LETIF RESOLUTION 16-01

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF PANAMA CITY BEACH, SITTING AS THE LAW ENFORCEMENT TRUST BOARD; AUTHORIZING EXPENDITURES FROM THE LAW ENFORCEMENT TRUST FUND FOR THE PURCHASE OF A 3D LASER SCANNER AND ACCESSORIES AND SOFTWARE RELATED THERETO IN THE AMOUNT OF $79,734.35.

WHEREAS, the Law Enforcement Trust Fund is a special fund that can only be used for purposes designated by Section 932.7055, Florida Statutes, such as crime prevention, safe neighborhoods, protracted investigations, technical equipment and community relations programs; and

WHEREAS, after July 1, 1992, and during every fiscal year thereafter, any local law enforcement agency that acquires at least $15,000 pursuant to the Florida Contraband Forfeiture Act within a fiscal year must expend or donate no less than 15% of such proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, safe neighborhood, or school resource officer programs; and

WHEREAS, the police department recommends a portion of the funds be appropriated to the City’s police department; and

WHEREAS, the City Council finds that these expenditures satisfy the statutory requirements for use of Law Enforcement Trust Funds.

BE IT RESOLVED by the City Council of the City of Panama City Beach, sitting as the Law Enforcement Trust Board, that the appropriate officers of the City are authorized to purchase on behalf of the City a FARO Focus 3D X330 Laser Scanner, in an amount of Seventy Nine Thousand Seven Hundred Thirty Four Dollars and Thirty Five Cents ($79,734.35), on substantially the terms and specifications of the proposal attached and presented to the Council today, draft dated March 28, 2016, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session this 28th day of April, 2016.

CITY OF PANAMA CITY BEACH

By: Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 16-01
To: Drew R. Whitman  
Chief of Police

From: Captain Rich McClanahan  
Administrative Division Commander

Date: April 18, 2016

RE: FARO Focus 3D X330 Laser Scanner

Chief,

Sealed bids were solicited/advertised on the City’s website on March 29th, 2016, and set for a public opening date of April 12th, 2016. The only bid submitted was FARO Technologies, Inc. for $79,734.35. The purchase price includes the following:

- FARO Focus 3D X330 Laser Scanner, Ships with: (1) one Focus 3D X330, with GPS, compass, altimeter (barometer), dual-axis compensator and WLAN, (1) one year standard warranty, (1) one power block battery, (1) one 32GB SD Card, (1) one SD Card Reader, (1) one SD Card Cover, (1) one Power Dock, (1) one Quick Charge Power Supply, (1) one Car Power Supply, (1) one Rugged Transport Case with Wheels, (1) one Ruggedized Protection and Transport Cover (in aluminum), (1) one Panorama Quick Release, (1) one Optical Cleaning Set;

  - Scene Version 5.MN Software
  - Scene Dongle w/Software Upgrade
  - Focus 3D Batter Power Block
  - Carbon Fiber Compact Tri-Pod
  - FARO Scene Extension Forensic Software
  - FARO CZ Point Cloud Diagram Software
  - FARO Software CAD Zone Software Dongle
  - 3D Scene Video Pro App
  - Additional Focus 3D (3) three year extended Warranty
  - Focus 3D (3) three year Scene Software Maintenance
  - FARO On-Site (5) Five Day Training Upgrade
  - 200mm Koppa Target Spheres w/Tri-Pod Mounting Kit
  - Shipping

Capt. Rich McClanahan  
Administrative Division Commander

"Dedicated To Excellence"
FARO Technologies Inc  
250 Technology Park  
Lake Mary FL 32746-7115  
Phone No: (866)874-1145  
Fax No: (407)562-5282  
Email: Ethan.Greenberg@faro.com

Quotation No: 20053869  
Quote Date: 03/28/2016  
Expiration Date: 05/31/2016  
Regional Manager: Kelly Walt  
Account Manager: Richard Britt  
Sales Support: Ethan Greenberg  
Ship: 2 Day  
Payment Terms: Net due in 30 days with approved credit  
Delivery Terms: EXW Origin  
Delivery Date: 2-6 Weeks

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item No.</th>
<th>Description</th>
<th>Unit Price</th>
<th>Discount</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>S-7-X330</td>
<td>3D_HW_LS_Focus3D X330 Laser Scanner. Ships with: 1 Focus3D X 330, with GPS, compass, altimeter (barometer), dual-axis compensator and WLAN, 1-Year Standard Warranty, 1 PowerBlock Battery, 1 32GB SD Card, 1 SD Card Reader, 1 SD Card Cover, 1 Power Dock, 1 Quick Charge Power Supply, 1 Car Power Supply, 1 Rugged Transport Case with Wheels, 1 Ruggedized Protection and Transport Cover (in aluminum), 1 Panorama Quick Release, 1 Optical Cleaning Set, Training at FARO facility. SCENE Software licenses are purchased separately. NOTE: lead-time may take 6 weeks or more after receipt of written order.</td>
<td>53,990.00</td>
<td>6,230.00</td>
<td>47,760.00</td>
</tr>
<tr>
<td>1</td>
<td>SOFTS0302</td>
<td>3D_SW_SC_SCENE SCENE version 5.0. Software to process data of FARO 3D laser scanners. Includes 1-year of software maintenance (SMAS0001)</td>
<td>5,990.00</td>
<td>728.00</td>
<td>5,262.00</td>
</tr>
<tr>
<td>1</td>
<td>SOFTS0369</td>
<td>3D_SW_SC_SCENE Dongle Upgrade from existing standard soft lock license to a hard lock (USB Dongle) for one Scene single user license. SCENE licenses purchased separately.</td>
<td>190.00</td>
<td>0.00</td>
<td>190.00</td>
</tr>
</tbody>
</table>

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 (lic:control044ref/198-012). 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.

FARO Technologies GSA Contract # GS24F0044M
<table>
<thead>
<tr>
<th>Qty</th>
<th>Item No.</th>
<th>Description</th>
<th>Unit Price</th>
<th>Discount</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TR-LS-SCN-POS</td>
<td>Laser Scanner Tr. - FARO Fac. - Inc Three-day course for two (2) trainee at an approved FARO training facility that discusses LS operation, setup, and basic measurements. NOTE: Classroom trainees are limited to six (6) trainees and are scheduled on a first come, first served basis. Classes can be canceled within two weeks of the scheduled date if sufficient enrollment is not met. NOTE: Training will expire if not taken within 90-days of receipt of equipment. No charge item applicable only with purchase of laser scanner.</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>1</td>
<td>ACCSS6001</td>
<td>3D_AC_LS_Focus3D Battery Power Block Power Block battery for Laser Scanner Focus3D</td>
<td>715.00</td>
<td>107.25</td>
<td>607.75</td>
</tr>
<tr>
<td>1</td>
<td>ACCSS6005</td>
<td>3D_AC_LS_Carbon Fiber Compact Tripod High-level carbon fiber tripod for Focus3D X 330 and Focus 3D X 130.</td>
<td>910.00</td>
<td>136.50</td>
<td>773.50</td>
</tr>
<tr>
<td>Qty</td>
<td>Item No.</td>
<td>Description</td>
<td>Unit Price</td>
<td>Discount</td>
<td>Ext. Price</td>
</tr>
<tr>
<td>-----</td>
<td>------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>1</td>
<td>ACCSS0287</td>
<td>200mm Koppa Target W/ Tripod Mount Kit</td>
<td>2,322.00</td>
<td>464.40</td>
<td>1,857.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>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&quot; fender washers.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>SOFTS0334</td>
<td>FARO Scene Extension Forensic Extension of FARO SCENE software with additional features for forensic applications.</td>
<td>2,000.00</td>
<td>900.00</td>
<td>1,100.00</td>
</tr>
<tr>
<td>1</td>
<td>SOFT50011</td>
<td>FARO CZ Point Cloud For use with a Laser Scanner. Use FARO CZ Point Cloud to create 2D and 3D diagrams from the point cloud data captured with the FARO Focus3D scanner. CZ Point Cloud includes all the features of Crash Zone and Crime Zone plus unique tools for selecting data points, creating accurate diagrams and animations from a point cloud.</td>
<td>5,495.00</td>
<td>2,472.75</td>
<td>3,022.25</td>
</tr>
<tr>
<td>Qty</td>
<td>Item No.</td>
<td>Description</td>
<td>Unit Price</td>
<td>Discount</td>
<td>Ext. Price</td>
</tr>
<tr>
<td>-----</td>
<td>------------------</td>
<td>--------------------------------------------------------------------------------------------------------</td>
<td>------------</td>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>1</td>
<td>SOFT50027-D-S</td>
<td>FARO CAD Zone Software Dongle</td>
<td>99.00</td>
<td>0.00</td>
<td>99.00</td>
</tr>
<tr>
<td>1</td>
<td>APPS01002</td>
<td>3D_SW_AP_SCENE Video Pro App, SCENE single user license Plug-in for SCENE 5.N to create animated videos from scan data.</td>
<td>1,340.00</td>
<td>670.00</td>
<td>670.00</td>
</tr>
<tr>
<td>1</td>
<td>SWS-FCX-3</td>
<td>FARO Focus3D X Std. Warr-3 Yr Three-year Standard Warranty for FARO Focus3D X 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.</td>
<td>11,385.00</td>
<td>2,846.25</td>
<td>8,538.75</td>
</tr>
<tr>
<td>1</td>
<td>SMAS0002</td>
<td>SCENE - Maint. - 3 Yr.s Maintenance for SCENE software. Includes SCENE software upgrades during the term of the contract. Duration: 3 year. Scope of service according to the conditions of the SCENE maintenance contract.</td>
<td>2,490.00</td>
<td>622.50</td>
<td>1,867.50</td>
</tr>
<tr>
<td>Qty</td>
<td>Item No.</td>
<td>Description</td>
<td>Unit Price</td>
<td>Discount</td>
<td>Ext. Price</td>
</tr>
<tr>
<td>-----</td>
<td>------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>1</td>
<td>TRLSSCNPOSFORO</td>
<td>OnSite Forensics Cust-Site Upg. 5 Day Upgrade of TR-LS-SCN-POS (Three-day FARO facility class) to five-day industry specific scanner training for accident reconstruction and forensics applications to be conducted by an industry except with experience in accident reconstruction and forensics and a variety of associated software packages. This customer site class includes basics of hardware and Scene software, as well as customized training in the customers' applications. Customer site trainings are designed for up to four (4) trainees to ensure proper transfer of knowledge and understanding. Price per class. NOTE: Training will expire if not taken within 90-days of purchase.</td>
<td>7,900.00</td>
<td>0.00</td>
<td>7,900.00</td>
</tr>
</tbody>
</table>

Order Total: 94,826.00  
Discount Amount: -15,177.60  
Shipping Total: 86.00  

Total in USD: 79,734.35
QUOTING 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 shipper’s Account #)
5. Method of Shipment (Most Via, 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 times are contingent upon timely receipt of all above listed items.

CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO 17025. If another calibration standard is required, please discuss with your sales contact.

FARO follows the recommendation of the ASME B99.4 22-2004, Appendix J, for the application of double acceptance and rejection rule from B99.7.3. This shall be the default rule unless a different rule is specified.
STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale are only the terms and conditions, oral or written, applicable to the sale of equipment, Software, other products or services ("Product") to Purchaser except for additional terms stated in an Order which, to the extent they are not inconsistent with these standard terms and conditions, shall govern the sale. Purchaser and Seller acknowledge that the terms of the Product and the delivery of the Product are subject to prior examination and acceptance by both Purchaser and Seller. Seller reserves the right to vary the following terms and conditions of sale by written notice to Purchaser prior to the commencement of work on an Order.

1.00 Payment of Purchase Price

1.01 Subject to satisfactory inspection by FARO and except as otherwise expressly set forth in an Order, the Purchase Price for Product shall be paid to FARO within thirty (30) days from the date of FARO’s invoice. If FARO determines it is not able to extend credit to Purchaser, FARO reserves the right to require Purchaser to pay for Product by wire transfer prior to shipment. FARO shall be entitled to issue an invoice upon shipment of Product. FARO has the right to change invoicing on late Purchase Price payments at a rate of 1.5% per month (18% per annum).

1.02 Purchaser shall also pay FARO for any and all governmental taxes, charges or duties of every kind (excluding any tax based upon FARO’s income) that may be required to be paid by Purchaser with respect to the purchase, transportation, export, import, storage, delivery, purchase, sale or use of Product. Purchaser shall provide FARO, on request, with properly completed exemption certificates for any tax or duty from which Purchaser claims an exemption.

1.03 Failing to pay any amounts due to FARO shall be in default under this Agreement and at FARO’s option, FARO may require a full payment of the Purchase Price in accordance with the terms set forth in the Order. FARO, at its sole option, may cancel or terminates it, such action shall be final and non-revocable and without liability or obligation on either party.

1.05 Except as expressly set forth in Section 4.00, FARO does not permit returns on any Products shipped.

1.06 To be valid, the terms of an Agreement must be set forth in writing. Any oral or alleged terms of the Agreement will be invalid unless expressly set forth in writing and signed by an authorized representative of each party. The parties agree that any invoice or accepted purchase order is a part of this Agreement and will be treated as a part of this Agreement. FARO reserves the right to make any change to any Product or Service or to discontinue any Product or Service at any time and to determine the price of any Product or Service at any time, without notice and without obligation to any or all customers. Any changes to the terms and conditions of sale shall be effective as of the date of the notice to the customer.

1.07 Purchaser shall pay FARO all costs and expenses of collection, suit, or other legal action to enforce the Order, including, but not limited to, all attorney’s fees and paratitle fees and costs of collection to the extent that they are not recoverable under Section 4.00, and also all costs incurred by FARO in connection with the removal and subsequent transportation of Product shall be payable by Purchaser upon demand.

2.00 Delivery and Transportation

2.01 Delivery dates set forth in the Order are estimates and not guarantees, and are based upon conditions at the time such estimate is given.

2.02 If any Product is not received by the ship date or any other date on the Order, in full or in part, resulting from delay of delivery past the estimated delivery date. If Product is not delivered within 90 days of the estimated delivery date, Purchaser’s sole remedy shall be to cancel the Order and receive a full refund from FARO, without interest or penalty, and FARO shall not be liable for any costs incurred by Purchaser in connection with the cancellation of the Order.

2.03 If there is a delay of Product, excessive demand for Product or any other reason for which FARO is unable to supply the full amount of Product specified in Purchaser’s Order, FARO reserves the right to allocate its available supply of Product among its customers and distributors. The allocation of Product shall be such as to make FARO’s determination in such a way that such allocations are made on a fair and equitable basis.

2.04 For all services and risks in any way connected with the storage, transportation and installation of Product shall be borne entirely by Purchaser. If any agreement arises as to whether or not damage to Product was in fact caused in storage or in transit or in installation, the opinion of FARO’s technical advisors, acting reasonably, shall be conclusive.

3.00 Inspections, Operation Training and Maintenance

3.01 Purchaser shall be responsible for the inspection of all Product, including, without limitation, the preparation of its premises, the unloading of Product and setting up of Product for operation.

3.02 Subject to Section 4.00, Purchaser shall be responsible for all maintenance of Product.

4.00 Warranties and Exclusions, Exclusive Remedies and (Dis)clamer

4.01 Subject to Section 4.00, FARO warrants that any Product (including Software and services) shall bear no material defects in workmanship or material affecting the fitness of Product for its usual purpose under normal conditions of use, service and maintenance. FARO makes no warranty that any Product will operate in an uninterrupted or error-free manner.

4.02 Subject to Section 4.00, FARO warrants that any Software shall be of reasonable quality and shall be produced accurately and free from errors.

4.03 The Warranties set out in paragraphs 4.01 and 4.02 above (together, the ‘Warranties’) shall expire at the end of the twelve (12) month period commencing on the last day of the calendar month in which Purchaser’s acceptance is given under the Order (the ‘Warranty Period’).

4.04 To properly make a claim under the Warranties, Purchaser shall deliver written notice to FARO during the Warranty Period, at FARO’s contact information set forth in the Order, at the time of such breach in reasonable detail. With a reasonable time in receipt of such notice, FARO shall haveProduct diagnosed by its service personnel. If a breach is not cured within ten (10) days after receipt of such notice from Purchaser, FARO shall be under no obligation to make a claim under the Warranties.

4.05 FARO reserves the right to determine whether or not a breach of the Warranties is necessary to be remedied by FARO or, in the opinion of FARO, will require Product or replacement or product or parts therefor at no cost to Purchaser, other than the cost of shipping Product to Purchaser or, if that breach is not determined to be necessary to be remedied by FARO or, in the opinion of FARO, will require Product or replacement or product or parts therefor at no cost to Purchaser, other than the cost of shipping Product to Purchaser, FARO shall pay the cost of service, which shall be the amount that FARO would otherwise charge for an evaluation under a non-warranty service evaluation.

4.06 Failure to reply or to pay

4.07 Any defects or errors in Product or in Software which FARO cannot duplicate or remedy after investigation shall be considered as an exclusion of liability.

4.08 The Warranties set forth in this Agreement are the only warranties which FARO makes to Purchaser. All other warranties, whether express, implied, statutory or otherwise, including all other warranties as to quality, fitness for a particular purpose, correspondence with description or sample, and non-infringement, are hereby disclaimed.
Section 6.00
Design Changes

6.01 Product is subject to changes in design, manufacture and programming between the date of the Order and the actual delivery date.

6.02 FARO reserves the right to implement such changes without purchasers consent. Notwithstanding the foregoing, no changes contained herein shall be construed as obligating FARO to include such changes in Product provided to Purchaser.

7.00 Intellectual Property

7.01 As between FARO and Purchaser, FARO owns all right, title and interest in all FARO Intellectual Property, and Purchaser shall not own or acquire any right, title or interest in any FARO Intellectual Property. FARO grants Purchaser only a limited, non-exclusive, non-transferable, non-sublicensable license to use any Software in object code form only and, unless otherwise set forth in an Order or approved by FARO in writing, only with Product in which such Software is incorporated or embedded.

7.02 FARO reserves all right, title and interest in and to all intellectual property including, but not limited to, trade secrets, confidential and proprietary information, trademarks, patents, copyrighted materials, drawings, software and other intellectual property of FARO. Purchaser may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, structure, or organization of the Software.

7.03 Faro Intellectual Property includes, but is not limited to, software updates, upgrades, maintenance, enhancements, upgrades and new releases. Purchaser shall only use the Software as specified in the applicable license agreement.

8.00 Indemnification

8.01 FARO shall defend, indemnify and hold harmless Purchaser against all claims, losses, liabilities, damages, costs and expenses including without limitation attorneys fees, costs, expenses and indirect or consequential damages, including without limitation temporary restraining orders, preliminary injunctions and permanent injunctions from any such unauthorized use.

8.02 Purchaser shall indemnify, defend and hold FARO harmless against all claims, losses, liabilities, damages, costs and expenses including without limitation attorneys fees, costs, expenses and indirect or consequential damages, including without limitation temporary restraining orders, preliminary injunctions and permanent injunctions from any such unauthorized use.

9.00 Force Majeure

9.01 Neither FARO nor Purchaser shall be liable or held responsible for any loss, damage, delay or failure to perform due to any cause beyond FARO's control ("Force Majeure Event"). FARO shall not be liable under any circumstances for any losses or damages, whether direct, indirect or consequential, resulting from any cause whatsoever including, but not limited to, the purchase of the product. FARO shall not be liable for any indirect, special, consequential, or incidental damages or losses arising from the use or inability to use the Product, including without limitation, loss of revenue or income, loss of profits or savings, loss of use, loss of data, loss of production, loss of business, loss of time, loss of opportunity or goodwill, loss of reputation, or any other damages.

9.02 Neither FARO nor Purchaser shall be liable for any loss, damage, delay or failure to perform due to any cause beyond Purchaser's control ("Force Majeure Event"). FARO shall not be liable under any circumstances for any losses or damages, whether direct, indirect or consequential, resulting from any cause whatsoever including, but not limited to, the purchase of the product. FARO shall not be liable for any indirect, special, consequential or incidental damages or losses arising from the use or inability to use the Product, including without limitation, loss of revenue or income, loss of profits or savings, loss of use, loss of data, loss of production, loss of business, loss of time, loss of opportunity or goodwill, loss of reputation, or any other damages.

10.00 Definitions

10.01 "Indemnification" means any party who has committed at full session of product specific training for Product.

10.02 "FARO" means FARO Technologies, Inc.

10.03 "FARO Intellectual Property" means all intellectual property rights relating to Product. FARO Intellectual Property means all patents, trademarks, copyrights, trade secrets, and know-how, and any derivative works, improvements, modifications, enhancements, upgrades and updates of any Product.

10.04 "Publisher" means the party buying Product and who is legally obligated to pay for Product.

10.05 "Software" means all computer programs, algorithms, data and other computer-related software, including without limitation the devices containing such computer programs and data, programs, applications, and all related documentation.

10.06 "Product" means the product set forth on the Order.

10.07 "Third Party Product" means any separate third party products, services or software, including without limitation, the products, software or services of a third party that FARO markets or licenses to Purchaser under an Order.