

**RESOLUTION NO. 24-80**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE INVESTIGATIVE 3D LASER SCANNING SYSTEM FOR THE POLICE DEPARTMENT FROM DUNCAN PARNELL, INC. IN THE AMOUNT OF \$65,490.60, AND APPROVING AN AGREEMENT WITH TRIMBLE INC. FOR RELATED SOFTWARE SUPPORT SERVICES.**

**BE IT RESOLVED** by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to purchase on behalf of the City one Investigative 3D Laser Scanning System for the Police Department in the amount of Sixty-Five Thousand Four Hundred Ninety Dollars and Sixty Cents (\$65,490.60) from Duncan-Parnell, Inc., in substantially the form of the proposal **attached** as Exhibit A and presented to the Council today, and to execute a Software User License Agreement for related software support services with Trimble Inc., in substantially the form **attached** as Exhibit B and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.


**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED, APPROVED, AND ADOPTED** in regular session this 25<sup>th</sup> day of January 2024.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

PCB24-14 ITB 3D LASER SCANNING SYSTEM

**BID PROPOSAL FORM**

TO: City of Panama City Beach, Florida

SUBMITTED: November 3rd, 2023.

**PCB24-14 ITB 3D LASER SCANNING SYSTEM**

The Undersigned, as Bidder, hereby declares that they have examined the bid specification and informed themselves fully regarding all terms and conditions pertaining to the product specifications.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the firm, fixed unit price as listed for the purchase of one 3D Laser Scanning System as specified in **PCB24-14 ITB 3D LASER SCANNING SYSTEM** bid specifications.

**ADDENDUM:** It is the sole responsibility of the bidder to determine if any addenda has been issued.

<u>Item No.</u>	<u>Description</u>	<u>Total Bid Amount</u>
1	3D Laser Scanning System to include software license and training	<u>\$ 65,490.60</u>
	Delivery Time	<u>4</u> Weeks

**Additional Optional Items:**

Extended Warranty – Up to Five Years	<u>\$ 8,400</u>
Additional Software Licenses (Each)	<u>\$ 475</u>
Extra Batteries (Each)	<u>\$ 355 (Scanner)/ \$405 (Tablet)</u>

**NOTE:**

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. All prices are to be quoted FOB DESTINATION – FREIGHT AND DELIVERY INCLUDED. Delivery shall be FOB: Panama City Beach Police Department, 17115 Panama City Beach Parkway, Panama City Beach, FL 32413
3. The City reserves the right to reject any and all bids received.
4. The Terms and Conditions Section of this solicitation are hereby incorporated into this Bid Proposal. In the event of a conflict between those Terms and Conditions and this Bid Proposal, the more specific requirements of this Bid Proposal shall control.

PCB24-14 ITB 3D LASER SCANNING SYSTEM

By submission of this BID, Bidder certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

**BIDDER:**

Duncan-Parnell  
Name of Business

900 S McDowell St, Charlotte, NC 28204  
Address

daniel.detwiler@duncan-parnell.com  
Email Address

  
Signature of Authorized Representative

11/03/2023  
Date

Daniel Detwiler  
Name of Bidder

(689) 312-0330  
Phone Number

[END OF BID PROPOSAL FORM]

PCB24-14 ITB 3D LASER SCANNING SYSTEM

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRODUCT DESCRIPTION:

**PCB24-14 ITB – 3D LASER SCANNING SYSTEM**

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Product in response to its Advertisement for Bids dated \_\_\_\_\_, 20\_\_\_\_, and associated Information for Bidders.

You are hereby notified that your bid proposal has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute this Agreement.

If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of the City's acceptance of your BID abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance, within the above noted ten (10) calendar day period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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PCB24-14 ITB 3D LASER SCANNING SYSTEM

CITY OF PANAMA CITY BEACH  
Owner

By \_\_\_\_\_

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name \_\_\_\_\_

Title \_\_\_\_\_

[END OF NOTICE OF AWARD]

**TRIMBLE  
SOFTWARE END USER LICENSE AGREEMENT  
(Trimble Forensics Reveal)**

**Version 1.0**

This Software End User License Agreement (this "**Agreement**") is entered into between Trimble Inc. or the Trimble affiliate identified on the applicable Order Form ("**Trimble**") and you ("**Customer**" or "**you**"), the individual or entity that has downloaded or otherwise procured the Software (as defined below). This Agreement is effective on the earlier to occur of the date you first executed an Order Form, downloaded the Software or clicked to agree to this Agreement ("**Effective Date**"). This Agreement includes any Order Forms or exhibits which reference this Agreement and any applicable Product-Specific Terms.

Entry into this Agreement. If the individual entering into this Agreement is an employee or agent of Customer, then such individual must be authorized to, and by agreeing to the terms of this Agreement hereby does, bind Customer to this Agreement. The licenses granted under this Agreement are expressly conditioned upon acceptance by such authorized personnel.

Purchase from Reseller. If you obtained the Software through an authorized dealer, distributor or reseller of Trimble ("**Reseller**"), your use of the Software is governed by the terms of this Agreement as modified by Section 13 (Purchase from Reseller) below.

Order of Precedence. In the event of a conflict, the terms will control in the following order: (1) the applicable Order Form; (2) the Product-Specific Terms; and (3) this Software End User License Agreement.

Modifications to this Agreement. Trimble may modify this Agreement (which may include changes to Software pricing and plans) from time to time by giving notice to Customer by email or through the Software. Unless a shorter period is specified by Trimble (e.g. due to changes in the law or exigent circumstances), the modifications become effective thirty (30) days after such notice. If within the notice period Customer notifies Trimble in writing of its objection to the modifications, Trimble (at its option and as Customer's exclusive remedy) will either: (a) permit Customer to continue under the existing version of this Agreement until expiration of the then-current License Term (after which time the modified Agreement will go into effect) or (b) allow Customer to terminate this Agreement and receive a refund of any pre-paid Software fees allocable to the terminated portion of the applicable License Term. Customer may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the Software, and, in any event, continued use of the Software after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

**BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR BY INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT ACCESS OR USE THE SOFTWARE. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.**

*Notwithstanding anything to the contrary herein, if you executed a separate signed agreement with Trimble which expressly governs use of the Software, the terms of that agreement shall supersede the terms of this Agreement and you shall have no rights to use the Software under this Agreement either during or after the terms of such other written agreement.*

**1. Definitions.**

"**Documentation**" means the technical specification documentation generally made available by Trimble to its customers with regard to the Software.

"**Feedback**" means comments, questions, suggestions or other feedback relating to any Trimble product or service.

"**License Keys**" means electronic passwords or other enabling mechanisms provided for use with the Software.

"**License Term**" means the license term specified on the applicable Order Form.

"**Order Form**" means any ordering documents, online registration, order descriptions or order confirmations provided to you by Trimble that reference this Agreement.

**"Product-Specific Terms"** means any additional product-specific terms and conditions which govern your use of a specific Trimble Software product. Product-Specific Terms may be attached to this Agreement or referenced in the applicable Order Form.

**"Professional Services"** means professional consulting services (which may include training services).

**"Scope of Use"** means any user, seat, computer, field of use, location or other restrictions set forth in the applicable Order Form or Product-Specific Terms.

**"Software"** means the Trimble software product(s) provided in connection with this Agreement that are specified in the applicable Order Form. "Software" shall also include any Documentation and any maintenance releases of the same Software product provided by Trimble (or a Reseller) to you under this Agreement.

## **2. License.**

2.1. **Grant of License.** Subject to all of the terms and conditions of this Agreement, Trimble grants you a non-transferable, non-sublicensable, non-exclusive license during the License Term to use the Software in object code form on any computer or device and operating system for which it was intended, but solely: (a) for your own internal business purposes; (b) in accordance with this Agreement and the Documentation; and (c) in accordance with the applicable Scope of Use and any Product-Specific Terms. Unless otherwise specified in the applicable Order Form, the License Term begins on your license purchase date.

2.2. **Installation and Copies.** You may copy and install on your computers for use only by your employees and Contractors (as defined below) as many copies of the Software as is designated in the applicable Order Form.

2.3. **Contractors.** Unless otherwise specified in the Product-Specific Terms or Order Form, subject to the terms and conditions of this Agreement, you may permit third-party contractors performing services for your benefit ("**Contractors**") to use the Software provided that (a) such use is only for your benefit, (b) you agree to remain responsible for each such Contractor's compliance with the terms and conditions of this Agreement and (c) upon request you will identify each such Contractor. Use of the Software by your Contractors in the aggregate must be within the Scope of Use.

2.4. **Delivery.** Trimble shall electronically deliver the Software, Documentation and any applicable License Keys (unless another delivery method is specified in the applicable Order Form). Delivery is deemed to occur on the date on which the Software and License Keys, if any, are first made available to you.

2.5. **Subscription Term and Auto-Renewal.** For any Software licensed on a subscription basis, the License Term is twelve (12) months and will automatically renew for subsequent twelve (12)-month periods at Trimble's then-current price unless either party provides the other with notice of cancellation at least thirty (30) days prior to expiration of the then-current License Term.

2.6. **License Restrictions.** As conditions on the license granted to you, you shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever, or attempt to circumvent or disable any License Key or other mechanism that protects the Software against unauthorized use (in each case except and only to the extent expressly permitted by applicable law, and then only with prior written notice to Trimble); (b) distribute, sell, sublicense, rent, or lease the Software, or use the Software (or any portion thereof) for time sharing, hosting, service provider, or like purposes; (c) remove any product identification, proprietary, copyright, or other notices contained in the Software; (d) modify or translate any part of the Software, create a derivative work of any part of the Software, or incorporate the Software into any other software, except to the extent expressly authorized in writing by Trimble; (e) publicly disseminate information regarding the performance of the Software; (f) use or attempt to use the Software for competitive analysis or benchmarking; or (g) unless expressly permitted in the Scope of Use, use or host the Software in a virtual server environment.

2.7. **Free Offerings.** Trimble may provide you with free access to a version of the Software (a "**Free Offering**").

2.7.1. **General.** Free Offerings may not include all functionality and features accessible as part of paid versions of the Software. Either party may terminate the applicable License Term for a Free Offering, for any reason or no reason, immediately upon written notice to the other party. You acknowledge that all Free

Offerings are provided "AS IS" and may not be functional on any machine or in any environment. TRIMBLE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES RELATING TO FREE OFFERINGS, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIMBLE WILL HAVE NO WARRANTY, SUPPORT OR OTHER OBLIGATIONS WITH RESPECT TO FREE OFFERINGS UNLESS OTHERWISE SPECIFIED IN THE APPLICABLE ORDER FORM.

2.7.2. **Beta Releases.** Free Offerings designated as "pre-" or "beta" releases of the Software ("**Beta Releases**") may be inoperable, incomplete, or contain more errors and bugs than generally available Software. Trimble makes no promises that any Beta Releases will ever be made generally available. All information regarding the characteristics, features or performance of beta software constitutes Trimble Confidential Information. ANY USE OF A BETA RELEASE IS AT YOUR SOLE DISCRETION AND RISK.

2.7.3. **Evaluation Software.** Free Offerings designated as "for evaluation" ("**Evaluation Software**") may be used solely to determine whether to purchase a paid license for the Software and for no other purpose, including without limitation for competitive analysis. The License Term for Evaluation Software is thirty (30) days (unless otherwise specified on the applicable Order Form). Unless you pay the applicable license fee for the Software, the Evaluation Software may become inoperable and, in any event, your license to the Evaluation Software automatically expires at the end of the Evaluation Software License Term. If you purchase a license, this Agreement will apply to such purchase and your use of the Software.

2.8. **Educational Versions.** Notwithstanding anything to the contrary in this Agreement, for any version of the Software designated as "educational," you may install one (1) copy of the Software on one (1) computer and use the Software solely for educational purposes. For clarity, educational versions may not be used for any for-profit purpose, including professional work or training offered for a fee or by commercial entities.

### **3. Software Activation and Metering; Consent to Use of Data.**

3.1. **Software Activation and Metering.** The Software may gather and transmit to Trimble license compliance and related usage data. You will not disable, modify or interfere with the operation of any such functionality of the Software. Trimble (and any third-party service providers that Trimble uses to monitor and ensure compliance) may use the foregoing information to validate the authenticity of your license to the Software, to register your Software, for license metering and to protect Trimble against unlicensed or illegal use of the Software.

3.2. **Consent to Use of Data.** Trimble may, directly or through third parties (including a Reseller), collect and use technical information, information about you, and/or data that you provide in relation to your use of the Software or receipt of support and maintenance for the Software. Trimble may use such data to provide, maintain, support and improve the Software and Trimble's other products and services (including requesting your Feedback, providing critical updates to you and providing notifications to you regarding Beta Releases) and for any other business purpose. Trimble will not disclose such information externally unless it has been (a) de-identified so that it does not individually identify you or any other person or entity and (b) aggregated with similar information across other Trimble customers. You acknowledge that, to the extent permitted by law, Trimble assumes no responsibility for storage of such data or information.

### **4. Ownership.**

4.1. **By Trimble.** Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Trimble and/or its suppliers, as applicable, have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, Documentation, Professional Services deliverables and any and all related and underlying technology and documentation, and any copies, modifications and derivative works thereof, including as may incorporate Feedback. You acknowledge that you are obtaining only a limited license right to the Software and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

4.2. **Feedback.** Trimble may freely use or exploit any Feedback you choose to submit in connection with any of its products or services without any obligation or restriction based on intellectual property rights or otherwise.



**5. Payment.** You shall pay all fees associated with the Software licensed and any Professional Services purchased hereunder as set forth in the applicable Order Form. All payments shall be made in the currency in which they are invoiced within thirty (30) days of your receipt of the applicable invoice, unless otherwise specified in writing by Trimble. Except as expressly set forth in this Agreement, all fees are non-refundable once paid. You shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of the Trimble). Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

**6. Term of Agreement.**

6.1. **Term and Termination.** This Agreement is effective as of the Effective Date and expires when all License Terms hereunder have expired or been terminated. Either party may terminate this Agreement (including all related License Terms and Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

6.2. **Effect of Termination.** Upon any expiration or termination of this Agreement or the applicable License Term or Order Form, your license to the applicable Software terminates and you shall cease any and all use of the applicable Software, destroy all copies thereof and so certify to Trimble in writing. Upon any expiration or termination of this Agreement, you will return or destroy (and certify destruction of) any Trimble Confidential Information.

6.3. **Survival.** Sections 2.6 (License Restrictions), 4 (Ownership), 5 (Payment), 6.2 (Effect of Termination), 6.3 (Survival), 7.3 (Disclaimer of Warranties), 7.4 (Disclaimer for High Risk Activities), 10 (Limitation of Remedies and Damages), 11 (Confidential Information), 12 (Compliance), 13 (Purchase from Reseller) and 14 (General) shall survive any termination or expiration of this Agreement.

**7. Limited Warranty and Disclaimers.**

7.1. **Limited Warranty.** Unless otherwise specified in the Product-Specific Terms, Trimble warrants to you that the Software shall operate in substantial conformity with the Documentation (a) during the License Term for Software licensed on a subscription basis, or (b) for all other Software, for a period of ninety (90) days from the Effective Date (in each case, the "**Warranty Period**"). Trimble's sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Trimble's sole discretion, to use commercially reasonable efforts to provide you with an error-correction or work-around which corrects the reported non-conformity, or if Trimble determines such remedy to be impracticable within a reasonable period of time, either party may terminate the applicable Order Form (and any associated License Terms) and you will receive as your sole remedy a refund of (i) any fees you have pre-paid for the Software for the terminated portion of the applicable License Term for any Software licensed on a subscription basis, or (ii) for all other Software, the license fee paid for the Software. Trimble shall have no obligation with respect to a warranty claim unless notified of such claim within (1) thirty (30) days after the date on which you first noticed the non-conformity and (2) the Warranty Period.

7.2. **Exclusions.** The above warranty shall not apply: (a) if the Software is used with hardware or software not specified in the Documentation; (b) if any modifications are made to the Software by you or any third party; (c) to defects in the Software due to accident, abuse or improper use by you; or (d) to Free Offerings.

7.3. **Disclaimer of Warranties.** THIS SECTION 7 CONTAINS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE AND ALL PROFESSIONAL SERVICES ARE PROVIDED "AS IS." NEITHER TRIMBLE NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. TRIMBLE DOES NOT WARRANT THAT YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY SECURITY MECHANISMS IMPLEMENTED BY THE SOFTWARE WILL NOT HAVE INHERENT LIMITATIONS. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

7.4. **Disclaimer for High Risk Activities.** THE SOFTWARE IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN LIFE SUPPORT, MEDICAL, EMERGENCY, MISSION CRITICAL, CONTROL OR GUIDANCE OF VEHICLES, DRONES OR OTHER UNMANNED MACHINES, OR OTHER STRICT LIABILITY OR HAZARDOUS ACTIVITIES, OR IN ANY OTHER SYSTEM WHOSE FAILURE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE (COLLECTIVELY, "**HIGH RISK ACTIVITIES**"). TRIMBLE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. YOU REPRESENT AND WARRANT THAT YOU WILL NOT USE THE SOFTWARE (OR PERMIT IT TO BE USED) FOR HIGH RISK ACTIVITIES, AND AGREE THAT TRIMBLE WILL HAVE NO LIABILITY FOR USE OF THE SOFTWARE IN HIGH RISK ACTIVITIES. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS TRIMBLE FOR ANY DAMAGES, LIABILITIES OR OTHER LOSSES RESULTING FROM SUCH USE.

8. **Support & Maintenance.** Trimble shall provide the support and maintenance services specified in the applicable Order Form and/or the Product-Specific Terms during such period as you have paid the applicable fee. Unless (1) Trimble and you have entered into a separate written agreement for support and maintenance services or (2) different terms and conditions are set forth in the Product-Specific Terms, all such services shall be provided pursuant to Trimble's then-current Software Support and Maintenance Terms which are available at <https://www.trimble.com/support/SoftwareSSMTerms> or a successor URL.

9. **Professional Services.** Trimble shall provide the number of person-days, if any, of Professional Services purchased in the applicable Order Form and any applicable statement of work. Unless Trimble and you have entered into a separate written agreement for Professional Services, all Professional Services shall be provided pursuant to Trimble's then-current Professional Services terms which are available at <https://www.trimble.com/legal/tandcforservices> or a successor URL (the "**Professional Services Terms**"). Unless otherwise specified in the Professional Services Terms or such separate written agreement, you shall have a license right to use anything delivered as part of the Professional Services subject to the terms of your license to use the Software, but Trimble shall retain all right, title and interest in and to any such work product, code or Software and any derivative, enhancement or modification thereof created by Trimble (or its agents).

10. **Limitation of Remedies and Damages.**

10.1. **Consequential Damages Waiver.** NEITHER TRIMBLE NOR ITS SUPPLIERS SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2. **Liability Cap.** TRIMBLE'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE THE AMOUNT ACTUALLY PAID BY YOU TO TRIMBLE DURING THE PRIOR TWELVE (12) MONTHS UNDER THIS AGREEMENT.

10.3. **Nature of Claims and Failure of Essential Purpose.** The parties agree that the waivers and limitations specified in this Section 10 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. **Confidential Information.** Any Software, Documentation or other code or technical information provided by Trimble (or its agents) shall be deemed "**Trimble Confidential Information**" without any marking or further designation. Except as expressly authorized herein, you will hold in confidence and not use or disclose any Trimble Confidential Information. You acknowledge that disclosure of Trimble Confidential Information would cause substantial harm to Trimble that could not be remedied by the payment of damages alone and therefore that upon any such disclosure by you, Trimble shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

12. **Compliance.**

12.1. **Export Control Compliance.** You are responsible for complying with all applicable export and import regulations and obtaining all necessary export and import licenses or permits for the direct or indirect export or import of any Software. Without limiting the generality of the foregoing, you hereby acknowledge and agree that the Software and any associated Confidential Information are subject to the U.S. Export Administration Regulations and were

exported from the United States, if at all, in accordance with those regulations. In the exercise of its rights, and the performance of its obligations under this Agreement, you shall comply strictly with all U.S. export control laws and regulations applicable to the Software, and shall not export, re-export, transfer, divert or disclose any such Software, or any direct product thereof, to any destination restricted or prohibited by U.S. export control laws, or to any national or resident thereof. Your obligations under this paragraph will survive the termination of this Agreement for any reason whatsoever. You will defend, indemnify and hold Trimble harmless against any liability (including attorneys' fees) arising out of your failure to comply with the terms of this paragraph. Your failure to comply with any term of this paragraph will constitute a material breach of this Agreement and entitle Trimble to immediately terminate this Agreement in addition to any other remedy available at law or equity.

12.2. **Anti-Corruption Compliance.** You acknowledge Trimble's commitment to strict compliance with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti-Corruption Laws**"). You, and any third party acting on your behalf, shall comply with all applicable Anti-Corruption Laws. You, and any third party acting on your behalf, shall not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for you or Trimble. You, and any third party acting on your behalf, also shall not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any act of you, any third party acting on your behalf, or Trimble. You represent and warrant that neither you nor any of your officers, directors or employees is a government official, and that you will not retain any government official in connection with the performance of your activities pursuant to this Agreement.

12.3. **Compliance with Laws.** You are responsible for complying with all applicable laws, regulations and codes of practice in your use of the Software and any results derived from the Software.

**13. Purchase from Reseller.** If you obtained the Software through a Reseller, the following terms are applicable and shall prevail in event of any conflict with any other provisions of this Agreement:

- a) The terms of this Agreement constitute the only terms applicable to the license of the Software to you and no terms between you and the Reseller shall apply to your use of the Software.
- b) Instead of paying Trimble, you will pay the applicable amounts to the Reseller, as agreed between you and the Reseller. If the Reseller fails to pay Trimble the applicable fees for your use of the Software, Trimble reserves the right to terminate the applicable License Term for such Software and all related rights granted hereunder. Unless otherwise specified by Trimble, you may purchase renewal License Terms for Software licensed on a subscription basis under this Agreement directly from Trimble pursuant to an Order Form.
- c) Your order details (e.g., the Software you are licensing, the License Term, and the Scope of Use) will be as stated in the order placed with Trimble by the Reseller, and the Reseller is responsible for the accuracy of any such order as communicated to Trimble. The Reseller is solely responsible for delivering to you the Software, Documentation and any License Keys (if applicable), and Trimble has no liability for the Reseller's failure to deliver such materials.
- d) The Reseller may fulfill Trimble's warranty obligations under Section 7.1 (Limited Warranty) on behalf of Trimble. Notwithstanding the foregoing, the Reseller has no authority to make any statements, representations, warranties or commitments on Trimble's behalf and any such statements, representations, warranties or commitments are null and void. If the Reseller agrees to provide front-line support and maintenance services or Professional Services to you, Trimble has no responsibility for such Reseller-provided support and maintenance services or Professional Services.
- e) In the event you are entitled to a refund under this Agreement, you must request such refund through the Reseller. Any request sent directly to Trimble may be redirected to the Reseller. Trimble will refund any applicable fees to the Reseller and the Reseller shall be solely responsible for refunding such fees to you. Trimble shall have no further liability to you in the event the Reseller fails to refund such fees to you.
- f) Unless otherwise specified in the applicable Order Form or the Product-Specific Terms: (1) If you obtained the Software inside the United States, then "Trimble" for purposes of this Agreement is Trimble Inc., and if you obtained the Software outside the United States, then "Trimble" for purposes of this Agreement is Trimble

Europe B.V.; and (2) the governing law, jurisdiction and venue for purposes of this Agreement are as specified in Section 14.3 (Governing Law; Jurisdiction and Venue).

#### **14. General.**

14.1. **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Trimble may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Trimble's assets or voting securities related to the subject matter of this Agreement. You may not assign or transfer this Agreement, in whole or in part, without Trimble's written consent. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

14.2. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

#### **14.3. Governing Law; Jurisdiction and Venue.**

14.3.1. If you obtained the Software inside the United States, this Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. In such case the jurisdiction and venue for actions related to the subject matter hereof are the State of California and United States federal courts located in Santa Clara County, California, and both parties hereby submit to the personal jurisdiction of such courts.

14.3.2. If you obtained the Software outside the United States, this Agreement is governed by the laws of The Netherlands, excluding its rules governing conflicts of laws and without regard to the United Nations Convention on the International Sale of Goods. In such case the jurisdiction and venue for actions related to the subject matter hereof are the courts of Amsterdam, The Netherlands and both parties hereby submit to the personal jurisdiction of such courts.

14.4. **Notices and Reports.** Any notice or report hereunder shall be in writing. If to Trimble, such notice or report shall be sent to Trimble at the following address: Trimble Inc., Attn: General Counsel - Important Notice, 935 Stewart Drive, Sunnyvale, CA 94085 USA. If to you, such notice or report shall be sent to the address you provided upon placing your order. Notices and reports shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered U.S. mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service.

14.5. **Amendments; Waivers.** Except as otherwise provided herein, no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by you will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

14.6. **Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

14.7. **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

14.8. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the Effective Date and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license or changes in law or regulations by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure event at reasonable cost.

14.9. **Audit.** Upon Trimble's written request, you shall certify in a signed writing that your use of the Software is in full compliance with the terms of this Agreement (including any restrictions in the applicable Order Form). In addition to the license compliance monitoring rights in Section 3.1 (Software Activation and Metering), Trimble, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit your records and use of the Software to confirm your compliance with this Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with your business activities. You are responsible for such audit costs only in the event the audit reveals that your use is not in accordance with the licensed scope of use and for unpaid license fees.

14.10. **Publicity/Press Releases.** Trimble may identify you as a customer of Trimble and, with your consent (which may not be unreasonably withheld, conditioned or delayed), Trimble may issue a press release describing the parties' relationship under this Agreement. In connection with these activities, Trimble may use your trademarks and service marks, in accordance with any brand usage guidelines you provide us. You shall not issue or make any press releases, publications or public references regarding your relationship with Trimble unless you first inform Trimble of such proposed publicity, submit all proposed publicity materials to Trimble for review and obtain Trimble's prior consent in writing, in each particular instance. Subject to the foregoing, nothing herein shall grant either party any right, title or interest in the other party's trademarks or service marks.

14.11. **Government End-Users.** The Software is commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited.

14.12. **Subcontractors.** Trimble may use the services of subcontractors and permit them to exercise the rights granted to Trimble in furtherance of Trimble's performance under this Agreement, provided that Trimble remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) the overall performance of Trimble as required under this Agreement.

14.13. **Open Source Software.** The Software may contain or be provided with open source software. Open source software may be identified in the Documentation, or Trimble shall provide a list of the open source software for a particular version of the Software to you upon written request. To the extent required by the license that accompanies the open source software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such open source software itself, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

14.14. **Third-Party Materials.** The Software may include third-party data, content or proprietary software (collectively, "**Third-Party Materials**"). To the extent specified by Trimble (including in any Product-Specific Terms), use of the Third-Party Materials may be subject to additional terms or restrictions ("**Third-Party Terms**"). You are solely responsible for your compliance with any Third-Party Terms and failure to comply with such terms may result in termination of your right to access any elements of the Software which utilize such Third-Party Materials. If no Third-Party Terms are specified, you may use Third-Party Materials solely in support of your authorized use of the Software as set forth herein. NEITHER TRIMBLE NOR ITS SUPPLIERS OFFER ANY WARRANTY IN CONNECTION WITH ANY THIRD-PARTY MATERIALS AND NEITHER TRIMBLE NOR ITS SUPPLIERS WILL BE LIABLE TO YOU FOR SUCH THIRD-PARTY MATERIALS.

**Exhibit A**  
**Product-Specific Terms**  
**(Trimble Forensics Reveal)**

1. **Trimble Forensics Reveal Overview.** The Software is designed to enable you to create, store and share mathematical, 2D and 3D models of crime or accident scenes ("**Models**") and reports based on such Models ("**Reports**").

## 2. Integrations.

- 2.1. **Trimble ID.** Use of the Software may require a Trimble ID, a universal login for Trimble products and services. You can visit [this site](#) to create a Trimble ID.
- 2.2. **3D Warehouse.** You may use Trimble's 3D Warehouse to download models. All use of the 3D Warehouse is subject to the 3D Warehouse Terms of Use, available at <https://3dwarehouse.sketchup.com/tos.html> or a successor URL.
- 2.3. **Separately purchased hardware (e.g., "Data Collection Device").** You may separately purchase the Data Collection Devices identified in the Documentation as compatible with the Software to use with the Software for survey fieldwork, mapping, and GIS data collection. You are responsible for verifying that your Data Collection Device is compatible with the Software.
- 2.4. **Applicable Terms.** For the avoidance of doubt, your use of Trimble ID, 3D Warehouse, any Data Collection Devices and any other products or features that are not part of the Software are governed by those products or features' respective terms of service and not by this Agreement.

3. **Administrators.** You may grant certain Authorized Users administrative privileges, which may include authority to provision new Authorized User accounts, create new Models and Reports and determine access permissions for Authorized Users with respect to your Models and Reports, as further described in the Documentation ("**Administrators**"). You are fully responsible for your choice of Administrators and any actions they take.

4. **Additional Warranties and Disclaimers.** THE SOFTWARE IS AN ESTIMATION TOOL ONLY AND IS NOT A SUBSTITUTE FOR ACTUAL PHOTOGRAPHS OR VIDEO. ANY USE BY YOU OF THE SOFTWARE OR ANY MODELS OR REPORTS CREATED, SHARED OR VIEWED USING THE SOFTWARE IS SOLELY AT YOUR OWN RISK AND YOU AGREE THAT TRIMBLE WILL HAVE NO LIABILITY FOR SUCH USE. TRIMBLE MAKES NO WARRANTY WITH RESPECT TO ANY MODELS OR REPORTS YOU CREATE, SHARE OR VIEW WITH THE SOFTWARE, INCLUDING THAT THEY WILL BE ACCURATE. YOU ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF THE SOFTWARE. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE SOFTWARE AND THE SELECTION OF THE SOFTWARE AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS.

THE RESULTS OBTAINED THROUGH USE OF THE SOFTWARE MAY BE AFFECTED BY COMPATIBILITY OF YOUR DATA COLLECTION DEVICE WITH THE SOFTWARE, THE PLACEMENT, CONFIGURATION AND OPERATION OF YOUR DATA COLLECTION DEVICE, WEATHER OR OTHER ENVIRONMENTAL CONDITIONS, COLOR OR COMPOSITION OF MATERIALS BEING SCANNED, OR OTHER FACTORS OUTSIDE OF TRIMBLE'S CONTROL AND FOR WHICH TRIMBLE SHALL NOT BE LIABLE. YOU ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF YOUR DATA COLLECTION DEVICE, INCLUDING THE CONFIGURATION AND OPERATION OF YOUR DATA COLLECTION DEVICE IN ACCORDANCE WITH THE APPLICABLE DOCUMENTATION.

5. **Third-Party Terms.** Per Section 14.14 (Third-Party Materials) of the Agreement, the Software may utilize or include certain Third-Party Materials. The applicable Third-Party Terms with respect to the Third-Party Materials (including, without limitation, any open source software) are listed at <https://forensics.trimble.com/resource-center/eulas> and are incorporated into the Agreement by reference.

6. **Vehicle Specifications Data.** The Software may include data pertaining to the specifications and characteristics of motor vehicles ("**Vehicle Specs**") to enable you to create Models and Reports. Vehicle Specs constitute Third-Party Materials for all purposes under the Agreement. Vehicle Specs are provided by distributors of the Vehicle Specs or based on standard industry specifications. Trimble makes no guarantee that it will continue to make available or update Vehicle Specs. Upon notice from Trimble, you must cease using Vehicle Specs. Without limiting the provisions of Section 14.14 (Third-Party Materials) of the Agreement, Vehicle Specs are made available "AS IS" and Trimble is not responsible for Vehicle Specs (including as to their accuracy or completeness). As between Trimble and you, you assume all risk and liability regarding any use of the Vehicle Specs with the Software, including any results obtained using the Vehicle Specs.

7. **Personal Information; Data Protection.** If you are an entity, then this Section 7 shall apply.

- a) All applicable laws, rules, and regulations relating to the protection of privacy and data protection are referred to as "**Data Protection Legislation.**" "**Personal Information**" is defined as in the applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (i) provided by you or on your behalf, or (ii) automatically collected through the Software on your behalf. "**Applicable**", in this context, shall mean the Data Protection Legislation applicable to you at your principal place of business or to Trimble at Trimble's principal place of business, and such laws that you notify Trimble in writing of that apply to the parties.
- b) Both parties will comply with all applicable requirements of the Data Protection Legislation. This Section 7(b) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the applicable Data Protection Legislation.
- c) The parties acknowledge that: (i) if Trimble processes any Personal Information hereunder, it is on your behalf when performing its obligations under this Agreement, and (ii) the Personal Information may be transferred or stored, and/or accessed from outside of the country where your principal place of business is located in order to provide the Software and Trimble's other obligations under the Agreement.
- d) Without prejudice to the generality of Section 7(b), you will ensure that you have all necessary appropriate consents and notices in place (i) to enable lawful transfer of the personal information to Trimble for the duration and purposes of the Agreement and (ii) to enable Trimble to do so that Trimble may lawfully use, process and transfer the Personal Information in accordance with the Agreement on your behalf.
- e) If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at your request, you and Trimble will execute a mutually agreeable data processing addendum.
- f) If the processing of Personal Information by Trimble is subject to the California Consumer Privacy Act of 2018 (Title 1.81.5, 1798.100 et. seq.) ("**CCPA**"), then in addition, in connection with a verified request by a data subject pursuant to an exercise of rights under CCPA related to Personal Information, you agree and acknowledge that Trimble is your service provider, that you (and not Trimble) will respond to such request, and that if necessary in connection with such verified request, you will utilize the tools and information provided or made generally available by Trimble, such as Trimble's online portals or APIs and standard documentation regarding Trimble's products, software and services. To the extent such tools do not enable you to respond to a verified request, upon your request, Trimble will provide reasonable assistance with respect to Personal information in Trimble's systems that is required for your response to such request. You further agree that a consumer request to delete Personal Information will not require Trimble to delete Personal Information required to provide you with the Software, which includes any of Trimble's service provider(s) acting on Trimble's behalf to provide the Software; provided, however, that such service provider(s) do not have a separate right to sell or use your Personal Information other than as required for Trimble's business purposes.



## TRIMBLE PROTECTED PROTECTION PLAN TERMS AND CONDITIONS

1. **DEFINITIONS [AS USED HEREIN, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:]**
- 1.1. "Environmental Damage" means damage from dust, heat, humidity, and salt air, provided that the Product is being used in accordance with the operator's manual and specifications.
- 1.2. "Fix" or "Fixes" means an error correction or other update created to fix a previous Software version that does not substantially conform to its published specifications.
- 1.3. A "Major Upgrade" means when significant new features are added to Software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a significant new feature and a Major Upgrade.
- 1.4. A "Minor Update" means when enhancements are made to current features in Software.
- 1.5. "Preventive Maintenance" means adjustment and calibration.
- 1.6. "Protection Plan" means the Software protection plan or Hardware protection plans discussed in these terms and conditions, including any combination thereof.
- 1.7. "Protection Plan Certificate" means the document issued by Trimble and provided to the Customer by a Trimble authorized reseller listing those Products and Software for which You have purchased a Protection Plan.
- 1.8. "Products" means those Trimble hardware products (including Spectra-branded hardware products) listed on the Protection Plan Certificate.
- 1.9. "SITECH Dealer" means a Trimble authorized SITECH dealer in the United States of America, Canada or Japan.
- 1.10. "Software" means the computer software listed on the Protection Plan Certificate provided with the Products purchased by You (whether the software is built into hardware circuitry as firmware, embedded in flash memory, or stored on magnetic or other media), or provided as a stand-alone computer software product.
- 1.11. "Technical Support" means assistance provided over email, internet chat, remote diagnostic tools, or telephone by Trimble.
- 1.12. "Trimble" means Trimble Inc. and/or its affiliates.
- 1.13. "Wear and Tear" means damage from repetitive use resulting in equipment that does not function to specification, excluding cosmetic damage that does not affect the functioning of the Product.
- 1.14. "You" means the Purchaser or Company Name as set forth on the Protection Plan Certificate.

### 2. SOFTWARE PROTECTION PLAN

[APPLICABLE TO SOFTWARE PRODUCTS LISTED IN THE PROTECTION PLAN CERTIFICATE, IF ANY]

- 1.15. Software Protection Plan. During the Protection Plan period, You will be entitled to receive, at no additional charge, such Fixes and Minor Updates to the Software as Trimble may develop for general release, subject to the procedures for delivery to purchasers of Trimble products generally. If You have purchased the Products or this Protection Plan from an authorized Trimble reseller rather than from Trimble directly, Trimble may, in its sole discretion, forward the Fix or Minor Update to the Trimble distributor for final distribution to you. Major Upgrades, new products, or substantially new software releases, as identified by Trimble, are expressly excluded from this Software maintenance process.
- 2.1. Software Protection Plan Exclusions. Trimble will not be obligated to provide maintenance for any Software that
  - (a) has been altered or modified in any way without Trimble's authorization;
  - (b) has problems resulting from interaction with third party software or hardware not supported by Trimble; or
  - (c) has problems caused by misuse, or improper or inadequate, installation, maintenance or storage by You.

### 3. PRODUCT PROTECTION PLAN

[APPLICABLE TO PRODUCTS LISTED IN PROTECTION PLAN CERTIFICATE, IF ANY. CERTAIN PRODUCTS ARE SUBJECT TO ADDITIONAL COVERAGE

AND/ OR TERMS AND CONDITIONS. PLEASE REFER TO SECTION 8, SPECIAL TERMS AND CONDITIONS, BELOW].

- 3.1. Product Protection Plan. During the Product Protection Plan period specified in the Protection Plan Certificate, Trimble warrants that the Products will perform substantially in accordance with published specifications and be substantially free of defects in material and workmanship. Except as set forth in Section 3.2 below, this Protection Plan covers (a) damage from Wear and Tear; (b) Environmental Damage; and (c) power surge damage due to a surge in Trimble-manufactured power supplies.

Trimble will, at its option, either repair or replace Products that prove to be defective. You will pay all shipping charges for Products returned for warranty repair service. Trimble will pay all shipping charges for the return of Products to You. These are your sole remedies, and Trimble's sole liability, for any breach of this Protection Plan.

- 3.2. Product Protection Plan Exclusions. This Protection Plan only applies in the event and to the extent that (a) the Product is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with Trimble's applicable operator's manual and specifications, and (b) the Product is not modified, misused or abused. This Protection Plan shall not apply to, and Trimble shall not be responsible for, defects or performance problems resulting from (a) the combination or utilization of the Product with hardware or software products, information, data, systems, interfaces, or devices not made, supplied, or specified by Trimble (including any third party guidance or steering control hardware or software); (b) the operation of the Product under any specification other than, or in addition to, Trimble's standard specifications for its products; (c) the unauthorized installation, modification, or use of the Product; (d) damage caused by accident; (e) damage caused by lightning or other electrical discharge or power surge from non-Trimble power supplies (except as provided in Section 8.3 below); (f) fresh or salt water immersion or spray (outside of Product specifications), or exposure to environmental conditions for which the Product is not intended including damage caused by natural disaster or act of nature such as floods, fires, tornadoes, hurricanes, earthquakes or any other environmental act that can't be seen or prevented or other hazard outside of Trimble's control; or (g) cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Product.



#### 4. REPAIR/REPLACEMENT POLICY AND PROCEDURES; SOFTWARE SUPPORT

If You have purchased the Software or Products or this Protection Plan from a Trimble distributor and not from Trimble directly, You may either:

- (a) contact your Trimble distributor for repair assistance; or
- (b) return the defective Software and/or Products directly to the appropriate Trimble authorized service provider.

Trimble, or the Trimble authorized service provider, will repair the defective Software or Product and return it to you. Trimble, or the Trimble authorized service provider, reserves the right to use either new, or warranted as new, replacement parts to repair the defective Software or Product. All used parts shall become the property of Trimble.

#### 5. CONSUMERS

Products come with guarantees that cannot be excluded under the Australian Consumer Law. If You purchased the Product in Australia, You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. In addition, You are also entitled to have the Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure. This Protection Plan is in addition to any mandatory rights and remedies that You may have under the Australian Consumer Law.

#### 6. ADDITIONAL REQUIREMENTS

- 6.1. Your Product must be in good working condition to be eligible to have a Protection Plan attached to it. You must provide an accurate and valid serial number for each Product at the time of purchase of the Protection Plan.
- 6.2. Trimble reserves the right to refuse service or terminate this Protection Plan if You have provided false or misleading information during the purchase of this Protection Plan.
- 6.3. If your coverage under a Protection Plan or factory warranty has expired by 90 days or more, renewal of maintenance coverage under Protection Plan will require additional reinstatement charges.

#### 7. DISCLAIMER OF WARRANTY/ LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL TRIMBLE SOFTWARE, PRODUCTS AND DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BY EITHER TRIMBLE OR ANY OTHER PARTY INVOLVED IN THEIR CREATION, PRODUCTION, INSTALLATION, OR DISTRIBUTION. THE ABOVE WARRANTIES SHALL NOT APPLY TO, AND TRIMBLE SHALL NOT BE RESPONSIBLE FOR, PERFORMANCE PROBLEMS RESULTING FROM PURCHASER DATA. THE ENTIRE RISK, AS TO THE QUALITY AND PERFORMANCE OF THE TRIMBLE HARDWARE AND SOFTWARE PRODUCTS AND DOCUMENTATION, IS WITH YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

TRIMBLE IS NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF OPERATION OF GPS SATELLITES OR THE AVAILABILITY OF GPS SATELLITE SIGNALS. IN NO EVENT WILL TRIMBLE OR ANY OTHER PARTY INVOLVED IN CREATION, PRODUCTION, INSTALLATION OR DISTRIBUTION OF THE PRODUCTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER ANY CIRCUMSTANCE OR LEGAL THEORY RELATING IN ANY WAY TO THE PRODUCTS, AND ACCOMPANYING DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS AND REGARDLESS OF THE COURSE OF DEALING WHICH DEVELOPS OR HAS DEVELOPED BETWEEN YOU AND TRIMBLE.

**BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN ADDITION, IF YOU ARE A CONSUMER, YOU MAY HAVE ADDITIONAL RIGHTS UNDER APPLICABLE CONSUMER PROTECTION LAWS AGAINST US OR THE ENTITY OR PERSON FROM WHOM YOU ACQUIRED THE PRODUCTS OR THIS PROTECTION PLAN.**

#### 8. SPECIAL TERMS AND CONDITIONS

- 8.1. **TOTAL STATIONS AND SCANNERS.** If You purchased a total station or scanner Protection Plan that includes Preventive Maintenance, You will be entitled to one (1) adjustment and calibration service for the Product for each year in which the Protection Plan is purchased. The Preventive Maintenance must be performed during the term of your Protection Plan by a Trimble authorized service provider that is certified to perform such services or a Trimble Regional Service Center.
- 8.2. **SX10 and SX12.** Notwithstanding the provisions of Section 8.1, if your Product is an SX10 or an SX12 and You purchased a Protection Plan that includes preventive maintenance, You will be entitled only to one (1) adjustment and calibration service for the Product for each year in which the Protection Plan is purchased. The preventive maintenance service must be performed by a Trimble authorized service provider that is certified to perform such services or by a Trimble Regional Service Center.
- 8.3. **NETR9 and Alloy.** If your Product is a NETR9 or Alloy Receiver, except as set forth in Section 3.2 above, this Protection Plan covers damage from lightning or other electrical discharge, when used with properly installed surge suppression.
- 8.4. **RAPID REPLACE (AVAILABLE FOR AGRICULTURAL PRODUCTS ONLY).** If You purchased a Rapid Replace Plan from a third party other than Trimble, then during the term of such Rapid Replace Plan, if your Product does not conform to the warranty described in Section 3.1, You may contact your Trimble authorized reseller to arrange for a rapid replacement of your Product or accessory covered by such Rapid Replace Plan. Your authorized reseller will contact Trimble technical support to verify a non-conformity in your Product. The Trimble authorized reseller will replace the defective Product with (i) a new Product from such reseller's inventory, if available, or (ii) a Product ordered from Trimble, which will be shipped with expedited shipping. Your Trimble authorized reseller will be responsible for returning your original Product to Trimble and delivering the replacement Product to You. Your Trimble authorized reseller will be responsible for any necessary installation service for the replacement Product. All Products that are returned, and for which a replacement Product is provided, shall become the property of Trimble.
- 8.5. **Trimble Protected Premium/Spectra Geospatial Protected Premium.** If You purchased Trimble Protected Premium or Spectra Geospatial Protected Premium, your Protection Plan includes accidental damage coverage for your Products. Trimble will cover parts and labor costs to repair or replace (at Trimble's discretion) your Product with a new or refurbished Product when it experiences a failure caused by damage from drops, falls, or spills associated with the handling and use of your Product. Trimble will

replace your Product one time, at which time your Protection Plan is fulfilled and terminated. Accidental damage coverage begins at point of Protection Plan sale, runs concurrently with the Trimble factory warranty, and throughout the Protection Plan period. Accidental damage coverage does not provide protection against theft, loss, reckless, or abusive conduct associated with the handling and use of your Product, cosmetic damage and / or other damage that does not affect the functionality of your Product, damage from natural disaster, or damage caused during shipment between You and your distributor or a Trimble Service Center. If You purchased a Trimble Protected Premium or Spectra Geospatial Protected Premium protection plan bundle and all or part of your Products are replaced, only the hardware portion of your Protection Plan applicable to your Products terminates, and the portion applicable to the Software You purchased remains in full force and effect. You can relinquish your Trimble Access, SiteWorks, or Origin license and transfer it to a different Product to use until the expiration of your Trimble Protected Premium or Spectra Geospatial Protected Premium Protection Plan.

- 8.6. **PURCHASE OF EARTHWORKS ON MACHINE SYSTEM FROM SITECH DEALER. This Section 8.6 applies only if You purchased an Earthworks On Machine system and Trimble Protected Premium from a SITECH Dealer and supersedes Section 8.5.** Trimble will cover parts and labor costs to repair or replace (at Trimble's discretion) any Product within such Earthworks On Machine System (including any unserialized components such as cables and brackets) with a new or refurbished Product when it experiences a failure caused by damage from drops, falls, or spills associated with the handling and use of your Product as many times as are required until the expiration of your Protection Plan.

## 9. MISCELLANEOUS

- 9.1. **Not Insurance.** This Protection Plan is not an insurance policy. Notwithstanding the foregoing, in certain jurisdictions (excluding, however, the U.S., Canada, and Japan) the accidental damage coverage component of the Protection Plan may constitute insurance.
- 9.2. **Assignment & Transferability.** This Protection Plan may only be transferred (i) by Trimble to a new Product in the exercise of Trimble's replacement option under Section 3.1 or (ii) by you, in the event of sale or transfer of the Products to a new owner. Notification of the ownership transfer must be given to Trimble, and the new owner must register with Trimble. Trimble will not be required to provide services under this Protection Plan to any assignee or transferee who is not registered with Trimble.
- 9.3. **Entire Understanding; Modifications.** This Protection Plan sets forth the entire understanding of the parties regarding its subject matter, and completely supersedes and negates any other related prior or contemporaneous representations, understandings, or agreements. No change to this Protection Plan will be effective unless in writing and signed by Trimble.
- 9.4. **Governing Law; Jurisdiction and Venue.** This Protection Plan and any dispute, claim or controversy arising therefrom shall be governed by the laws of the applicable location set forth below, unless expressly prohibited by local law, in each case without reference to "conflict of laws" principles: If You have acquired the Products, Software, or Protection Plan in:
- (a) **The United States:** This Protection Plan shall be governed by and construed under Delaware law and applicable United States federal law, without reference to "conflict of laws" principles or provisions.
  - (b) **Canada:** This Protection Plan is governed by the laws of the Province of Ontario, Canada.
  - (c) **The rest of the world:** This Protection Plan shall be governed by and construed the laws of The Netherlands. Any claim or dispute hereunder shall be submitted to binding arbitration, to be held in Eindhoven, The Netherlands, under the arbitration rules of the United Nations Commission on International Trade Law ("UNCITRAL"). Any arbitration proceeding hereunder shall be conducted in English before a single arbitrator, selected in accordance with the rules of UNCITRAL. After each party has been afforded a reasonable opportunity to present written and testimonial evidence in support of its position in any such arbitration proceeding, the arbitrator shall issue his/her decision and award, which shall be in writing, stating the reasons therefore, and be final and binding upon the parties. Any arbitration award under this paragraph may be enforced in any court of competent jurisdiction.
  - (d) The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Notwithstanding the provisions of this paragraph, Trimble shall have the right to seek relief in any court of competent jurisdiction to obtain injunctive relief.

Contact Information:  
[U.S. purchasers only]  
Trimble Inc.  
10368 Westmoor Drive, Westminster, CO 80021  
Phone: 1-408-481-8000

[Rest of world]  
Trimble Europe B.V.  
Industrieweg 187a, 5683 CC Best The Netherlands  
Phone: +31 497 532 429

END OF TERMS AND CONDITIONS

Revised October 25, 2022



## **ADDENDUM TO SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT**

The City of Panama City Beach's (hereinafter the "City") purchase pursuant to the attached agreement is conditioned upon the Bidder, **DUNCAN-PARNELL, INC.**, and Third Party Software Provider, **TRIMBLE, INC.**, (collectively referred to herein as "Vendor") agreeing to the terms and conditions set forth herein. To the extent of any conflict with provisions in the Vendor's standard terms and conditions as set forth in Vendor's agreement, the provisions in this Addendum will prevail. Collectively, the attached agreement (including other terms or documents or information incorporated by reference) and this Addendum shall be referred to as "this Contract".

1. **SCOPE OF SERVICES.** Vendor shall provide software support and maintenance that is, at a minimum, consistent and in compliance with the Scope of Work/Specifications attached hereto as Exhibit "A" as present in the City's PCB24-14 ITB 3D Laser Scanning System. In the event that the Vendor's Agreement delivers terms or services above and beyond those required by Exhibit A, the Vendor's Agreement shall control. In the event that the Vendor's Agreement provides support or services less favorable to the City, Exhibit A shall control.

2. **PAYMENT.** The City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by the City shall be made in compliance with said Act. VENDOR agrees to invoice the City no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in the agreement. The City will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Panama City Beach, Finance Department, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

3. **NON-APPROPRIATION.** All funds for payment by the City under this Contract are subject to the availability of an annual appropriation for this purpose by the Panama City Beach City Council. In the event of non-appropriation of funds by the Panama City Beach City Council for the goods and/or services provided under this Contract, the City will terminate this Contract, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods and/or services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, Vendor on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and The City shall not be obligated under this Contract beyond the date of termination.

4. **TERMINATION.** All provisions in this Contract providing for payment by the City as liquidated damages or as a cancellation fee or based upon acceleration of fees, if any, are hereby deleted. Upon termination of this Contract, the Vendor shall pay the City a pro rata refund of payments made unless termination is based upon breach of the Contract by the City. All provisions that provide a security interest in property being purchased or owned by the City, if any, are hereby deleted. All provisions that authorize the Vendor to repossess property or take action outside of court proceedings in response to a The City breach of contract, if any, are hereby deleted.

5. **LIABILITY.** All provisions that require the City to assume liability or to indemnify, defend or hold harmless are hereby deleted. The City does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. Neither party shall be liable for any indirect, consequential, exemplary, special, incidental, reliance or punitive damages (including lost business, revenue,

profits or goodwill) arising in connection with this Contract.

6. **DISPUTES.** All provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) are hereby deleted. This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in Bay County, Florida. The statute of limitations set forth in the Laws of Florida shall apply. Each party shall bear its own attorneys' fees and costs.

7. **NOTICE.** In the event of breach or termination, in addition to notice provisions set forth in this Contract, a copy of notice to the City shall be provided to the City Manager, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

8. **ASSIGNMENT.** Vendor may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the City.

9. **ACCESSIBILITY.** Any information, records, data or documentation provided by the Vendor that is made available to the city or to the public shall be provided in a format compliant with ADA accessibility standards. For purposes of this requirement, ADA accessibility standards shall mean the world wide web consortium (w3c) wcag 2.1 AA accessibility guidelines.

10. **ENDORSEMENT.** All provisions that allow another to use the City's name in any advertising, endorsement or promotion are hereby deleted.

11. **ELECTRONIC SIGNATURES.** Unless waived by the City, this Contract shall not be executed via electronic signatures.

12. **PUBLIC RECORDS.** VENDOR understands and agrees that The City is a public entity subject to the Florida Public Records Law. All confidentiality provisions set forth in the contract are subject to disclosure pursuant to the Florida Public Records Law. VENDOR agrees to retain public records, and upon request by The City provide to The City those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat.. A request to inspect or copy public records relating to this Contract for Services must be made directly to the City and VENDOR shall not release a public record in response to a request arising from anyone other than the City. To the extent VENDOR is "acting on behalf of the City" VENDOR shall be subject to the following provisions:

(i) As required by §119.0701, Fla. Stat., VENDOR shall (1) Keep and maintain public records required by the City to perform the Services; (2) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the VENDOR does not transfer the records to the City; (4) Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the VENDOR or keep and maintain public records required by the City to perform the Service. If the VENDOR transfers all public records to the City upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(ii) The VENDOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by VENDOR. In the event of such breach, in addition to all other remedies available, VENDOR shall pay to The City all incidental and consequential damages arising from such breach, including

attorneys' fees and costs incurred by the City in defending a public records action as well as those assessed against the City in such public records action.

(iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the City. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the City's City Attorney's Office or the City Clerk's Office; provided that the VENDOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by VENDOR.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS: City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32901, Telephone: 850.233.5100, Email: [cityclerk@pcbfl.gov](mailto:cityclerk@pcbfl.gov).**

13. **E-VERIFY.** The Vendor understands that contracts with the City are subject to Florida Statutes, §448.095(2) and the Vendor agrees to comply with the requirements of said statute. The Vendor shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the City reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

IN WITNESS WHEREOF, the parties set forth above have set their hand and seal.

**The City:**

The City of Panama City Beach, a Florida municipal corporation

By:   
Drew Whitman  
As City Manager

Date: 1-31-24

**ATTEST:**

  
Lynne Fasone, City Clerk

**BIDDER, DUNCAN-PARNELL, INC.:**



By: Duncan-Parnell  
Name: Daniel Detwiler  
As Authorized Agent

Date: 01/18/2024

**SOFTWARE PROVIDER, TRIMBLE, INC.:**



By: Trimble Forensics  
Name: Keegan Kinney  
As Authorized Agent

Date: 01/18/2024

**SCOPE OF WORK/SPECIFICATIONS**

**GENERAL INFORMATION**

The purpose of this bid is to secure firm fixed pricing for the purchase of a 3D laser scanning system for the Panama City Beach Police Department. The system will be used to digitally capture and document scene geometry and details at crime scenes, traffic accidents and other field applications.

Each bidder shall become fully informed as to the extent of services required prior to submitting a bid. No consideration will be granted for any alleged misunderstanding of the specifications, and it is understood that the submission of a bid is an agreement with all the items and conditions referred to herein.

**SPECIFICATIONS**

The base system shall have the minimum required specifications:

- Self-calibrating system that can calibrate angles and distances without targets in under 30 seconds.
- Capable of in-field calibration report generation
- Rated accuracy of under 3 inches (arc seconds) across +/- 5 degrees of tilt
- Minimum of 300' scanning range at high resolution
- Technology must meet IP55 rating standards
- Rated operating temperature range of (0°F – 120°F)
- Total system weight under 20 lbs, including batteries
- 10 megapixel or higher resolution digital cameras
- Compatible with use of standard tripod hardware
- Dual-band WiFi (2.4GHz and 5GHz)
- Windows 10/11 compatible processing software
- Capable of automatic registration of multiple scans without targets
- Capable of field scan verification
- Capable of automatic labeling of individual scans
- Capable of an indoor scanning mode
- Capable of in-field annotations with text, photos, and other attachments
- Export capabilities for major formats (RCP, E57, PTX, LAS, etc.)
- Capable of in-field and office-based processing
- Provides alert notifications of scans with errors
- Minimum of 2-year full warranty on all components

System must include:

- Laser scanner unit
- Batteries and charger
- Transport case and backpack carrying straps
- Lightweight tripod
- All necessary cables, adapters, and accessories

## PCB24-14 ITB 3D LASER SCANNING SYSTEM

- 2-year minimum software support and updates

Bidder shall submit equipment specification sheets, warranty information and customer support/training information with bid proposal form.

### **Terms of Contract:**

- A. This is a lump sum bid purchase price for one 3D laser scanning system. The City will award a contract to the lowest responsive and responsible bidder.
- B. Payment will be made 30 days after satisfactory delivery and training of personnel on the product. The City shall determine the quality and acceptability of the product prior to payment. The City shall decide finally and conclusively any differences that may arise as to the interpretation of the specifications or the fulfillment of the terms of the Contract.
- C. This Agreement shall take effect on the executed date of award and extend through the time of delivery, satisfactory inspection and personnel training. The City may terminate this agreement at any time for cause and may terminate the agreement with or without cause by giving at least thirty (30) days prior written notice to the Bidder.
- D. Bidder shall be deemed an independent Contractor as to the product requested and not an agent or servant in the employ of the City.
- E. All Bids shall be firm and be valid for a period of sixty (60) days.

[END OF SCOPE OF WORK/SPECIFICATIONS]



**CITY OF PANAMA CITY BEACH**  
 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413  
**PCB24-14 - ITB - 3D Laser Scanning System**  
 Monday, November 27, 2023  
 9:30AM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	BID FORM	DRUG FREE WORKPLACE	PUBLIC ENTITY CRIMES	E-VERIFY	CONFLICT OF INTEREST	NON-COLLUSION	W9	WARRANTY INFO	REFERENCES	BASE BID PRICE	RESPONSIVE BID - Minimum Requirements Provided
1	Duncan-Parnell	11/16/23 @ 1:07PM	DemandStar	X	X	X	X	X	X	X	X	X	\$ 65,490.60	X
2	NOAR Technologies	11/22/23 @ 9:22AM	DemandStar	X	X	X	X	X	X	X	X	X	\$ 89,221.22	X
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														

*Bid tabulation is preliminary - bids are still reviewed for responsibility and are not finalized until awarded by City Council.*

Bid Opened at 9:30AM  
 Opening Concluded at 9:34AM