



June 25, 2019

FARO Technologies, Inc
250 Technology Park
Lake Mary, FL 32746
Tel: 407-333-9911
Fax: 407-333-4181

Iowa Department of Public Safety,

Attached is our bid for the 3D Laser Scanner for Iowa DCI Crime Lab RFP# RFP1219595011.

This bid is presented on the information provided to FARO Technologies, Inc. via the State of Iowa's Bid Opportunities. Please see all attachments, digital media, and signed documents per the request of the bid regulations.

Thank you for all consideration in this opportunity.

Respectfully,

Bret Cortright Jr.

Bret Cortright Jr.
Account Manager – Public Safety
FARO Technologies, Inc.
Bret.Cortright@faro.com
Cell: 913-558-1203

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EXECUTIVE SUMMARY

3.2.3.1: FARO has read, understands, and agrees with the terms and conditions of the RFP, including the Contract provisions in Section 6.

3.2.3.2: FARO will comply with the specifications of this RFP by fulfilling its obligation to the overall success of the Iowa DPS needs and outlined requests within this proposal.

3.2.3.3: As the world's most trusted source for 3D measurement, imaging and realization technology, FARO develops and markets computer-aided measurement and imaging devices and software. Technology from FARO permits high-precision 3D data capture, measurement, imaging and comparison. The devices are used for inspecting, planning and documenting spaces or structures in 3D including law enforcement, forensics, accident reconstruction, crime scene investigation, arson investigation, post blast investigation, fire and security pre-plans, bullet trajectory, bloodstain pattern analysis, and virtual reality.

With a wide variety of features, including range, image quality, and capture speed, the Focus Laser Scanners significantly reduce the time and increase the effectiveness of documenting, measuring, and analyzing forensic scenes. FARO Focus Laser Scanners deliver a unique combination of advantages including lightweight, affordability, and precision. Known for our commitment to service, FARO prides itself with having service and support personnel around the world with law enforcement expertise.

FARO's 3D Forensic Laser Scanning Solution is a fully integrated system designed specifically for Public Safety and Forensic applications. The solution integrates FARO's Focus Laser Scanner, certified Advanced Forensic Training program for crash, crime, fire, and security professionals, maintenance, warranty, SCENE point cloud optimization suite, and exclusive FARO Zone 3D software package with advanced forensic tools including Blood Stain Analysis, Bullet Trajectory, Fire, Explosion, and extensive Crash analysis tools such as Crush, Linear Momentum Analysis, Skid Analysis, Critical Speed Yaw, and Slope Calculator. Unique features include:

- Digital Signature - encrypted security to all raw scans by hashing data at the time of capture. Only FARO customers can show that their raw scan data has not been altered from the time the scans were captured.
- FARO Laser-HDR™ (patent pending) feature in SCENE 2018 improves on conventional multi-exposure HDR techniques by intelligently combining a laser scan image and a photograph through a proprietary FARO process.

With hundreds of thousands of units sold and customers around the globe, our products have been reliably measuring success throughout the world. Our forensic customers include the Department of Defense, federal governments, various intelligence organizations, the US military, and many state and municipal law enforcement agencies.

MANDATORY SPECIFICATIONS AND SCORED TECHNICAL SPECIFICATIONS

- 4.1.1 Class 1 laser scanning device with a field of view of 360 degree horizontal, and at least 300 degrees vertical. YES, our scanner conforms to this.
- 4.1.2 3D point accuracy of +/- 2.0 mm at 10 m or better. YES, our scanner conforms to this.
- 4.1.3 Maximum scanning range of at least 70 meters. YES, our scanner conforms to this.
- 4.1.4 On-board high dynamic range camera. YES, our scanner conforms to this.
- 4.1.5 Scanner control both on-board and via mobile device. YES, our scanner conforms to this.
- 4.1.6 Tripod for stable mounting of scanner. YES, our tripod conforms to this.
- 4.1.7 Weatherproof carrying cases for scanner, tripod, and other applicable accessories. YES, our scanner, tripod, accessories conform to this.
- 4.1.8 Factory calibration. YES, our scanner conforms to this.
- 4.1.9 Software for recording the scene and rendering images later. YES, our software conforms to this.
- 4.1.10 Computer for operation of laser scanner supplied by vendor with software pre-loaded and tested. Computer must be able to run all aspects of the supplied software for field acquisitions of data and rendering of initial scene images. YES, our computer conforms to this.
- 4.1.11 Initial setup on site at 2240 S. DMACC Blvd, Ankeny, Iowa. YES, FARO will conform to this.

ADDITIONAL SPECIFICATIONS

- 4.2.1.1: The scanner included in this RFP has user selectable resolutions.
- 4.2.1.2: The scanner included in this RFP has a range error of +/- 1mm.
- 4.2.1.3: The scanner included in this RFP has GNSS, compass, and relative height or altimeter.
- 4.2.1.4: The scanner included in this RFP is suited for indoor and outdoor use.
- 4.2.1.5: The scanner included in this RFP has an extended operating range temperature of -20 Degrees to -55 Degrees Celsius.
- 4.2.1.6: The scanner included in this RFP has a Ingress Protection 54 Rating.
- 4.2.1.7: The scanner included in this RFP comes with a NIST traceable device for performance checks.
- 4.2.1.8: The scanner included in this RFP has an option for re-calibration.
- 4.2.1.9: The scanner included in this RFP has an option for service contracts.
- 4.2.1.10: The scanner included in this RFP has an option for software maintenance.
- 4.2.1.11: The specifications for in-lab computer for advanced processing of data and rendering images useful for 3D reconstructions and measurements have been attached. Please see "In-Lab Computer Specifications" Attachment.
- 4.2.1.12: Viewing software, "Scene2go" is built into FARO SCENE software and can be shared with users in the criminal justice system.
- 4.2.1.13: Trajectory Rods included in this RFP is an option.
- 4.2.1.14: The scanner in this RFP has an option for Real time on-site registration.
- 4.2.1.15: The scanner in this RFP has an option for two battery packs with charging station.

TRAINING

4.2.2.1: After purchase of the FARO laser scanner, customers will have an on-site equipment setup. This will include the assigned Account Manager to arrive and verify all equipment has arrived and is operational. The assigned Account Manager will then go over basic operations of the equipment prior to the certification class (5 Day Forensic Training).

4.2.2.2: The technician will attend the 5-day forensic training for certification prior to deployment of the 3D laser scanner, unless your department policy dictates otherwise.

4.2.2.3: The firearms examiner can attend an online training in the use of trajectory analysis in the software, FARO Zone 3D Advanced. This online training is at your own pace or interactive with an instructor.

4.2.2.4: New crime scene technicians hired after initial deployment, specifically one or more years after the scanner is obtained by the State of Iowa, can purchase an additional 5-day forensic training at the site of the Iowa DPS, unless your department policy dictates otherwise for in-house training.

4.2.2.5: The 5-day forensic training is limited to 6 persons per purchase. The online training of FARO Zone 3D Advanced is unlimited on persons taking part in the training.

4.2.2.6: Please see attachment of 5-Day Forensic Training Outline.

SCANNER OPERATION AND USER INTERFACES

4.2.3.1: For scanner operations, the user will power on the scanner, create a case number or file with appropriate settings (parameters of resolution/quality). The user will then set the scanner in appropriate location and press start on the screen to activate scanning of the scene.

4.2.3.2: The user interface of the scanner, including screens that are required to be reviewed prior to scanning can be seen in the attachment, "Basic Scanner Setup".

4.2.3.3: The remote user interface are identical to the on-screen, only they will be viewed from a mobile device.

4.2.3.4: Please see attachment, "Overview of FARO Solution".

TECHNICAL SUPPORT

4.2.4.1: FARO offers technical support via telephone, email, and Support Portal. The Customer Support line is available 0800-1900 EST. Should there be a malfunction of the scanner, the user may contact FARO for troubleshooting. Based on warranty level, should the scanner need to be sent in a loaner scanner might be shipped to the user while theirs is being evaluated.

4.2.4.2: FARO Technologies, Inc recommends your scanner to be calibrated annually. This is usually a 7-10 day turn around time after being delivered to the facility in Exton, PA.

4.2.4.3: FARO offers continual training online via webinars. This can be for basic operations to advanced skills. Prior webinars included, basic SCENE operation, FARO Zone operation, Drone/Scanner point cloud merging.

ON SITE LICENSES AND NUMBERS OF USERS

4.2.5.1: The single user license included in this RFP will be assigned to a portable dongle. Should the Iowa DPS have multiple workstations with recommended operating systems, the license may be shared on multiple computers. The single user license will only be allowed to operate on one computer at a time. The same application goes for the FARO Zone 3D Advanced software.

4.2.5.2: The viewing software, "SCENE2GO" can be utilized on any computer via USB/CD that can view readable files of that such computer. Deliverables from the FARO Zone 3D Advanced software will need to be viewed from the workstation the license is applied to. The MP4 videos created by the FARO Zone 3D Advanced software may be viewed from any workstation without a user license.

REFERENCES

4.2.6:

Sgt. Jay Richards
Lenexa, KS Police Department
12500 W. 87th Street Pkwy
Lenexa, KS 66215
Jrichards@lenexa.com
913-952-7384

Sgt. Erich Lear
Linn County, IA Sheriff's Department
310 2nd Ave SW
Cedar Rapids, IA 52404
319-892-6100
Erich.lear@linncounty.org

Chief of Investigations, Wally Roberts
Office of the State Fire Marshal, Kansas
800 SW Jackson, Suite 104
Topeka, KS 66612
785-207-2195
Wally.Roberts@ks.gov

RESPONDENT BACKGROUND INFORMATION

3.2.5.1: NO

3.2.5.2:

FARO Technologies, Inc.
250 Technology Park
Lake Mary, FL 32746
Phone: 407-333-9911
Fax: 407-333-4181

3.2.5.3: Corporation

3.2.5.4: Florida

3.2.5.5:

FARO Technologies, Inc.
290 National Road
Exton, PA 1934
610-444-2300

3.2.5.6: Approximately 1,900

3.2.5.7: Manufacturer

3.2.5.8:

Bret Cortright
Account Manager – Public Safety
250 Technology Park
Lake Mary, FL 32746
Bret.Cortright@faro.com
Cell: 913-558-1203

3.2.5.9:

Bret Cortright
Account Manager – Public Safety
250 Technology Park
Lake Mary, FL 32746
Bret.Cortright@faro.com
Phone: 913-558-1203

3.2.5.10: None

3.2.5.11: Grant Thornton LLP

3.2.5.12: FARO will conform to this.

EXPERIENCE

3.2.6.1: 38 Years in business.

3.2.6.2: 38 Years

3.2.6.3: Engineers to PHDs with working knowledge of all aspects of the industry. Public Safety has former law enforcement officers with specialties in crash and crime scene investigations, to include expert witnesses.

3.2.6.4: FARO Technologies, Inc has sold similar goods (laser scanners, software, training, accessories) for forensic purposes to local, state, federal, and military agencies around the world, utilizing the same equipment being proposed in this bid.

TERMINATION, LITIGATION, DEBARMENT

3.2.7.1: No.

3.2.7.2: None.

3.2.7.3: None.

3.2.7.4: None.

3.2.7.5: Not applicable.

CRIMINAL HISTORY AND BACKGROUND INVESTIGATIONS

3.2.8: Persons involved in the performance of this contract will conform to this.

ACCEPTANCE OF TERMS AND CONDITIONS

3.2.9: FARO Technologies, Inc would like to submit a change in the following Terms and Conditions:

1.8.1 Indemnification by the Contractor – Please ask for customer to remove “indirectly” Also, would also replace “resulting from, or arising out of” with “caused by.” I also would only indemnify for suits by “3rd parties, which shall not include employees of Agency”

“The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the “Indemnified Parties”), from any and all direct damages in costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General’s Office, and the costs, expenses and attorneys’ fees of other counsel retained by the Indemnified Parties) suffered by a 3rd party caused by:”

1.12.1 Ownership – This is too broad.

“Contractor agrees that the State and Agency shall become the sole and exclusive owners of all Deliverables. Contractor owns all ownership in all Contractor intellectual property, and Agency shall not own or acquire any right, title or interest in any Contractor intellectual property. Contractor grants Agency a limited, non-exclusive, non-transferable license to use Contractor’s intellectual property and, for any software, in object code form only and with Deliverables in which such software is installed. Agency acknowledges and agrees that the Deliverables (including the software) contains trade secrets, and confidential and proprietary information. Agency shall not, in whole or in part, reproduce or duplicate (other than one (1) archival back-up copy for the software), alter, modify, disassemble, reverse assemble, decompile, reverse compile, reverse engineer, sell, transfer, assign, sublicense, lease, rent or use in connection services to others, in any manner the Deliverables (including software), in whole or in part, or permit access to or use thereof by any third-party. Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, and security interests.”

1.13.4 Warranty. This states we must repair or replace anything nonconforming within 5 days. This may not be feasible.

1.14 Acceptance Testing –This is fine other than Section 1.14.3. This requires VP business approval, though, as acceptance testing could take an unspecified period of time, delaying booking and billing.

CERTIFICATION LETTER

3.2.10: Certification Letter (Attachment #1) is signed and attached to this document.

AUTHORIZATION TO RELEASE INFORMATION

3.2.11: Authorization to Release Information (Attachment #2) is signed and attached in this document.

FIRM PROPOSAL TERMS

3.2.12: The goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the duration of this RFP indicated on the cover sheet per the request of the Iowa DPS.