

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FORENSIC MAPPING SOLUTIONS AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Forensic Mapping Solutions, ("Contractor"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, County desires that Contractor provide forensic mapping system for complete crime scene unit ("Services") as will be more specifically described in this Agreement; and

WHEREAS, Contractor represents that it is qualified and desires to perform such Services; and

WHEREAS, Contractor is the sole source provider of the Services as indicated by the letter attached hereto as Exhibit "II" and incorporated fully by reference; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** The term of the Agreement is effective as of the date the parties execute this agreement, and shall expire no later than one year after that execution date, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
2. **Scope of Services.** Subject to this Agreement, County shall purchase from Contractor a LEICA RTC360 Forensic Mapping System for complete crime scene unit as described in Exhibits I and II.
3. **Payment; Non-appropriation; Taxes.** County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: apauditor@fortbendcountytexas.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice

within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

4. **Limit of Appropriation.** Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Sixteen Thousand, Nine Hundred Forty and 00/100 dollars (\$116,940.00), specifically allocated to fully discharge any and all liabilities County may incur. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Sixteen Thousand, Nine Hundred Forty and 00/100 dollars (\$116,940.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
6. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
7. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
8. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which appear in this Agreement and the Exhibits.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
10. **Use of Customer Name.** Contractor may use County's name without County's prior written consent only in any of Contractor customer lists, any other use must be approved in advance by County.
11. **Performance Warranty.** Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession

practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

CONTRACTOR warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits.

12. **Conflict.** In the event there is a conflict between this Agreement and the Agreement, this Agreement controls to the extent of the conflict.
13. **Understanding, Fair Construction.** By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
14. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
15. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
16. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
17. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.
18. **Personnel.** Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor or agent of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to

providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services for the County, Contractor shall comply with, and ensure that all Contractor Personnel comply with, all rules, regulations and policies of County that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

19. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
20. **Confidential Information.** Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, CONTRACTOR shall advise County immediately in the event Contractor learns or has reason to believe

that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor possession which embody Confidential Information.

Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

21. Termination.

21.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

21.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

(a). If Contractor fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;

(b). If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

21.3. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 21.1 above.

- 21.4. Upon termination of this Agreement, County shall compensate Contractor in accordance with § 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.
- 21.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.
- 21.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 21.7. Upon termination of this Agreement for any reason, if Contractor has any property in its possession belonging to County, Contractor will account for the same, and dispose of it in the manner the County directs. Upon termination of this Agreement, the County will maintain records concerning this Agreement as required by law, including any applicable record retention laws.
22. **Independent Contractor.** In the performance of work or services hereunder, Contractor shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
23. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
24. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
25. **Dispute Resolution.**
- 25.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.

25.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.

25.3. Each party shall be responsible for its own costs associated with the mediation.

25.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

25.5. CONTRACTOR acknowledges that County is subject to the requirements of the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will comply with the provisions of the Open Meetings Act.

26. **Insurance.** Prior to commencement of the Services under this Agreement, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(a). Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

(b). Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(c). Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

(d). Professional Liability insurance with limits not less than \$1,000,000.

(e). Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss

with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:

- (1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.
- (2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
- (3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

Contractor or Contractor's subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County Contractor or Contractor's subcontractor's insurance will be kept in force until all service have been fully performed and accepted by County in writing. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Contractor.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, or faxed to the following County contact:

Name: Wyatt Scott, Director of Risk Management
Address: 301 Jackson St., Suite 224, Richmond, TX 77469
Facsimile Number: 281-341-3751

27. **Remote Access.** If Contractor requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Information Technology Director in writing, the below requirements must be met before Contractor is granted remote access to County Systems:

- (A). Contractor will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Information Technology Security Manager or the Assistant Information Technology Manager.
- (B). Contractor will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Contractor will not access County Systems via unauthorized methods.
- (C). Contractor's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
- (D). Remote access is restricted only to County Systems necessary for Contractor to provide Services to County pursuant to this Agreement.
- (E). Contractor will allow only its Workforce approved in advance by County to access County Systems. Contractor will promptly notify County whenever an individual member of Contractor's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Contractor will keep a log of access when its Workforce remotely accesses County Systems. Contractor will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of Contractor's Workforce is provided with remote access to County Systems, then Contractor's workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of Contractor to comply with this Section may result in Contractor and/or Contractor's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Contractor, is under the direct control of Contractor, whether or not they are paid by Contractor and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

28. Notices.

28.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

28.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department
Attn: Information Technology Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: Forensic Mapping Solutions
Attn: _____
766 Falmouth Road, Ste A8
Mashpee, Massachusetts 02649

28.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 28.1 and 28.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

28.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

28.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

{Execution Page Follows}

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:

Robyn Doughtie
Information Technology Office

FORENSIC MAPPING SOLUTIONS

Andrew S. Klane

Andrew S. Klane (Feb 27, 2023 09:44 EST)

Authorized Agent – Signature

Andrew S. Klane

Authorized Agent- Printed Name

CEO

Title

Feb 27, 2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit I: Contractor's Quote

Exhibit II: Sole Source Letter

Exhibit I

Forensic Mapping Solutions Inc.
 766 Falmouth Road Suite A-8
 Mashpee, MA 02649
 508-444-2188
 www.forensicmappingsolutions.com



QUOTE

ADDRESS

Ft. Bend County Sheriff's Office
 Crime Scene Unit
 1840 Richmond Parkway
 Richmond, TX 77469

SHIP TO

Ft. Bend County Sheriff's Office
 Crime Scene Unit
 1840 Richmond Parkway
 Richmond, TX 77469

QUOTE # 1891

DATE 02/16/2023
EXPIRATION DATE 03/18/2023

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
<u>FMS RTC360 LASER SCANNER PACKAGE</u>			
1	Leica RTC360 Laser Scanner 838300 - includes: Leica RTC360 QG, multil. 1 - 872515 Leica RTC360 USB Documentation Card - 874567 Leica Cyclone Field 360 Info Sheet - 874566 Leica Cyclone Field 360 Quick Plan Shipment FL - 955235	73,000.00	73,000.00
1	Calibration Certificate "Silver" for terrestrial laser scanners - issued by the manufacturer: Angle and Distance measurement. - 874800	0.00	0.00
1	RTC360 Laser Scanner CCP Silver - 1st Year Consists of 1 year Customer Support and 1 year Hardware & Software Maintenance. <i>Requires annual renewal, \$5,655 (incl ext. warranty)</i>	2,135.00	2,135.00
4	GEB364 Lithium Ion Battery 11.1V/7000mAh, chargeable - 954519	315.00	1,260.00
1	GKL341 Charger Pro 5000 799187 - Professional charger to charge up to 4x Li-Ion batteries GEB331 731440 - AC Power Cable US to charger for Rugby/Javelin	825.00	825.00
2	MS256 Industrial USB Stick 256GB capacity, USB 3.0 - 842065	1,210.00	2,420.00
1	Leica GAD122 Adapter 870985 Adapter to mount a RTC360 on top of a Leica tripod	115.00	115.00
1	GVP730 Container for RTC360 817063	385.00	385.00
1	Leica RTC360 Backpack GVP736 Backpack for RTC360 Laser Scanner - 865471	425.00	425.00
1	Leica Tripod for RTC360 GST80, Lightweight, Carbon - 842066	2,400.00	2,400.00
1	Reality Capture Subscription Base - 1 Year 5308150 Base product for Cyclone module subscriptions. <i>Requires annual renewal, \$60.</i>	60.00	60.00
1	Cyclone Register 360 Plus Option - 1 Year	2,450.00	2,450.00

Thank You For Your Business!

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
	5308159 Add on for Cyclone 1 yr subscription. <i>Requires annual renewal, \$4,400.</i>		
1	Cyclone Workflow Option - 1 Year 5308158 Add on for Cyclone 1 yr subscription. <i>Requires annual renewal, \$1,070.</i>	3,000.00	3,000.00
1	PSG Smart Plan Deluxe - 1 Year 6017433 includes: Unlimited Viewing Pre-Record Material - 5310237 - \$250 Unlimited Monthly Live Virtual Classroom for 6+ Person - 5311241 - \$4,750 Training Licensing - 5311242 - \$250 Virtual Online Training at learn.leicaaims.com - 5311245 - \$1,495 4 Days On-Site Training - 5311246 - \$7,000	13,745.00	13,745.00
<u>RTC360 CUSTOMER CARE PLAN (CCP) OPTIONS INCLUDING EXTENDED WARRANTY AND ANNUAL CALIBRATION</u>			
- RTC360 Silver CCP 1 Year Extension \$5,655 (annual maintenance after initial CCP expires)			
- RTC360 Silver CCP 2 Year \$7,130 (only available at initial purchase)			
- RTC360 Silver CCP 3 Year \$11,210 (only available at initial purchase)			
- RTC360 Silver CCP 5 Year \$20,000 (only available at initial purchase)			
<u>PERMANENT (OTP) SOFTWARE OPTIONS</u>			
- Register 360 Plus Permanent License \$9,750 (CCP required with initial license purchase, options below)			
- Register 360 Plus CCP 1 Year \$1,755, Or 3 Year \$4,550			
- Workflow License \$2,400 (CCP required with initial license purchase, options below)			
- Workflow CCP 1 Year \$435, Or 3 Year \$1,100			
1	FMS Tech Support Two years 24/7 phone tech support provided by Forensic Mapping Solutions, Inc. Support specialists are ACTAR accredited collision reconstructionists - NO CHARGE	0.00	0.00
1	Map360 Pro Bundle Includes 1 year CCP, valued at \$1,600. <i>Map360 Pro CCP requires annual renewal, \$1,600.</i>	7,995.00	7,995.00
1	FMS 3 Day On-Site Map360 Training Includes integration with RTC360 laser scanner. Instructor is an ACTAR accredited reconstructionist and IMS360 Certified.	7,500.00	7,500.00
1	Public Safety Discount FMS Training Discount	-1,000.00	-1,000.00
1	Map360 Self Directed Training - 1 Year Subscription Unlimited seats, 1 year access to 17 online Map360 self-paced training modules. Valued at \$495 per person.	0.00	0.00
SUBTOTAL			116,715.00
TAX			0.00
SHIPPING			225.00
TOTAL			\$116,940.00

Accepted By

Accepted Date

Exhibit II



766 Falmouth Rd Suite A-8 Mashpee, MA 02649 508-444-2188

February 16, 2023

Ft. Bend County Sheriff's Office
Crime Scene Unit
1840 Richmond Parkway
Richmond, TX 77469

RE: Sole Source Letter

Dear Ft. Bend County Sheriff's Office,

Forensic Mapping Solutions Inc. is the exclusive provider of the FMS RTC360 Laser Scanner Package. The FMS FMS RTC360 Laser Scanner Package is a "sole source" item and is available only from FMS Inc.

The FMS RTC360 Laser Scanner Package as sold includes the equipment, software, custom configuration, set up, commissioning, training and 24/7 technical support. It is sold as a complete solution and is proprietary to Forensic Mapping Solutions Inc.

Training is provided by a law enforcement (active or retired) ACTAR accredited collision reconstructionist. The FMS RTC360 Laser Scanner Package, associated training and technical support is not available for purchase through any other vendor.

Thank you for your interest in our products. Please contact our office with any questions at 508- 444-2188.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "A. Klane", written in a cursive style.

Andrew S. Klane
Managing Partner and CEO
Forensic Mapping Solutions Inc.



766 Falmouth Rd Suite A-8 Mashpee, MA 02649
508-444-2188

Company Profile

Forensic Mapping Solutions (FMS) is based in Mashpee, Massachusetts on Cape Cod, with its customer base located across the United States. FMS is owned and managed by Andrew and Joanne Klane. Andrew is a recently retired Lieutenant from the Massachusetts State Police. He completed 29 years of service, with the majority of his career specializing in the field of collision reconstruction and crime scene mapping. He retired as the Section Commander of the Collision Analysis and Reconstruction Section (C.A.R.S.). Joanne has over 25 years of sales and business management experience and believes in utilizing a customer centric approach to ensure that each customer's needs are understood and met, which insures a tailored solution. FMS believes this relationship building approach is key to a successful business.

FMS specializes in the discipline of aerial photogrammetry for public safety, specifically aerial forensic mapping of crash scenes, crime scenes and critical incidents. This is accomplished by the use of Unmanned Aircraft Systems (UAS) and highly specialized software (Pix4D) to create survey grade 3D reconstructions (point clouds) and georeferenced Ortho-mosaic images. These deliverables are then used to create 2D and 3D forensic maps in CAD software.

FMS provides sales of UAS equipment, software, survey equipment, such as RTK GPS solutions and PPK targeting, Leica HDS Scanners as well as all of the necessary peripherals for a complete Forensic Mapping package. FMS provides customized training in the use of UAS. In addition, FMS provides training in the use of several software packages including Pix4D, Leica Incident Mapping Suite MAP360 Leica Register 360 scanner software and Captivate data collection software, providing a "field to courtroom" solution.

In 2016, while employed with the Massachusetts State Police, Andrew was tasked with developing and implementing a UAS program for crash reconstruction. This was a daunting task as UAS technology and software applications for aerial mapping were relatively new to Public Safety. This program was successfully implemented and became a model for other agencies.

Since its inception in 2017, FMS has successfully implemented the use of aerial photogrammetry for crash reconstruction and crime scene investigation for numerous federal, state and local public safety agencies. FMS provides the equipment, software, training and continuing technical support and service, making FMS a "One Stop" solution from a subject matter expert.

FMS is an authorized reseller of Pix4D photogrammetry software, Leica Geosystems MAP 360, Register 360 and Captivate software. FMS is a public safety dealer for Leica Geosystems, DJI UAS, Autel Robotics UAS, and Dronesense flight management software to name a few.

Andrew is an authorized trainer for Pix4D and Leica Geosystems mapping software. He holds an accreditation from ACTAR in Collision Reconstruction. He is an FAA certified remote pilot.