

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.59
(ID # 25151)

MEETING DATE:
Tuesday, June 25, 2024

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Approve the Professional Services Agreement for Faro Focus Laser Scanners, Certification Training, Care Coverage, and License Maintenance between County of Riverside and Faro Technologies, Inc., for the Purchase of Two (2) Faro Focus Laser Scanners, Without Seeking Competitive Bids for Four (4) Years; All Districts [Total Cost \$205,395; up to \$20,540 in additional compensation, 100% Sheriff's General Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement for Faro Focus Laser Scanners, Certification Training, Care Coverage, and License Maintenance between County of Riverside and Faro Technologies, Inc., for the purchase of two Faro Focus laser scanners (Agreement) without seeking competitive bids for a total aggregate amount of \$205,395 for four (4) years through June 30, 2027, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the Agreement; and (c) issue Purchase Orders for the goods and services that do not exceed the approved amounts.

ACTION:Policy


David Lelevier, Assistant Sheriff 6/13/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 25, 2024
xc: Sheriff

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 152,621	\$ 0	\$ 205,395	\$ 0
NET COUNTY COST	\$ 152,621	\$ 0	\$ 205,395	\$ 0
SOURCE OF FUNDS: 100% Sheriff's General Fund			Budget Adjustment:	No
			For Fiscal Year:	23/24-26/27

C.E.O. RECOMMENDATION: Approve

BR: 24-101

Prev. Agn. Ref.: N/A

BACKGROUND:

Summary

The Riverside County Sheriff's Office Major Crimes Bureau (MCB) is comprised of the Central Homicide Unit, Force Investigations Detail, Computer and Technology Crime High Tech Response Team, Crime Analysis Unit, and the Forensics Unit. These units work cooperatively to investigate major crimes and incidents such as homicides, in-custody deaths, deputy invoiced shootings and technology-based crimes.

The Forensic Services Unit supports the Riverside County Sheriff's Office and local, state, and federal agencies. To provide expert crime scene forensic investigation assistance, the Forensic Unit relies on the use of advanced Faro Focus laser scanners. These scanners are essential tools for crime scene analysis, accident scene documentation, and 3-Dimensional (3D) mapping.

Faro Technologies, Inc. is the sole distributor, manufacturer, and provider of the Faro Focus laser scanners. Faro Technologies, Inc. laser scanners are the only laser scanners that capture an extensive 360-degree view and generate comprehensive and precise 3D images by collecting millions of data points. This 3D imaging technology offers accurate measurements of critical evidence and provides a virtual view of crime scenes at the touch of a button, allowing the scene to be restored to normal use quickly afterwards. By replacing traditional crime scene sketches, the 3D documentation enables investigators to revisit the scene multiple times to verify witness testimony or evaluate hypotheses. Forensic technicians can analyze line of sight, blood spatter patterns, and bullet trajectories with great accuracy, amplifying other investigative techniques such as height estimation of offenders from video surveillance footage. For vehicle accident scenes, rapid and accurate documentation of the scene and involved vehicles is vital for accident reconstruction. Leveraging the speed, precision, comprehensiveness, and user-friendly nature of 3D laser scanning technology, forensic experts can swiftly record vast amounts of data and bring the virtual representation of the scene back to the office. Based on the point cloud data captured by the laser scanners, investigators can develop highly detailed 3D models for in-depth analysis and evaluation.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Impact on Residents and Businesses

The use of Faro Focus premium laser scanners improves public safety and security. This technology has allowed the Riverside County Sheriff's Office to effectively document crime scenes, accidents, and other incidents. This accurate and detailed documentation aids in investigations, helping to ensure justice and accountability in communities.

Contract History and Price Reasonableness

On December 7, 2016, the Purchasing Department on behalf of Riverside County Sheriff's Office issued a Request for Quote (RFQ) SHARC 308 for portable 3D laser crime scene scanners. The RFQ was posted publicly in which thirty-one (31) vendors were invited to participate in the bid. However, only two vendors submitted their bid responses to the RFQ. After thorough evaluation, one vendor was eliminated because their proposed product did not meet the specifications outlined in the bid. Ultimately, Faro Technologies was awarded the bid due to being the most responsive bidder.

On April 11, 2018, the Purchasing Department approved (SSJ# 18-164) for the three-year warranty or the certification training on the FARO Laser Scanner Focus 350. The purchase of the equipment was funded by the JAG Grant. Due to limited funding, the Department did not request for the three-year warranty or the certification training on the bid at that time.

On August 9, 2019, the Purchasing Department approved the extended warranty, software maintenance, and certification training for the two FARO 3D Laser Crime Scene Scanners (Serial# LIS081710081, LLS081711334) owned by the Forensics Services Bureau Department (SSJ# 20-038).

The Riverside County Sheriff's Office is now seeking to purchase two additional FARO 3D Laser Scanners Focus 350. The purchase of this equipment requires a three-year maintenance agreement, training, along with all hardware and software updates.

Furthermore, Faro Technologies, Inc. has provided a discount government rate of \$42,910 which includes a \$34,333 discount on the two FARO 3D Laser Scanners Focus 350, a \$2,108 discount on the 3-year maintenance plan, and a \$904 discount on the Trainer Program. Additionally, a \$5,565 discount was given on the required 3-year software license renewal.

ATTACHMENTS

- Professional Services Agreement
- Single Source Justification #24-254
- H-11 RCIT Procurement Form PR2017-05125

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 6/13/2024

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst 6/14/2024

Amrit Dhillon
Amrit Dhillon 6/10/2024

Jim Smith
Jim Smith, Chief Information Officer 6/13/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 6/10/2024

PROFESSIONAL SERVICES AGREEMENT

for

**FARO FOCUS LASER SCANNERS, CERTIFICATION TRAINING, CARE COVERAGE, AND
LICENSE MAINTENANCE**

between

COUNTY OF RIVERSIDE

and

FARO TECHNOLOGIES, INC.



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This Agreement, made and entered into this 25th day of June, 2024, by and between FARO Technologies, Inc., a Florida Corporation registered in the State of California to conduct business whose principal address is 125 Technology Park, Lake Mary, FL 32746, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2027, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred fifty-two thousand six-hundred twenty-one dollars (\$152,621.00) for Fiscal Year 2023/2024, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase

any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 RESERVED

3.3 CONTRACTOR shall submit invoice at time of shipment. COUNTY shall pay the invoice within thirty (30) working days from the date of the electronic invoice. Prepare invoices in duplicate. For this Agreement, email the original and duplicate copies of invoices to: Riverside County Sheriff's Department

jrrangel2@riversidesheriff.org

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-20490-003-06/27); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

a) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall

excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY

representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

8.3 COUNTY will provide at least fourteen (14) business days prior notice and will supply an independent Audit or Testing firm. Inspections are limited to the applicable ISO requirements and a Fully Executed NDA will be in place before entry to any of the CONTRACTOR's facilities.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution

of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, disability, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and all other applicable laws or regulations.

14. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

15. Confidentiality

15.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or

confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

15.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

17. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff’s Office
4095 Lemon Street, Third Floor
Riverside, CA 92501
Attn: Purchasing Unit

CONTRACTOR

FARO Technologies, Inc.
125 Technology Park
Lake Mary, FL 32746-6204
Attn: Legal Department

18. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

19. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

20. Hold Harmless/Indemnification

20.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from direct damages suffered by a third party from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of this Agreement, including but not limited to property damage, bodily injury, or death caused by CONTRACTOR's gross negligence or reckless acts or omissions except to the extent caused by the COUNTY. CONTRACTOR shall defend the Indemnitees at its sole expense including all reasonable costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

20.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

20.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

20.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21. Insurance

21.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general

aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

22. General

22.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

22.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any

terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

22.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

22.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

22.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

22.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

22.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

22.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

22.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

22.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

22.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

22.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

22.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

22.14 If there is a conflict between this Agreement and the Standard Terms and Conditions of Sales attached hereto as Exhibit C, this Agreement shall control.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

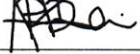
By: 
Chuck Washington, Chair
Board of Supervisors

Dated: 6/25/2024

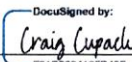
ATTEST:
Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel

FARO TECHNOLOGIES, INC., a Florida Corporation

By: 
Name: Craig Cupach
Title: Director of Sales, Public Safety-Forensics

Dated: 05-Jun-2024

**EXHIBIT A
SCOPE OF SERVICES**

A. COUNTY retains the CONTRACTOR to provide FOCUS Premium Complete Care coverage, software maintenance and certification training, on two (2) new FARO 3D Laser Crime Scene Scanners where CONTRACTOR is the proprietary manufacturer/distributor of, without limiting the Scope of Services described herein, the CONTRACTOR shall provide the following services:

1. CONTRACTOR shall perform all the services described in the AGREEMENT in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members in this profession currently practicing in California. By delivering the completed work, CONTRACTOR represents and certifies that their work conforms to the requirements of this AGREEMENT and all applicable (federal, state, county, local, city) laws, rules, regulations, orders, and procedures and the professional standard of care in the state of California.
2. CONTRACTOR shall perform all duties of this Agreement.
3. CONTRACTOR shall perform the services in a safe and professional environment by fully trained, skilled, properly licensed, competent, and duly experienced personnel using equipment in excellent working order.
4. CONTRACTOR shall provide services and end products that are satisfactory and acceptable to the COUNTY.

CONTRACTOR or COUNTY shall not make any changes in the scope of work, perform any additional work, or provide any additional material, without a mutually written agreement executed by both parties.

5. Should CONTRACTOR employ additional employees, CONTRACTOR shall employ persons who are duly registered or licensed to practice in the State of California.
6. CONTRACTOR shall possess the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this AGREEMENT's task in a professional and competent manner.
7. CONTRACTOR shall furnish and perform professional services for COUNTY, on the terms and conditions described in this AGREEMENT. CONTRACTOR has the legal authority to provide, engage in, and carry out the professional services set forth in this AGREEMENT.

B. CERTIFICATION TRAINING

1. CONTRACTOR shall provide five-day industry specific Scanner training for two students. Curriculum includes instruction on presentation skills, transfer of learning and training design.
2. CONTRACTOR shall include basics of hardware and Scene software, as well as customized training in the customers' applications.

3. CONTRACTOR shall provide electronic material to include manuals, facilitators' guides, and power points to conduct future classes.

C. FOCUS PREMIUM COMPLETE CARE – YEAR 3

1. CONTRACTOR shall provide two complete care coverage for Focus Premium scanners covering through year 3 from point of sale.
2. CONTRACTOR shall include parts and labor for repairs and annual cleaning and calibration.

D. LASER SCANNER FOCUS PREMIUM

1. CONTRACTOR shall provide two FARO Focus Premium Laser Scanners with Focus Premium scanner heads, Status Indicators, Quick Releases, Power Block Batteries, Battery Power Docks, Power Supply's, 64 GB High-Speed SD Cards and readers, rugged transport cases, calibration certificates, quick smart guides, and manufacturer warranties.
2. CONTRACTOR shall provide Focus Premium Range Extension 350m, POS
3. CONTRACTOR shall provide 3d_AC_LS FocusS Battery Power Block
4. CONTRACTOR shall provide 3D_AC_LS_Standard Carbon Fiber Tripod
5. CONTRACTOR shall provide 3d_AC_SP_HIGHRES_PANOCAM

**EXHIBIT B
PAYMENT PROVISIONS**

Fiscal Year 2023/2024

Description	Item No.	Qty	Total Cost
FARO Laser Scanner Focus Premium <ul style="list-style-type: none"> • (1) Focus Premium scanner head • (1) Status Indicator • (1) Quick Release • (1) Power Block Battery • (1) Battery Power Dock • (1) Power Supply • (1) 64GB High-Speed SD Card and reader • (1) rugged transport case • (1) calibration certificate • (1) quick start guide • Manufacturer warranty 	LS9-HU-TAA	2	\$65,985.00
Focus Premium Range Extension 350m, POS	FW-SCN-0020	2	\$33,060.00
3D_AC_LS_FocusS Battery Power Block	ACCS-PWR-0014	2	\$1,037.00
3D_AC-LS_Standard Carbon Fiber Tripod	ACCSS8032	2	\$2,210.00
3D_AC_SP_HIGHRES_PANOCAM <ul style="list-style-type: none"> • Records 360 images in high resolution and high quality • Still image resolution 6720 x 3360 	ACCSS8063	2	\$2,635.00
Panocam Mount	ACCS-0016	2	\$840.00
5 Day Train the Trainer Program <ul style="list-style-type: none"> • Curriculum includes instruction on presentation skills, transfer or learning and training design • Hardware and software training • Manuals, facilitators' guides and power points are provided 	TR-SCN-TTT-F	2	\$17,336.00
3-Year Focus Premium Complete Care <ul style="list-style-type: none"> • Includes parts and labor for repairs • Annual cleaning and calibration 	SV2-SCN-Y3-AM	2	\$8,432.00

<ul style="list-style-type: none"> Covers through year 3 from point of sale 			
10% Contingency *Internal for Riverside			\$15,392.27
Shipping and Handling		1	\$53.80
Sales Tax		1	\$5,638.96
FY23/24 TOTAL			\$152,620.03

EXHIBIT C**STANDARD TERMS AND CONDITIONS OF SALE**

These standard terms and conditions of sale, oral or written, apply to the sale of equipment, Software, other products or services ("Product") to Purchaser from FARO Technologies, Inc. ("FARO"), its affiliates, subsidiaries and related companies except for additional terms consistent with these standard terms and conditions on prices, quantities, delivery schedules, and the description of the Products as set forth in an order or quotation issued by FARO or approved by FARO (each, an "Order").

ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS AND ANY ORDER, BOTH OF EITHER OF WHICH MAY BE DELIVERED TO PURCHASER IN ELECTRONIC FORM BY FARO, SHALL BE DEEMED TO HAVE OCCURRED UPON THE EARLIER OF EXECUTING OR ACCEPTING THESE STANDARD TERMS AND CONDITIONS OR TAKING DELIVERY OF ANY PRODUCTS. ANY DEVIATION FROM, OR EXCEPTIONS TO, THESE TERMS AND CONDITIONS MUST BE IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF FARO.

All capitalized terms used but not defined in the body of this document are defined in Section 10.00 (Definitions).

1.0 Payment of Purchase Price**1.01**

Subject to credit approval 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 not 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 charge interest 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 FARO may be required to pay with respect to the production, 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

Purchaser grants to FARO a security interest in all Product sold pursuant to the Order, which FARO may perfect by filing a UCC Financing Statement or by other filings, registrations, or notices as may be required. Any such security interest will remain in effect until FARO has received payment in full of the Purchase Price together with interest on any late Purchase Price payments.

1.04

If Purchaser fails to make full payment of the Purchase Price in accordance with the terms set forth in the Order, FARO shall, at its sole option, have the right to the following remedies, which shall be cumulative and not alternative and which are not exclusive:

a.

the right to cancel the Order, in which event Purchaser agrees that any down payment or deposit for Product shall be forfeited to FARO as liquidated damages and not as a penalty, and all costs incurred by Faro in connection with the removal and subsequent transportation of Product shall be payable by Purchaser upon written demand;

b.

the right to remove any Software, components of Product or other items necessary to render Product inoperative;

c.

the right to withhold all services which would otherwise be required to be provided by FARO pursuant to the Warranties set out in Section 4.00 (Warranties and Exclusions; Exclusive Remedies and Disclaimers) hereof;

d.

the right to terminate any existing Software license agreement with Purchaser; and

e.

the right to pursue any other available remedy, including without limitation suing to collect any remaining balance of the Purchase Price (i.e., accelerate the payment of the Purchase Price, causing the entire balance to immediately become due and payable in full).

1.05

Except as expressly set forth in Section 4.06 (Factory Repairs), FARO does not permit returns on any Products shipped. In addition, FARO does not permit returns of Software delivered digitally, including Software downloaded by Purchaser or Software activated by a product key received by Purchaser via electronic mail, flash drive, memory card, or similar type of electronic delivery system.

1.06

No waiver by FARO of its rights under these terms and conditions shall be deemed to constitute a waiver of subsequent breaches or defaults by Purchaser. In the event more than one Product is being purchased pursuant to the Order, unless otherwise set forth herein, each payment received by FARO from Purchaser shall be applied pro rata against the cost of each Product rather than being applied to the Purchase Price of any Product.

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 actual attorneys' and paralegal fees and collection costs.

2.0 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

FARO shall not be liable for any loss or damage, whether direct, indirect or consequential, resulting from delivery of Product 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 to recover from FARO, without interest or penalty, the amount of the down payment or deposit and any other part of the Purchase Price which has been paid by Purchaser. Notwithstanding the foregoing, such right of cancellation shall not extend to situations where delayed delivery is due to a Force Majeure Event (as defined in Section 9.01 (Force Majeure/Entire Agreement / Governing Law / Miscellaneous)). Any delays resulting from a Force Majeure Event shall extend estimated delivery dates by the length of such delay.

2.03

If there is a shortage 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 in such a manner and in such amounts as FARO determines in its sole discretion.

2.04

Responsibility for all costs and risks in any way connected with the storage, transportation, and installation of Product shall be borne entirely by Purchaser. If any disagreement arises as to whether or not damage to Product was in fact caused in storage, in transit, or on installation, the opinion of FARO's technical advisors, acting reasonably, shall be conclusive.

2.05

Unless otherwise agreed to by FARO in an Order, Product shall be delivered by FARO at Faro's premises EXW (Ex Works) as defined in Incoterms 2010.

2.06

FARO does not assume any risk for (i) late deliveries of goods, (i) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines)

3.0 Installation, Operator Training and Maintenance

3.01

Purchaser shall be responsible for installation of Product, including, without limitation, the preparation of its premises, the uncrating of Product, and setting up of Product for operation.

3.02

Subject to Section 4.00 (Warranties and Exclusions; Exclusive Remedies and Disclaimers), Purchaser shall be responsible for all maintenance of Product.

3.03

FARO shall invoice training with other Products set forth in the Order, if applicable. Purchaser shall have six (6) months from the date of invoice ("Training Period") to complete training. If training is not completed within the Training Period, FARO may refuse to conduct training at its discretion. Any training not completed within the Training Period is forfeited by the Purchaser.

3.04

Understanding that training is invoiced upon ordering the training and paid in advance, there may be additional penalties for changing training dates in some circumstances. Purchaser may freely cancel or reschedule a confirmed training class with more than ten (10) working days' notice prior to the date of the scheduled training class at no additional cost. If the Purchaser cancels or reschedules a confirmed training class with less than ten working days' notice prior to the date of the scheduled training class, but prior to the date of training, Purchaser may be charged up to an additional fifty percent (50%) of the cost of training to reschedule. Rescheduling training on the date of training is not allowed. Any training that is not attended by Purchaser on the confirmed date of the training must be repurchased by Purchaser to be rescheduled.

4.0 Warranties and Exclusions; Exclusive Remedies and Disclaimers

4.01

Subject to Section 4.05, FARO warrants that any Product (but excluding Software and services) shall be free from material defects in workmanship or material under normal conditions of use, service and maintenance. FARO makes no warranty that any Product will be secure from cyber-threats or operate in an uninterrupted or error free manner.

4.02

Subject to Section 4.05, FARO warrants that any Software shall operate substantially according to written user documentation provided by FARO. FARO makes no warranty that any Software will operate in an uninterrupted or error free manner.

4.03

The warranties set out in paragraphs 4.01 and 4.02 above (together, the "Warranties") shall expire one (1) year after the day that the Product is shipped from FARO (the "Warranty Period"), at the end of the month during which the Product is shipped.

4.04

To properly make a claim under the Warranties, Purchaser must deliver written notice of the claim to FARO during the Warranty Period, at FARO's contact information set forth on the Order, together with a description of such claim in reasonable detail. Within a reasonable time following receipt of such proper notice, FARO shall have Product diagnosed by its service personnel. Nothing herein contained shall be construed as obligating FARO to make service, parts, or repairs available for any claim reported after the expiration of the Warranty Period. If Product is determined by FARO, in its reasonable opinion, to be covered by and in breach of the Warranties, FARO will, as Purchaser's sole and exclusive remedy, repair or adjust Product to the extent determined by FARO to be necessary or, at the option of FARO, will replace Product with replacement Product, of equal or greater performance, or parts therefor at no cost to Purchaser, other than the cost of shipping Product

to FARO pursuant to Section 4.06. If Product is determined by FARO, in its reasonable opinion, not to be covered by or not to be in breach of the Warranties, Purchaser shall pay the amount that FARO would otherwise charge for an evaluation under a non-warranty service evaluation. As for such additional needed repairs, FARO shall quote

Purchaser for such, which Purchaser can choose or reject such service at its discretion, and return shipping to Purchaser will be at Purchaser's cost and expense.

4.05

The Warranties shall not apply to or cover:

a.

Any defects in any component of a Product if, in the reasonable opinion of FARO, (i) Product has been improperly stored, installed, operated, or maintained; (ii) the defect was caused by or relates to misuse or extraordinary use of Product, or to use of Product outside the abilities for which Product was designed and manufactured; (iii) Purchaser has permitted unauthorized modifications, additions, deletions, adjustments and/or repair to any Software, hard drive structure, or content, or any other part of Product, or which might otherwise affect Product; or (iv) the defect was caused by, or repairs are required as a result of, causes external to FARO workmanship or the materials used by FARO. As used herein, "unauthorized" means that which has not been approved and authorized by FARO in writing.

b.

Minor preventive and corrective maintenance, including, but not limited to, replacement of fuses, fan filter cleaning and system clock battery replacement.

c.

Any Product or component which was sold or transferred to any party other than the original Purchaser unless transferred in accordance with Section 4.11 or FARO's prior express written consent is obtained.

d.

Any defect in or related to Product which FARO cannot duplicate with reasonable effort.

e.

Any defect in or related to Product caused by materials, including hardware, software, or data not supplied by FARO.

f.

Any defect caused or resulting from accident; physical, electrical or magnetic stress; failure of electric power, air condition or environmental controls; or use in or with defective or non-compatible equipment, hardware, software or data.

g.

Any defect or problem caused by changes in the operating characteristics of computer systems, hardware, or software developed after Product is delivered.

h.

Any Product exported by Purchaser outside of the country of purchase.

i.

Any demonstration or used Product.

j.

Any services of FARO.

ALL SERVICES OF FARO ARE PROVIDED TO PURCHASER "AS IS" WITHOUT WARRANTY OF ANY KIND.

k.

Any Third-Party Product sold or included with the Products. Such Third-Party Products are provided with the manufacturer's warranties, if any, which FARO is permitted to pass on to Purchaser.

OTHERWISE, SUCH THIRD-PARTY PRODUCTS ARE PROVIDED TO PURCHASER "AS IS" WITHOUT WARRANTY OF ANY KIND.

4.06

Factory Repairs

a.

Purchaser agrees to ship Product to FARO in the original packing container.

b.

Shipping charges due by Purchaser exclude brokerage fees, duties, taxes and VAT.

c.

IF PRODUCT IS UNDER STANDARD WARRANTY: Purchaser agrees to ship Product to FARO at Purchaser's sole cost and expense. FARO will return the repaired or replacement Product to Purchaser at FARO's sole cost and expense.

d.

IF PRODUCT IS UNDER A SEPARATE PREMIUM SERVICE PLAN: When practical, as determined by FARO in its sole discretion, and subject to availability, FARO will make available to Purchaser substitute component parts or substitute Product, of equal or better performance ("Temporary Replacements"), as appropriate, while Purchaser's Product is undergoing repair. Shipping charges for these Temporary Replacements will be the responsibility of FARO.

e.

IF PRODUCT IS NOT UNDER ANY WARRANTY: Purchaser shall be responsible for the cost of any repair or replacement of any part, Software or Product, together with all shipping charges related to such repair or replacement. All charges shall be estimated and prepaid by Purchaser to FARO prior to commencement of repairs.

4.07

FARO may utilize new or refurbished components of Product to perform any Warranty service.

4.08

Purchaser's sole and exclusive remedy, and FARO's sole and exclusive liability hereunder, with respect to breach of warranty relating to any Product, consists of the obligation to repair, adjust, or replace Product, with a similar or newer product, as provided in Section 4.04.

4.09

DISCLAIMER OF WARRANTIES. THE WARRANTIES SPECIFIED IN THIS SECTION 4.00 ARE THE COMPLETE WARRANTIES BETWEEN FARO AND PURCHASER. THEY SUPERSEDE ALL PROPOSALS, PROMOTIONS, ADVERTISEMENTS, REPRESENTATIONS, OR PRIOR WARRANTIES, VERBAL OR WRITTEN, AND ANY COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THESE WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 4.00, FARO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, AND NON-INFRINGEMENT.

4.10

FARO does not authorize any person (whether natural or corporate) to assume for FARO any liability in connection with or with respect to Product. No agent or employee of FARO has any authority to make any representation or promise on behalf of FARO, except as expressly set forth herein or in the Order, or to modify the terms or limitations of the Warranties. No verbal statements shall be binding upon FARO.

4.11

The Warranties extend only to Purchaser and are transferable by Purchaser only under the following conditions:

a.

Product is currently within the Warranty Period;



b.

The new owner is, or becomes, a Certified User; and

c.

FARO Customer Service is informed of and approves of the transfer.

4.12

All claims under the Warranties must originate with Purchaser, or any subsequent owner that becomes a Certified User approved by FARO Customer Service, and Purchaser will indemnify, defend and hold FARO harmless from any and all claims, liabilities, damages, costs and expenses for breach of warranty asserted against FARO by any third-party.

4.13

PURCHASER ACKNOWLEDGES THAT IT HAS PURCHASED PRODUCT BASED UPON ITS OWNKNOWLEDGE OF THE USES TO WHICH PRODUCT WILL BE PUT. FARO SPECIFICALLY DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO THE FITNESS OF PRODUCT FOR ANY PARTICULAR PURPOSE OR ARISING FROM THE INABILITY OF PURCHASER TO USE PRODUCT FOR ANY PARTICULAR PURPOSE.

4.14

FARO is an equal opportunity employer. All candidates for employment will be considered without regard to race, color, religion, sex, national origin, physical or mental disability, veteran status, or any other basis protected by applicable federal, state or local law.

5.0 Limitations of Liability

5.01

In no case shall FARO be liable for any indirect, special, incidental, punitive or consequential damages arising from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law (including without limitation theories of equitable relief), including, but not limited to, injury to or death of any operator or other person, damage or loss resulting from the Product or inability to use Product, increased operating costs, loss of production, loss of profit or revenues, loss of software or data, losses arising from virus, ransomware, noncyber-attacks, any cost or expense of providing substitute product or software during periods of, or resulting from, malfunction, non-use or maintenance or repair (except as when Temporary Replacements are provided per Section 4.06(d)), or damage to property. The disclaimer of liability for indirect, special, incidental, punitive, and consequential damages extends to any damages which may be suffered by third parties, including without limitation, caused directly or indirectly resulting from the Product, or test results or data produced by Product or any component thereof, and Purchaser agrees to indemnify and save FARO harmless from any such claims made by third parties.

5.02

FARO's maximum aggregate liability arising out of or relating to any Product from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law shall not exceed the Purchase Price received by FARO for the Product to which such liability relates. In all cases, FARO's maximum aggregate liability arising out of or relating to an Order shall not exceed the aggregate amounts paid by Purchaser to FARO under such Order.

5.03

The limitations of liability in this Section apply even if FARO had notice of the possibility of damages and even if any exclusive remedies fail of their essential purpose. Purchaser acknowledges that FARO has set its pricing in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in these terms and conditions and that the same form an essential basis of the bargain between the parties.

6.0 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. FARO reserves the right to substitute similar products of the same value without prior notification to the Customer.

6.02

FARO reserves the right to implement such changes without Purchaser's consent. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating FARO to include such changes in Product provided to Purchaser.

7.0 Intellectual Property

7.01

As between FARO and Purchaser, FARO owns all ownership 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 license to use any Software in object code form only and, unless otherwise set forth in an Order or approved in writing by FARO, only with Product in which such Software is installed or embedded.

7.02

Subject to applicable Federal and state disclosure laws, Purchaser acknowledges and agrees that the Products (including Software) contains trade secrets, confidential, and proprietary information of FARO and shall maintain all Products (including Software) as confidential and proprietary information of FARO. Purchaser shall use no less than the same degree of care to avoid misuse or improper disclosure of the trade secrets, confidential, and proprietary information of FARO than Purchaser uses with respect to its own similar information, which shall be no less than a reasonable degree of care. Purchaser shall not, in whole or in part, reproduce or duplicate (other than that which is necessary and incidental to the ordinary use of the Software in compliance with these terms and conditions or for purpose of making one (1) archival or back-up copy of the Software) alter, modify, disassemble, reverse assemble, decompile, reverse compile, reverse engineer, sell, transfer, assign, sublicense, lease, rent or use in connection with a service bureau or to provide services to others, in any manner the Products (and Software), in whole or in part, or permit access to or use thereof by any third-party.

7.03

Purchaser acknowledges that any unauthorized use of the Products (and Software), or any right therein, will result in irreparable harm to FARO, and that FARO shall be entitled to damages, lost profits, attorneys' fees, costs, expenses, and injunctive relief, including without limitation temporary restraining orders, preliminary injunctions, and permanent injunctions from any such unauthorized use.

7.04

Purchaser shall forthwith execute any further assurances in the form of non-disclosure or licensing agreements which may reasonably be required by FARO in connection with the Software.

8.0 Indemnification

8.01

Purchaser will defend, indemnify, and hold harmless FARO against all claims, losses, liabilities, damages, costs, and expenses either (a) on account of any damage to property or injury or death of persons caused by or arising out of Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Product or caused by or (b) arising out of: (i) any breach of contract by Purchaser; (ii) any acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule, or regulation

9.0 Force Majeure/ Entire Agreement / Governing Law / Miscellaneous

9.01

FARO shall not be liable for any loss, damage, detention, or delay due directly or indirectly to any cause beyond FARO's control (a "Force Majeure Event"), including, without limitation, compliance with any rules,

regulations, orders or instructions of any federal, state, county, municipal or other government or any department or agency thereof, acts of god, acts or omissions of Purchaser, acts of civil or military authorities, fires, floods, embargoes, war or insurrection, labor interruption through strike or walkout, transportation delays, or inability or difficulties in obtaining necessary labor, manufacturing facilities, materials or transportation from its usual sources.

9.02

These terms and conditions and the Order into which they are incorporated by reference constitute the entire agreement between FARO and Purchaser in respect to Product subject touch Order. There are no representations or warranties by FARO, express or implied, except for those contained herein, and these terms and conditions supersede and replace any proposals, quotations, or agreements, whether oral or written, between FARO and Purchaser with respect to such Order.

9.03

No representative of FARO has any authority to modify, alter, delete, or add to any of the terms or conditions hereof. Any such modifications shall be void and of no force and effect.

9.04

For Orders in the United States, the terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Purchaser and FARO agree that the sole and exclusive jurisdiction and venue for purposes of any and all lawsuits, disputes, causes of action, arbitrations or mediations in the United States of America shall be in the United States District Court for the Middle District of Florida, Orlando Division.

9.05

For Orders in the Europe Union, these terms shall be subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods, and the exclusive place of jurisdiction for all disputes between FARO and Purchaser shall be the city of FARO's registered office within the country.

9.06

For Orders outside of the United States of America and the European Union, these terms shall be governed by local law, and the exclusive place of jurisdiction for all disputes between FARO and Purchaser shall be the city of FARO's registered office in country or, if no registered ce exists, the city of the agent of FARO within the country.

9.07

These conditions shall not be construed more strictly against one party than another as a result of one party having drafted said instrument.

9.08

If any provision of these terms and conditions or the Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these terms and conditions and the Order shall remain in full force and effect. Any provision of these terms and conditions or the Order held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.09

FARO AND PURCHASER HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE ORDER OR THESE TERMS AND CONDITIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENT, OR ACTION RELATED THERETO OR HERETO.

9.10

Any claim, action, suit or other proceeding initiated by Purchaser in connection with any Product must be brought within one year after delivery to Purchaser of the applicable Product to which such claim, action, suit, or other proceeding relates.

9.11

Purchaser agrees to comply with all applicable law. Purchaser shall not export or re-export any Product in violation of applicable export control law, rules or regulations. Deliveries of these goods, products, Software, technologies or know-how-transfer to countries outside the country of sale or to third parties are subject to authorization by FARO or may be prohibited. U.S.-origin goods, products, software, technologies or know-how-transfer which are of at least ten percent (10%) U.S.-origin are liable to U.S. Export Administration Regulations and export outside the country of sale may be prohibited. All export control obligations associated with a resale shall be borne by the exporter.

10.0 Definitions**10.01**

“Certified User” means any person who has completed at least one full session of product-specific training for Product.

10.02

“FARO” and “FARO Customer Service” means FARO Technologies, Inc.

10.03

“FARO Intellectual Property” means all intellectual property rights relating to any Product, including without limitation, patents, copyrights, trademarks, trade secrets, and know-how, and any derivative works, improvements, modifications, repairs, maintenance, enhancements, and updates of any Product.

10.04

“Purchaser” means the party buying Product and who is legally obligated under the Order.

10.05

“Software” means all computer programs, disk drive directory organization and content, including without limitation the devices containing such computer programs, disk drive directory organization, and content, sold pursuant to the Order.

10.06

“Purchase Price” means the agreed-upon price of Product set forth in the Order.

10.07

“Third-Party Product” shall mean any equipment, products, Software, or services of a third-party that FARO sells or makes available to Purchaser under an Order.

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SS-SHERIFF, FARO TECHNOLOGIES, INC.

Date: 04/30/2024
From: Amanda Bennett, Deputy Director of Administrative Services
To: Board of Supervisors/Purchasing Agent
Via: Enrique Rodriguez, Supervising Forensic Technician (951) 377-5376
Subject: Single Source Procurement; Request for FARO Focus Laser Scanners, certification training, care coverage, and license maintenance.

The below information is provided in support of my Department requesting approval for a single source.

1. **Supplier being requested:** FARO Technologies, Inc.
2. **Vendor ID:** 0000119906
3. **Single Source** **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?**
 - Yes** **No**
 - SSJ# 18-164 Approved 04/11/18 (Certification Training and 3-yr Warranty)
 - SSJ# 20-038 Approved 08/9/19 (Certification Training, Extended Warranty and Annual Software Maintenance)
- 4a. **Was the request approved for a different project?**
 - Yes** **No**
5. **Supply/Service being requested:**

The Forensic Services Bureau seeks to purchase two additional FARO Focus Laser Scanners for crime scene diagramming. Each scanner includes a range extension up to 350M, a battery power block, a standard carbon fiber tripod, and a high-resolution panorama camera with mount. Furthermore, each scanner requires the Complete Care Maintenance package, which covers the equipment for three years from the date of purchase. Additionally, RSO will certify two Forensic Technicians as certified instructors through FARO



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SS-SHERIFF, FARO TECHNOLOGIES, INC. Technologies, Inc. The investment in training internal staff will save the department from future expenses by having staff available to certify newly hired personnel with the option to re-certify existing technicians.

Currently there are two (2) FARO scanners assigned to the Perris and Thermal Forensic Offices. RSO Forensic Technicians are trained and certified on the current FARO Scanners. The department would like to add the same brand and model of scanners to existing county-owned asset inventory. Utilizing the same technology allows RSO to have greater flexibility with owned equipment by ensuring one scanner is always functional with updated calibration between the two offices.

6. Unique features of the supply/service being requested from this supplier.

The FARO 3D Laser Scanner is a lightweight, portable laser measuring device that documents crime scenes. With a single operator, multiple scans are taken to produce a three-dimensional crime scene re-creation. This laser scanner supports investigations with the ability to diagram multiple exterior/interior scenes.

- A panoramic camera provides the required 360° photograph of the crime scene with just one picture.
- Scanning is accomplished in four minutes or less.
- Quick-release adapter for connecting the scanner to a tripod.
- Resilient design and rugged case for durability while using and transporting to and from crime scenes.
- FARO Stream Mobile Application
- Train the Trainer FARO Certification Program customized to RSO business needs.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

The panoramic camera, quick release adapter, and the use of the FARO mobile app enables Forensic technicians to complete crime scene diagrams more efficiently by eliminating other on-scene devices, such as laptops, and return trips. The four-minute on-scene scanning time is reduced to expedite the scanning process. Additionally, the FARO scanners are compatible with the current FARO Zone 3D and Scene software currently utilized by the department.

The Train the Trainer program certifies Forensic Technicians on the proper use and handling of the equipment and software. This empowers the technicians to adequately testify in court cases such as Deputy involved shootings and homicides, and to properly train other Forensic Technicians.



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8. Period of Performance: From: May 21, 2024, to June 30, 2027
 (4 years)

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Description:	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total
One-time Costs:					
(2) FARO Focus Premium Laser Scanner	\$65,985.00	\$0.00	\$0.00	\$0.00	\$65,985.00
(2) Focus Premium Range Extension 350m	\$33,060.00	\$0.00	\$0.00	\$0.00	\$33,060.00
(2) Focus Battery Power Block	\$1,037.00	\$0.00	\$0.00	\$0.00	\$1,037.00
(2) Standard Carbon Fiber Tripod	\$2,210.00	\$0.00	\$0.00	\$0.00	\$2,210.00
(2) High Resolution Panorama Camera	\$2,635.00	\$0.00	\$0.00	\$0.00	\$2,635.00
(2) Panocam Mount	\$840.00	\$0.00	\$0.00	\$0.00	\$840.00
Shipping & Handling	\$53.80	\$0.00	\$0.00	\$0.00	\$53.80
Sales Tax	\$5,638.96	\$0.00	\$0.00	\$0.00	\$5,638.96
(2) Train the Trainer Program 5 Day	\$17,336.00	\$0.00	\$0.00	\$0.00	\$17,336.00
Ongoing Costs:					
(2) 3-Year Premium Complete Care	\$8,432.00	\$0.00	\$0.00	\$10,540.00	\$18,972.00



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Warranty					
(2): 3-Year "SCENE" software license & renewal	\$8775.00	\$0.00	\$0.00	\$11,700.00	\$20,475.00
(2): FARO Zone 3D Expert	\$7,920.00	\$0.00	\$0.00	\$10,560.00	\$18,480.00
Additional 10% Contingency	\$15,392.27	\$0.00	\$0.00	\$3,280.00	\$18,672.27
Previous SSJ Approved Amounts: SSJ#20-038 (8/9/19)	\$30,496.00	\$25,480.00	\$15,756.00	\$15,756.00	\$103,244.00
Previous SSJ Approved Amounts: SSJ#18-164 (4/11/18)	\$24,990.00				\$24,990.00
Total Costs	\$169,315.03	\$0.00	\$0.00	\$36,080.00	\$205,395.03

10. Price Reasonableness:

FARO is offering RSO a significant discount of \$42,910, based off our previous purchasing history. The discount includes:

- \$34,333 immediate savings on the scanner purchase
- \$2,108 savings on a 3-year maintenance plan
- \$5,565 savings on a 3-year software license renewal
- \$904 savings on one 5 Day Train the Trainer Program.

RSO are certified trainers through this program which allows the organization to save future county funds by training and certifying technicians in-house. Additionally, the reduced scanning time may save the Department in overtime expenses for future investigations.

Riverside Sheriff's Office requests a 10% contingency for FY23/25 and FY26/27, for unforeseen price increases with required maintenance, training, and software updates.

11. Projected Board of Supervisor Date (if applicable): June 4, 2024


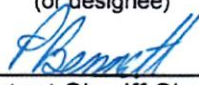



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 Chief Deputy Signature (or designee)	MISTY REYNOLDS Print Name	4/30/24 Date
 Assistant Sheriff Signature (or designee)	PAUL BENNETT Print Name	4/30/24 Date
 Department Head Signature (or designee)	Amanda Bennett Print Name	4/30/24 Date

The section below is to be completed by the Purchasing Agent or designee.



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SS-SHERIFF, FARO TECHNOLOGIES, INC.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

By signing above, department attests all legal and contractual requirements have been met by the by the selected supplier.

Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through _____ (date)

(If Annual Amount Varies each FY)

FY 23/24 : \$ 169,315.03

FY 24/25 : \$ 0

FY 25/26 : \$ 0

FY 26/27 : \$ 36,080

FY _____ : \$ _____

Reviewed by Procurement Contract Specialist (PCS):

Signature: *[Handwritten Signature]*

Date: 5/7/24

Melissa Curtis

5/23/2024

24-254

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)