

AN ORDINANCE 2008-12-11-1140

AUTHORIZING A CONTRACT WITH LEICA GEOSYSTEMS, INC. TO PROVIDE THE POLICE DEPARTMENT WITH A THREE DIMENSIONAL LASER SCANNING SYSTEM FOR A COST OF \$179,768.00.

* * * * *

WHEREAS, an offer was submitted by Leica Geosystems, Inc., using a Federal Supply Schedule contract of the United States General Services Administration ("GSA"), to provide the City of San Antonio Police Department with a three dimensional laser scanning system for a cost of \$179,768.00; and

WHEREAS, this purchase meets the requirements under Texas Local Government Code §271.103; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The offer submitted by Leica Geosystems, Inc, using the GSA Federal Supply Schedule contract, to provide the City of San Antonio Police Department with the purchase of a three dimensional laser scanning system for a total cost of \$179,768.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The contract and bid tabulation sheet are attached hereto and incorporated herein for all purposes as Exhibit I.

SECTION 2. Fund 2606520005 entitled "SHSP2007" and Internal Order 120000000051, are hereby designated for use in the accounting for the fiscal transaction in the acceptance of this bid.

SECTION 3. The sum of \$179,768.00 is hereby appropriated in the above designated fund and will be disbursed from GL 5304050 "Tools Apparatus & Accessories". Payment is authorized to Leica Geosystems, Inc. upon issuance of a Purchase Order and receipt of goods.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall take effect December 21, 2008.

PASSED AND APPROVED this 11th day of December, 2008.



M A Y O R

PHIL HARDBERGER

ATTEST:



City Clerk

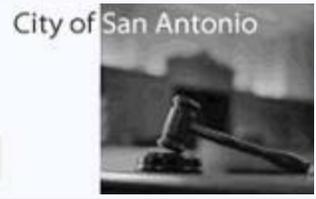
APPROVED AS TO FORM:



City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 12

Name:	8, 9, 11, 12, 13, 15, 18, 19, 21, 22, 23, 24, 25, 27, 28, 29, 30, 34, 35A, 35B, 35C, 35D, 35E, 36, 37, 38, 39, 41, 42, 46, 47
Date:	12/11/2008
Time:	05:03:36 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a contract with Leica Geosystems, Inc. to provide the Police Department with a three-dimensional laser scanning system for a cost of \$179,768.00. [Sharon De La Garza, Assistant City Manager; Janie Cantu, Director, Purchasing & General Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				x
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x			x	

Exhibit I

GENERAL SERVICES ADMINISTRATION
Federal Supply Service

AUTHORIZED FEDERAL SUPPLY SCHEDULE
PRICE LIST

SCIENTIFIC EQUIPMENT AND SERVICES
SCHEDULE #86

Leica Geosystems
5051 Peachtree Corners Circle
Suite 250
Norcross, GA 30092

Phone number: (770) 326-9500
Fax number: (770) 447-0710

Web Site: www.leica-geosystems.com

Contract No. **GS-07F-0069U**

CONTRACT PERIOD: November 01, 2007 through October 31, 2012

BUSINESS SIZE: Large Business

Prices Shown Herein are Net – Discounts Deducted

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: <http://www.qsaadvantage.gov>.

For more information on ordering from Federal Supply Schedules click on the <http://www.fss.gsa.gov>.

Leica Geosystems Inc.
5051 Peachtree Corners Circle
Norcross, GA 30092

Phone +1 770 326 9500
Fax +1 770 447 0710

www.leica-geosystems.us



Customer Information:

1a. Table of awarded special item numbers:

SIN	
66-613	Electronic Distance Measuring Equipment, Theodolites, Engineering and Surveying Level Instruments, Planimeters
66-614	Global Positioning Systems (GPS)

** Pricing Available on GSA Advantage!

1b. Lowest priced item:

1c. Labor Category Descriptions: Not Applicable

2. Maximum order:

SIN	Max. Order
All SINs	\$150,000

3. Minimum order: **None**

4. Geographic coverage: **Domestic**

5. Points of production:

**Leica Geosystems, Inc.
5051 Peachtree Corners Circle
Suite 250
Norcross, GA 30092**

6. Discount from list prices or statement of net price: **Prices shown are net.**

7. Quantity discounts: **None**

8. Prompt payment terms: **Net 30 Days**

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold. **Yes**

9b. Notification whether Government purchase cards are or not accepted above the micro-purchase threshold. **Are Not Accepted**

10. Foreign items: **Not Applicable**

11a. Time of delivery: **30 Days ARO**

11b. Expedited Delivery. **20 Days ARO**

**Leica Geosystems Inc.
5051 Peachtree Corners Circle
Norcross, GA 30092**

Phone +1 770 328 8500
Fax +1 770 447 0710.

www.leica-geosystems.us

- [REDACTED]
- [REDACTED]
- 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery. **To be negotiated with the ordering agency on each task order.**
 - 11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery. **To be negotiated with the ordering agency on each task order.**
 12. F.O.B. point: **Destination**
 13. Ordering address:
**Leica Geosystems, Inc.
5051 Peachtree Corners Circle
Suite 250
Norcross, GA 30092**
 - 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).
 14. Payment address:
**Leica Geosystems, Inc.
5051 Peachtree Corners Circle
Suite 250
Norcross, GA 30092**
 15. Warranty provision: **Commercial Terms (One year)**
 16. Export packing charges: **Not Applicable**
 17. Contractor will accept Government purchase cards above the micro purchase level
 18. Terms and Conditions applicable to rental, maintenance and repair: **Not Applicable**
 19. Terms and conditions for installation: **Not Applicable**
 20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). **Not Applicable**
 - 20a. Terms and conditions for any other services (if applicable) **Not Applicable**
 21. List of service and distribution points (if applicable). **Not Applicable**
 22. List of participating dealers (if applicable). **None**
 23. Preventive maintenance (if applicable). **Not Applicable**
 - 24a. Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants.
Not Applicable
 - 24b. Special attributes such as environmental attributes: **Not Applicable**
 25. Data Universal Number System (DUNS) number. **019590731 (CAGE: 35643)**
 26. Notification regarding registration in Central Contractor Registration (CCR) database.
Leica Geosystems, Inc. is registered with CCR currently valid through 7/10/2008

Leica Geosystems Inc.
5051 Peachtree Corners Circle
Norcross, GA 30092

Phone +1 770 326 9500
Fax +1 770 447 0710

www.leica-geosystems.us




Company Overview

Capturing, measuring, modeling and mapping spatial information in our three-dimensional world is critical in today's ever-changing environment. Whether it is for surveying, civil engineering, construction, mining and exploration, or transportation, Leica Geosystems solutions enable customers to complete their work with accuracy, precision, speed and maximum productivity.

With nearly 200 years of pioneering solutions to measure the world, Leica Geosystems instruments, software and systems are trusted by professionals throughout the Americas to help them capture, analyze and present spatial information.

With a tradition of leading-edge innovation, a focus on solving customers' problems, and a wealth of real-world application expertise, Leica Geosystems provides unique solutions to the geospatial industry.

Markets

- Surveying and Civil Engineering
- Building and Construction
- Excavating and Earth Moving
- Structural Monitoring
- Mining and Exploration
- Transportation
- Assets and Facilities Management
- Rail and Tunneling

Products

- Total Stations
- GPS Systems
- GPS Reference Networks and Software
- Machine Automation Systems
- Mining Solutions
- Digital and Optical Leveling
- Construction Lasers and Layout Tools
- High Definition Laser Scanners
- Aerial Photogrammetry
- Application Software

Service & Support

- Extensive network of Leica Geosystems certified service centers
- Technical training & support center
- Customer Care Program
- Network of local technical support
- Customized local training

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Surveying and Civil Engineering

Leica Geosystems provides measuring equipment and software for use in cadastral surveying, such as property boundaries, topographic surveys and land development, as well as for use in civil engineering projects, including building bridges, roads and other critical infrastructure.

Building and Construction

Even on the toughest jobsites, Leica Geosystems construction products enable workers in the construction, building, and surveying fields to measure with accuracy and ease. Whether you're constructing a highrise building, excavating for laying pipes or setting footings, or moving dirt for site preparation, Leica Geosystems construction tools and 3D machine automation systems are there to work hard and make you more productive.

Structural Monitoring

In today's environment, security, safety and structural integrity are critical issues facing those organizations entrusted to build and maintain the infrastructure and health of our bridges, dams, tunnels, elevated road systems, and highrise buildings. Leica Geosystems' solutions enable you to measure, model and analyze movements in real-time 24/7 and from remote locations via the internet. In addition to monitoring man-made structures, natural phenomenon such as earthquakes, volcanoes, landslips and crustal movement can also be measured with extreme accuracy.

Mining and Exploration

Above and below ground, mining activities involve the extraction of huge amounts of natural resources. This process requires precise measurements—for drilling, extraction, hauling, and processing—to maximize the mine's enormous investment. Leica Geosystems solutions provide measurements for the basis of planning and controlling mine operations in order to improve return on investment. Leica GPS systems are also heavily used in the seismic industry in the exploration for oil and gas resources.

Transportation Infrastructure

Precise measurements are required for the development and maintenance of every country's infrastructure of roads, bridges, rail systems and tunnels. Surveyors and engineers trust Leica Geosystems instruments and software to provide them with the highly accurate spatial information required to perform their precise work.

Assets and Facilities Management

Geographic spatial information is needed for the laying out and documenting of utility and communication lines, mapping municipal infrastructure, and providing location data for emergency response services. Leica Geosystems systems are used for surveying, remote sensing, mapping and GIS to ensure all the necessary positioning data for infrastructure and assets are contained and managed in a spatial database to support our growing populations.

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5051 Peachtree Corners Circle
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Search: all the words

Schedule Details

For general questions, contact:
JoAnn Stanley
 Phone: 817-574-2336
 E-mail: joann.stanley@gsa.gov



66 SCIENTIFIC EQUIPMENT AND SERVICES
 Geophysical and Environmental Analysis Equipment

Category Description

66 613 Electronic Distance Measuring Equipment, Theodolites, Engineering and Surveying Level Instruments, Planimeters
 Surveying equipment is used to accurately measure and record relative altitudes, angles and distances of points on, above or below land surfaces. The data obtained from this equipment can then be used to create maps or plots of a surface. Examples of such equipment are: Electronic distance measuring equipment, total stations, laser-leveling systems, theodolites and surveying levels. Includes directly related options and accessories. Examples include Electronic distance measuring instruments, Planimeters, Theodolites, Total stations (surveying), Engineering and surveying level instruments, and Surveying laser reference Instruments.

10 contractors

Display: All Socio-Economic Indicators
 Small Business
 SBA Certified Small Disadvantaged Business

Hold the 'Ctrl' key to select all that apply

Download all contractors for this Category (Excel)

Contractor		Contract #	Phone	(Sort by) City, State	Socio-Economic	Contract Terms & Conditions	View Catalog
ABR SURVEYING INC		GS-07F-0104T	(818)507-5758	GLENDALE ,CA	s		
HOLMAN'S INC.		GS-07F-9235S	(480)967-0032	ALBUQUERQUE ,NM	s/d		
IXSEA INC		GS-07F-6046P	(781)937-8800	WOBURN ,MA	o		
LASER TECHNOLOGY, INC		GS-07F-9617S	(303)649-1000	CENTENNIAL ,CO	s		
LEICA GEOSYSTEMS INC.		GS-07F-0069U	(770)326-9520	NORCROSS ,GA	o		
OPTECH INCORPORATED		GS-07F-5606R	(905)660-0808	VAUGHAN ,ON CANADA	s		
Q L ENTERPRISES INC		GS-07F-0383T	(678)957-1187	DULUTH ,GA	s		
SENSORS & SOFTWARE INC		GS-07F-5678P	(905)624-8909	MISSISSAUGA ,ON CANADA	s		
SYQWEST, INC.		GS-07F-0323T	(401)921-5170	WARWICK ,RI	s		
TRIMBLE NAVIGATION LIMITED		GS-07F-5588P	(937)245-5190	DAYTON ,OH	o		

**52.212-4 CONTRACT TERMS AND
CONDITIONS—COMMERCIAL ITEMS (FEB 2007)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii)

Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information. (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract. (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of

termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with

the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (i)(2)(i) of this clause, or fails to perform the agreement at paragraph (i)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

GSA Contracts Online

Search by schedule number

Contract Clauses For Schedule : 066 - Solicitation: 7FCB-C4-070066-B Refresh 1	
Clause Number	Clause Title
52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FEB 2007)
52.216-18	ORDERING (OCT 1995) (DEVIATION II - FEB 2007)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (AUG 2007)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.225-5	TRADE AGREEMENTS (NOV 2007)
52.232-17	INTEREST (JUN 1996)
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION 1 - MAY 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
52.233-1	DISPUTES (JUL 2002)
52.242-13	BANKRUPTCY (JUL 1995)
52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)
52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996)
552.211-77	PACKING LIST (FEB 1996)
552.211-78	COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)
552.212-71	CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)
552.212-72	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003)
552.215-70	EXAMINATION OF RECORDS BY GSA (FEB 1996)
552.215-71	EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)
552.215-72	PRICE ADJUSTMENT--FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)

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52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
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52.222-49	SERVICE CONTRACT ACT -- PLACE OF PERFORMANCE UNKNOWN (MAY 1989)
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552.228-70	WORKERS COMPENSATION LAWS (SEP 1999)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) (ALTERNATE IV - OCT 1997)
52.216-22	INDEFINITE QUANTITY (OCT 1995) (DEVIATION I - JAN 1994)
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52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007)
52.232-17	INTEREST (JUN 1996) (DEVIATION I - MAY 2003)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (DEVIATION I - FEB 2007)
52.232-36	PAYMENT BY THIRD PARTY (MAY 1999)
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR HOUR CONTRACTS (FEB 2007) (ALTERNATE I - FEB 2007)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)
52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION I - OCT 1984)

52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006)
552.211-82	NOTICE OF SHIPMENT (FEB 1996)
552.223-70	HAZARDOUS SUBSTANCES (MAY 1989)
552.223-71	NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8) (ALTERNATE I - MAY 2003)
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D-FSS-477	TRANSSHIPMENTS (APR 1984)
E-FSS-522	INSPECTION AT DESTINATION (MAR 1996)
F-FSS-202-F	DELIVERY PRICES (APR 1984)
F-FSS-772	CARLOAD SHIPMENTS (APR 1984)
G-FSS-906	VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (JAN 1999)
G-FSS-907	ORDER ACKNOWLEDGEMENT (APR 1984)
G-FSS-910	DELIVERIES BEYOND THE CONTRACTUAL PERIOD-PLACING OF ORDERS (OCT 1988)
I-FSS-60	PERFORMANCE INCENTIVES (APR 2000)
I-FSS-918	IMPREST FUNDS (PETTY CASH) (MAY 2000)
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007) (ALTERNATE II -- OCT 2001)
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2007)
552.216-70	ECONOMIC PRICE ADJUSTMENT -- FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I - SEP 1999) (DEVIATION I - APR 2007)

52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through Contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the ordering activity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

City of San Antonio Bid Tabulation

Opened: October 31, 2008			GSA
For: Three Dimensional Laser Scanning System			
08-085		CC	Leica Geosystems, Inc. 5051 Peachtree Corners Circle, Suite 250 Norcross, GA 30092 831-643-2972
Item	Description	Estimated Quantity	
1	Three Dimensional Laser Scanning System	1 each	
	Price Each		\$179,768.00
	Price Total		\$179,768.00
Estimated Total Award			\$179,768.00



CITY OF SAN ANTONIO
Request for Council Action

Agenda Item # 12
Council Meeting Date: 12/11/2008
RFCA Tracking No: R-4254

DEPARTMENT: Purchasing and General Services

DEPARTMENT HEAD: Janie Cantu

COUNCIL DISTRICT(S) IMPACTED:
City Wide

SUBJECT:
Three Dimensional (3D) Laser Scanning System

SUMMARY:

This ordinance authorizes a contract with Leica Geosystems, Inc., to provide the Police Department with the purchase of one (1) three dimensional (3D) laser scanning system for a total cost of \$179,768.00.

BACKGROUND INFORMATION:

Submitted for City Council consideration and action is the offer submitted by Leica Geosystems, Inc., to provide one 3D laser scanning system for use by the Police Department for a total cost of \$179,768.00, funded by the 2007 Department of Homeland Security Law Enforcement Terrorism Planning and Prevention Grant.

This purchase will provide the Police Department with a 3D laser scanning system to capture, collect and later analyze data after a crime scene incident. Using high-speed laser scanners, investigators can digitize the crime scene environment quickly and easily by making millions of highly accurate measurements which increases the accuracy of processing the scene. In addition, the 3D laser scanning system can capture a "point cloud" which can be viewed in 3D from any perspective and provide a visual archive of the scene. The department is not currently able to capture this type of data. This laser scanning system will also be used for pre-planning and preparedness of high risk targets.

ISSUE:

This contract will provide the Police Department with one 3D laser scanning system needed to capture, collect and later analyze data after a crime scene incident. The department currently does not have a system in place to capture this type of data. This purchase would give investigators the ability to apply laser scanning technology to post crime scenes investigations and will greatly increase the possibility of capturing

information that might have been overlooked. In addition, this technology minimizes the amount of time investigators are on scene which decreases their exposure to possible hazards.

This laser scanning system has been approved for purchase by the Texas State Administrative Agency and is 100% reimbursable utilizing funds from the 2007 Department of Homeland Security Law Enforcement Terrorism Planning and Prevention Grant.

This purchase is made through the GSA Advantage Program on Contract No. GS-07F-0069U. Competitive bidding is not required when the City purchases goods or services made available through a Federal supply schedule of the United States General Services Administration Texas Local Government Code § 271.103.

ALTERNATIVES:

Should this contract not be approved, the Police Department would not have the capability to digitally preserve the complete environment of a crime scene. Use of the 3D laser scanning system will decrease the amount of time investigators are needed at the scene to collect and capture data, thereby decreasing their exposure to possible hazards. The ability to capture the scene before and after an incident will allow investigators to obtain rapid results, allowing them to perform modeling, simulations and analysis.

FISCAL IMPACT:

This system has been approved for purchase by the Texas Administrative Agency and is 100% reimbursable utilizing the 2007 Department of Homeland Security Law Enforcement Terrorism Planning and Prevention Grant.

RECOMMENDATION:

Staff recommends the approval of this purchase with Leica Geosystems, Inc., to provide the San Antonio Police Department with a 3D laser scanning system for a total cost of \$179,768.00.

ATTACHMENT(S):

File Description	File Name
Bid Tab	08-085-CC.pdf
Contract	GSA Contract.pdf
Voting Results	
Ordinance/Supplement Documents	200812111140.pdf

DEPARTMENT HEAD AUTHORIZATIONS:

Janie B. Cantu Director Purchasing and General Services

APPROVED FOR COUNCIL CONSIDERATION:

Sharon De La Garza Assistant City Manager