66 FSC CLASSES

SPECIAL ITEM NUMBER 627-1007 # Scientific Equipment and Services

FARO TECHNOLOGIES, INC

Faro Technologies, Inc.  
250 Technology Park  
Lake Mary, FL 32746  
T: 407-333-9911  
F: 407-333-4181  
www.faro.com

Contract Number: \_\_GS07F197GA

Period Covered by Contract: \_\_9/28/2017 # 9/27/2022\_\_\_\_\_

General Services Administration  
Federal Acquisition Service  
Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage System. Agencies can browse GSA Advantage by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov>

INFORMATION FOR ORDERING ACTIVITIES

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.  
 The Geographic Scope of Contract will be overseas delivery only.  
 The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Lockbox Address  
Faro Technologies, Inc.  
PO Box 116908  
Atlanta, GA

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card. Wire transfer information can be obtained from the local sales representative or the accounting department.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule  
Block 16: Data Universal Numbering System (DUNS) Number: \_61-730-8929  
Block 30: Type of Contractor # C

- A. Small Disadvantaged Business  
B. Other Small Business  
C. Large Business  
G. Other Nonprofit Organization  
L. Foreign Contractor

Block 31: Woman-Owned Small Business - YES  
Block 36: Contractor's Taxpayer Identification Number (TIN):

19-0296514

4a. CAGE Code: \_\_0VGY2

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:  
SPECIAL ITEM NUMBER DELIVERY TIME (Days ARO)  
627-1007 30-45\_\_ Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: Net 30 Days from receipt of invoice or date of acceptance  
b. Quantity none  
c. Dollar Volume none  
d. Government Educational Institutions Same  
e. Other none

8. TRADE AGREEMENTS ACT OF 1979, as amended:

9. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$100.00.

10. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:  
Special Item Number 627-1007 #New Equipment

11. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

12. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

13. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: Net Scape). The Internet address is <http://www.gsaadvantage.gov>

14. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f). For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if:

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

15. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

16. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the prelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NOT OFFERED

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

17. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

18. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

19. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant.

Yes  \_\_\_\_\_

No  \_\_\_\_\_

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

20. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order #

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

21. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

22. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
Scientific Equipment and Services (SPECIAL ITEM NUMBER 627-1007)

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

SELF INSTALLATION

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

Warranty Coverage

The limited warranty covers defects in materials and workmanship in our customers' brand products or other products sold by FARO to the customer. All products sold by FARO will include a one year standard warranty under this contract. This warranty can be extended via purchasing additional warranty coverage while in the warranty period.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

FARO Arm and FARO Gage: 125 Technology Park, Lake Mary, FL 32746  
FARO Laser Tracker and Focus 3D Scanner: 290 National Rd, Exton, PA 19341

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.



<b>Bid Tad: Portable Forensic Laser Scanning Technology 04-24-18</b>		
Company:	Quantity	Amount
<b>***Only 1 Bid received***</b>		
<b>Faro Technology:</b>		
Complete Hardware/Software Package	1	\$ 72,173.60
Option: Extended Warranty	1 year	\$ 6,728.08
	3 years	\$ 15,115.52
	4 years	\$ 21,843.60