



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Purchase Order

Order Date: 11-10-2022

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CPO 0803 0081 DOT2300000037 1	Procurement Folder:	1108432
Document Name:	Survey and Mapping Equipment (81230033)	Reason for Modification:	
Document Description:	Survey and Mapping Equipment (81230033)		
Procurement Type:	Central Purchase Order		
Buyer Name:	John W Estep		
Telephone:	304-558-2566		
Email:	john.w.estep@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000161611 PRECISION LASER & INSTRUMENT INC 504 OLD GOFF MOUNTAIN RD CROSS LANES WV 25313 US Vendor Contact Phone: 304-776-1831 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: John P Toomey Requestor Phone: 304-352-0540 Requestor Email: John.P.Toomey@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
INFORMATION TECHNOLOGY DIVISION DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV 25305 US	INFORMATION TECHNOLOGY DIVISION DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV 25305 US

11-15-22 BPR

Total Order Amount:

\$904,613.60

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <u>11-15-22</u> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <u>11-16-22</u> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <u>11-16-22</u> ELECTRONIC SIGNATURE ON FILE
--	---	--

11/16/2022

Extended Description:

The Vendor, Precision Laser & Instrument, agrees to enter with the West Virginia Department of Transportation (WVDOT), the West Virginia Division of Highways (WVDOH), into a contract for the one-time purchase of Survey and Mapping Equipment per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 10/26/2022 incorporated herein by reference and made apart hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	41114200	4.00000	EA	53222.400000	212889.60
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Trimble 1" SX12 Robotic Scanning TL Station Systems or Equal

Extended Description:

Trimble 1" SX12 Robotic Scanning Total Station Systems or Equal

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	41114200	4.00000	EA	11404.800000	45619.20
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Trimble Business Center Licenses or Equal, minimum 5 years

Extended Description:

Trimble Business Center Licenses or Equal for a minimum of Five (5) years

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	41114200	13.00000	EA	33589.600000	436664.80
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Trimble S5 Total Station Systems or Equal

Extended Description:

Trimble S5 Total Station Systems or Equal

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	41114200	17.00000	EA	12320.000000	209440.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Trimble TSC7 Data Controllers or Equal

Extended Description:

Trimble TSC7 Data Controllers or Equal

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☒ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☒ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract. [] **Pollution Insurance** in an amount of: _____ per

☐ occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ State of WV must be listed as additional insured on insurance certificate

☒ Certificate Holder should read as follows:
State of WV
1900 Kanawha Blvd E, Charleston, WV 25305

☐

☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

Revised 09/12/2022

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) MARK MCCORMICK OFFICE MGR.

(Address) 504 OLD GOFF MOUNTAIN RD. CROSS LAKES, WA 25313

(Phone Number) / (Fax Number) 304-545-2527 / 304-776-6790

(email address) JMM@LASERINST.COM

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

PRECISION LASER & INSTRUMENT
(Company)

(Signature of Authorized Representative)

MARK MCCORMICK OFFICE MGR. 10/25/22

(Printed Name and Title of Authorized Representative) (Date)

304-545-2527 304-776-6790

(Phone Number) (Fax Number)

JMM@LASERINST.COM

(Email Address)

REQUEST FOR QUOTATION

Scanning Robotic Total Stations, Robotic Total Stations, Data Collectors, and Components

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Transportation (WVDOT) to establish a contract for the one-time purchase of Scanning Robotic Total Stations, Robotic Total Stations, Data Collectors, and its related components.

WVDOT owns and operates, Trimble Access Software, Trimble 1" S6 Robotic / DR Plus / Active Tracking Total Stations, Trimble TSC3 Data Collectors, and Trimble R8 Model 3 GNSS Receivers. The product and its components should be compatible with the State's current owned Trimble equipment.

Prospective vendors will be required to attend a mandatory pre-bid meeting. This pre-bid meeting will be held in the Charleston, WV area.

2. **DEFINITIONS:** The terms listed below have the meanings assigned to them below.

- 2.1. "Contract Item" means components provided by a qualified manufacturer that is authorized to sell the equipment as more fully described by these specifications.
- 2.2. "CAD" means computer-aided design
- 2.3. "cm" means centimeter (unit of measurement)
- 2.4. "DR" means direct reflex (enables surveyors to accurately measure remote points without a physical target at each point)
- 2.5. "EDM" means electronic distance measurement
- 2.6. "FOV" means field of view
- 2.7. "FWHM" means full width at half maximum
- 2.8. "GNSS" means global navigation satellite system
- 2.9. "GPS" means global positioning system
- 2.10. "gon" means gradian (a unit of measurement of an angle)
- 2.11. "GHZ" means gigahertz (a unit of frequency equal to one billion hertz)
- 2.12. "Hz" means hertz (unit of frequency)

REQUEST FOR QUOTATION

Scanning Robotic Total Stations, Robotic Total Stations, Data Collectors, and Components

- 2.13. "IP" means ingress protection
 - 2.14. "m" means meter (unit of length in the metric system)
 - 2.15. "mgon" means 0.001 gon (unit of measurement of an angle)
 - 2.16. "mm" means millimeter or millimeters (unit of length in the metric system)
 - 2.17. "mrad" means milliradian (a unit for angular measurement)
 - 2.18. "nm" means nanometer (a unit of length in the metric system)
 - 2.19. "ppm" means parts per million
 - 2.20. "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.21. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.22. "WVDOT" means West Virginia Department of Transportation.
3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1. Vendor shall provide, upon request, attestation from Trimble showing its products and components is compatible with the State's current owned Trimble equipment.
4. **GENERAL REQUIREMENTS:**
- 4.1. **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 4.1.1. **Quantity of four (4) Trimble 1" SX12 Robotic Scanning Total Station Systems or Equal.** Vendor shall provide a product with the following minimum features:
 - 4.1.1.1. Have true dual axis compensation, and electronically correct (not just detect) any mis-leveling in both the horizontal and vertical planes. Accuracy of 0.5" (0.15 mgon), and Range of $\pm 5.4'$ (± 100 mgon)
 - 4.1.1.2. Integrated angle sensor electromagnetic direct drive for frictionless, fast operation
 - 4.1.1.3. Using a built in GPS in the controller, the instrument should use the GPS position at the robotic rod to search and acquire the target. Search Range: 360 degrees (400 gon) or defined horizontal and vertical search window. Solution

REQUEST FOR QUOTATION

Scanning Robotic Total Stations, Robotic Total Stations, Data Collectors, and Components

acquisition time: 15-30 seconds. Target re-acquisition time: 15-30 seconds.
Target re-acquisition time: <3 seconds. Range: Auto-lock & Robotic range limits

- 4.1.1.4. Have four cameras to be used for overview navigation, documentation and pointing of the scanning total station in robotic mode.
 - **Tele Camera:** High resolution (smallest FOV) used for high accuracy pointing shall be coaxial and calibrated.
 - **Overview and Primary cameras:** Both 8.1-megapixel cameras with different field of view to be used for overview, zooming and panorama capture. Cameras be calibrated and corrected for distortion in the office software.
 - **Plummet camera:** Have a plummet camera that is used for setup over known points and documentation of instrument setup.
 - **Plummet image capture:** The field software should allow for capture of the instrument setup point with annotations including Crosshair mark, Setup point number, description, height of instrument, atmospheric corrections, and time/date stamp.
- 4.1.1.5. **Dual radio:** Instrument should have dual radio options. Wi-Fi for short range/high bandwidth data and Integrated 2.4 GHz frequency-hopping, spread-spectrum radios to achieve longer range robotic operations
- 4.1.1.6. **Split Tribrach:** Have the centering ability using the optics on the tribrach or the plummet camera.
- 4.1.1.7. Require a minimum of physical 84x zoom from the widest field of view and digital zoom levels to achieve 1 pixel = 1" for the camera.
- 4.1.1.8. Have user definable exposure settings for full frame exposure and spot only exposure balancing.
- 4.1.1.9. A minimum class 1M EDM for distance measurements.
- 4.1.1.10. **Scanning:** A minimum of 26,000Hz at 600m range of a scanning sampling speed.
- 4.1.1.11. **Operating temperature:** -20°C to ±50°C (-4°F to ±122°F)
- 4.1.1.12. **Dust and water proofing:** IP55
- 4.1.1.13. **EDM (electronic distance measurement):**
 - Light source pulsed laser diode 1550nm
 - Laser class 1M
 - Beam divergence: 0.2mrad
 - Laser spot size at 100m (FWHM) 14mm @ 100m
 - Atmospheric correction: -130 ppm to 160 ppm continuously
- 4.1.1.14. **Distance measurement:**
 - Standard Prism: 1 mm + 1.5 ppm, Prism Tracking: 2 mm + 1.5 ppm
 - DR (Direct Reflex) reflector-less mode: standard DR 2 mm + 1.5 ppm

REQUEST FOR QUOTATION

Scanning Robotic Total Stations, Robotic Total Stations, Data Collectors, and Components

4.1.1.15. Measuring time:

- Prism mode: standard 1.6 seconds
- DR (direct reflex) mode: 1.2 seconds

4.1.1.16. Range:

- Prism mode (under standard clear conditions): 1 prism: 5500 m
- Shortest possible range: 1 m

4.1.1.17. Rotation speed be no less than 115 degrees per second. Speed to turn from face 1 to face 2 must be 2.6 seconds or faster.

4.1.1.18. Angle measurement – Sensor type: Absolute encoder with diametrical reading. Accuracy (Standard deviation based on DIN 18723): 1”

4.1.1.19. Endless fine adjustment

4.1.1.20. The handle when installed should not block the zenithal observations (0 degrees vertical readings)

4.1.1.21. Battery should be Li-ion composition and have built in power level indicator to allow operator to check remaining power level on the battery.

4.1.1.22. Have two sealed Hirose type ports, one for serial and USB communications and one for power. Tripod mounted power adaptor to utilize 3 batteries for continuous use of up to 6 hours.

4.1.1.23. Can automatically focus on a known distance.

4.1.1.24. Be able to auto-lock and automatically acquire the target when a signal is detected without having to perform any keystrokes on the data collector.

4.1.1.25. Require a minimum of 1” auto-lock pointing precision

4.1.1.26. Search time: (typical) 2-10 sec. When using Integrated Surveying and getting a survey grade GPS position, search and acquisition time should be a minimum of 2 seconds

4.1.1.27. Operate on a single battery in robotic mode for a minimum of 2.5 hours.

4.1.1.28. Robotic range with passive targets: 300-700 m

4.1.1.29. Work as an auto tracking robotic on person system.

4.1.1.30. Be capable of achieving DR measurements up to 800 m with accuracy of 2mm + 1.5 ppm to 90% KGC

4.1.1.31. Field controlling software: Be capable of displaying pointclouds over live imagery with the option to turn off specific scans, capable of displaying 3D view of pointclouds, capable of in field measurements from point clouds including inverse measurements, surface creation and volumes.

4.1.1.32. Laser Pointer: Have a Laser Class 1, capable of automatic or manual focusing and operate in low light, standard or extended range flashing modes.

4.1.1.33. Laser spot size shall be no larger than:

- 3mm +/- 1mm at 50m
- 6mm +/- 1mm at 100m
- 9mm +/- 1mm at 150m

REQUEST FOR QUOTATION

Scanning Robotic Total Stations, Robotic Total Stations, Data Collectors, and Components

4.1.1.34. Must include Accessories listed below:

- Quantity of four (4): 360 Prisms including height adapter to standard telescopic rod
- Quantity of four (4): carbon fiber telescoping prism poles that extends at least 2.6m
- Quantity of four (4): Supported dual battery chargers and cords
- Quantity of four (4): supported battery packs (8 batteries total)
- Quantity of four (4): quick-clamp Tripods that meets stability requirements of the instrument

4.1.2. Quantity of four (4) Trimble Business Center Licenses or Equal for a minimum of five (5) years. Vendor shall provide a software with the following minimum features:

- 4.1.2.1. Allow multiple users to access an advanced local network (network licenses)
- 4.1.2.2. Work with currently owned Trimble applications
- 4.1.2.3. Work with Trimble VISION™ data, create plan sets, process cadastral data, leverage full COGO + corridor routines
- 4.1.2.4. Include a Point Cloud Module
- 4.1.2.5. Register and colorize SX12 data or equivalent, and 3rd party point clouds
- 4.1.2.6. Produce CAD deliverables
- 4.1.2.7. Can utilize survey-grade data

4.1.3. Quantity of thirteen (13) Trimble S5 Total Station Systems or Equal. Vendor shall provide a product with the following minimum features:

- 4.1.3.1. Have an angle accuracy of at least 2"
- 4.1.3.2. Have true dual axis compensation, and electronically correct (not just detect) any mis-leveling in both the horizontal and vertical planes. Accuracy of 0.5" (0.15 mgon), and Range of ±5.4' (±100 mgon)
- 4.1.3.3. Integrated angle sensor electromagnetic direct drive for frictionless, fast operation
- 4.1.3.4. **Active/Passive target support:** Have the ability to track an active multitrack 360-degree prism that will not allow the instrument to track any other reflective surfaces or prisms while in this mode. Prism should support up to 8 channels to allow for the use of multiple Multitracks with no interference. Multitrack shall be powered by standard camcorder battery and have effective robotics range of 800m (2625'). Instrument shall also track any standard prisms in passive mode to allow for use of standard prisms for backsight checks and in case of power loss to Multitrack.
- 4.1.3.5. **GPS Search/GeoLock:** Using the built in GPS in the controller, the instrument shall use the GPS position at the robotic rod to search and acquire the target.

REQUEST FOR QUOTATION

Scanning Robotic Total Stations, Robotic Total Stations, Data Collectors, and Components

- Search Range: 360 degrees (400 gon) or defined horizontal and vertical search window.
 - Solution acquisition time: 15-30 seconds.
 - Target re-acquisition time: <3 seconds.
 - Range: Auto-lock & Robotic range limits
- 4.1.3.6. Type of Radio:** Integrated 2.4 GHz frequency-hopping, spread-spectrum radios
- 4.1.3.7. Equipment Tracking:** Be capable of real-time tracking and reporting that include instrument position, custom geo-fencing alerts and g-force threshold alerts. Have the ability to access this information from the internet as well as create custom geo-fence areas and set the g-force threshold levels.
- 4.1.3.8. Telescope:**
- Magnification: 30x
 - Aperture: 40mm (1.57 in).
 - Field of view at 100m (328'): 2.6m at 100m (8.5' at 328').
 - Shortest focusing distance: 1.5m (4.92')-infinity. Illuminated crosshair variable (10 steps)
 - Operating temperature: -20°C to +50°C (-4°F to 122°F)
 - Dust and water proofing: IP55
- 4.1.3.9. EDM (electronic distance measurement):**
- Light source pulsed laser-diode 905nm, Laser class 1
 - Laser pointer coaxial (standard) Laser class 2
 - Beam divergence: Horizontal 4cm/100m (0.13'/328'), Vertical 8cm/100m (0.26'/328')
 - Atmospheric correction: -130 ppm to 160 ppm continuously
- 4.1.3.10. Distance measurement Accuracy:**
- Prism mode: standard 2mm + 2ppm (0.0065' + 2ppm)
 - Tracking 4mm +2ppm (0.013' + 2ppm)
 - DR (Direct Reflex) reflectorless mode: standard 2mm + 2ppm (0.0065' + 2ppm)
- 4.1.3.11. Measuring time:**
- Prism mode: Standard 1.2 seconds, Tracking 0.4 seconds
 - DR (Direct Reflex) mode: Standard 1-5 sec, Tracking 0.4 sec
- 4.1.3.12. Range:**
- Prism mode: 1 prism: 2500m (8202'). 1 prism long range mode: 5500m (18,044') max range. Shortest possible range: 0.2m (0.65')
- 4.1.3.13. Rotation speed of at least 115 degrees per second. Minimum Speed to turn from face 1 to face 2 shall be 2.6 seconds or faster**
- 4.1.3.14. Angle measurement/Senor type:**
- Absolute encoder with diametrical reading
 - Accuracy (Standard deviation based on DIN 18723): 3" (1.0mgon)

REQUEST FOR QUOTATION

Scanning Robotic Total Stations, Robotic Total Stations, Data Collectors, and Components

- 4.1.3.15. Instrument power, focus, horizontal and vertical tangent, adjustments should be oriented on the right side of the instrument in face 1 for ergonomic operation. Endless fine adjustment.
- 4.1.3.16. The handle when installed should not block the zenithal observations (0 degrees vertical readings). Handle should be attached using screws rather than buttons for safe handling of instrument.
- 4.1.3.17. Battery should be Li-Ion composition and have built in power level indicator to allow operator to check remaining power level on the battery.
- 4.1.3.18. Have two sealed Hirose type ports, one serial and USB communications and one for power. Tripod mounted power adapter to utilize 3 batteries for continuous use of up to 18 hours. Should also come with a 5-slot smart charge to allow for the charging of 5 instrument and/or camcorder batteries.
- 4.1.3.19. Be capable of Bluetooth communications to the data collector.
- 4.1.3.20. Can automatically focus on a known distance.
- 4.1.3.21. Be able to autolock and automatically acquire the target when a signal is detected without having to perform a search or perform any keystrokes on the data collector. Using the Multitrack active tracking system, the tracking of erroneous reflective surfaces is eliminated even in this mode. Autolock pointing precision at 200m (656') (Standard deviation), Passive prisms <2mm (0.007'), Multitrack Target <2mm (0.007'), Shortest search distance 0.2m (0.65')
- 4.1.3.22. Search time (typical) 2-10 seconds. When using integrated Surveying and getting a survey grade GPS position, search and acquisition time is less than 2 seconds
- 4.1.3.23. Operate on a single battery in robotic mode for a minimum of 6 hours.
- 4.1.3.24. Robotic Range with active targets: 800m (2625')
- 4.1.3.25. Robotic range with passive targets: 500m-700m (1640'-2297')
- 4.1.3.26. Work as an auto-tracking/autolock two-person system as well as a robotic one-person system
- 4.1.3.27. The plummet should be optical and built into the instrument rather than the tribrach. Magnification/shortest focusing distance: .3x/0.5m-infinity (1.6'-infinity)
- 4.1.3.28. Be capable of achieving DR reflectorless measurements up to 2200m with accuracy of 10mm + 2ppm to 90% KGC
- 4.1.3.29. Shall include the Accessories listed below:
 - Quantity of thirteen (13): 360 Prisms including height adapter to standard telescopic rod
 - Quantity of thirteen (13): carbon fiber telescoping prism poles that extends at least 2.6m
 - Quantity of thirteen (13): Supported dual battery chargers and cords
 - Quantity of thirteen (13): supported battery packs (twenty-six (26) batteries in total)

REQUEST FOR QUOTATION

Scanning Robotic Total Stations, Robotic Total Stations, Data Collectors, and Components

- Quantity of thirteen (13): quick-clamp Tripods that meets the stability requirements of the instrument

4.1.4. Quantity of seventeen (17) Trimble TSC7 Data Controllers or Equal. Vendor shall provide a product with the following minimum features:

4.1.4.1. Operating System:

- The controller support Microsoft Windows 10 professional operating system, 64 bit or better.
- Use standard updating mechanisms
- Can install/update software from the Microsoft Store or supported Store.
- Be compatible with the State's current owned Trimble S6's, Trimble R8 model 3 GNSS receivers
- Trimble Access – General Survey; Perpetual License or equal for each
- Supported Radio Modules for each

4.1.4.2. Security: Have a TPM 2.0 (Trusted Platform Module)

4.1.4.3. Display:

- Minimum 7" display
- Multitouch with stylus, touch, and glove mode
- Display must work in rain and be sunlight readable. Have protective glass, a screen protector made of glass, be readable with polarized sunglasses, have an output of at least 800 nits, and be landscape format.

4.1.4.4. Environment:

- Certified for: operating temperature of -22°F to 140°F, storage temperature of -40°F to 158°F, dust ingress and water ingress protection, drop rating, humidity of at least 90%, vibration, altitude operation of at least 4,500', surviving temperature shocks between -22°F to 140°F and prolonged solar exposure.
- Compliant with environmental standards

4.1.4.5. Electrical:

- The processor should be a minimum of 64-bit quad core
- Batteries should be hot swappable, chargeable in the controller, LED gauge indicators, be fully charged under 3.5 hours, and at least 80% in 1.75 hours.
- Controller should have at least two batteries
- Power supply: 19V
- A full keypad
- Physical Fn-keys and 2nd Fn-keys.
- Speaker and noise cancelling microphone array.
- A 3.5 mm mini-jack.
- Serial RS232 DB-9 connector, USB 3.1 Gen 1 type host connector.
- Minimum of 4G capable modem (AT&T and Verizon certified).

REQUEST FOR QUOTATION

Scanning Robotic Total Stations, Robotic Total Stations, Data Collectors, and Components

- 802.11 a/b/g/ac/n (2.4 GHz ISM radio band) Wi-Fi.
- Bluetooth 2.1 + EDR, Bluetooth 4.1 or better.
- Rear camera with at least 8MP autofocus and front camera with at least 2MP fixed focus
- Integrated GNSS receiver supporting L1, GPS, GLONASS/BeiDou
- Have the following sensors: 3-axis accelerometer, magnetic sensor, ambient light sensor, proximity sensor
- The memory be expandable to at least 2TB

4.1.4.6. Must include Accessories listed below:

- External battery charging cradle and cords
- Pole mounts
- Shoulder bags
- Hand Straps

4.1.5. WARRANTY:

- 4.1.5.1.** The Instruments and Data Collectors must include at a minimum five (5) year manufacturer's warranty from the date of purchase with next business day replacement.
- 4.1.5.2.** Include lifetime firmware updates without the need of purchasing maintenance contracts.

4.1.6. Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. To receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation of and will be required prior to award. The use of brand name or equal specifications is for describing the minimum standard of quality and technical performance required and are not intended to limit or restrict competition.

- 4.1.6.1.** Additionally, if alternate 'or equal' products are proposed, the vendor must include as a part of their bid, all software, travel, hardware, and services needed to migrate from current WVDOT equipment and software. This migration must be done with no interruption to current operations within WVDOT and be totally completed within three (3) months of contract award.

4.1.7. TRAINING AND DISTRIBUTION:

- 4.1.7.1. Distribution:** The Vendor shall accept, store, and distribute all equipment to the State's ten (10) districts and statewide crews (eleven (11) sites) in coordination with Technical Support Division. The Vendor shall also provide Delivery and Training Courses explained below. Training and distribution

REQUEST FOR QUOTATION

Scanning Robotic Total Stations, Robotic Total Stations, Data Collectors, and Components

must be prepared for the eleven (11) separate sites. The distribution will be accomplished in conjunction with the training required in subsection 4.1.7.2. The Vendor will deliver the complete system equipment packages ready for operation with fully charged battery operation and all manuals. Coordination for the distribution and training will be provided by Technical Support Division of the Highway Department upon award of the contract.

- 4.1.7.2. Training:** If the bid is an alternate 'or equal', the Vendor shall establish training courses intended for instruction of personnel in the operation of supplied equipment. The Vendor shall provide such training for the supplied equipment. The courses shall be a minimum of two (2) 8-hour days of training for the equipment.

For an alternate 'or equal' bid to be accepted, the Vendor shall attach, with the bid, a training manual. The agenda should list the different topics to be covered with assigned times and hands-on sessions. The proposal should include a statement of the minimum qualifications and credentials for instructors who will provide the training. The training manual should be in addition to any equipment operation manuals.

- 4.1.7.3. Support:** The Vendor shall provide technical support for all supplied equipment and software at no cost to the Division for a period of 5 years. This support should insure direct connection to a support technician.

5. CONTRACT AWARD:

- 5.1. Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the pricing Pages.

- 5.2. Pricing Page:** Vendor should complete the Pricing Page by providing a total cost for the Equipment and related components.

5.2.1. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

5.2.2. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

6. ORDERING AND PAYMENT:

- 6.1. Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line

REQUEST FOR QUOTATION

Scanning Robotic Total Stations, Robotic Total Stations, Data Collectors, and Components

ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 6.2. Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7. DELIVERY AND RETURN:

- 7.1. Shipment and Delivery:** Vendor shall deliver Items as described in subsection 4.1.7.1. Vendor shall deliver the Contract Items within sixty (60) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered in coordination with – Attention: Jesse Bennett at 1334 Smith Street, Charleston, WV 25301.
- 7.2. Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
- 7.3. Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items as described in subsection 3.1.6.1.
- 7.4. Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either decide for the return within five (5) days of being notified that item(s) are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5. Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within thirty (30) days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. VENDOR DEFAULT:

- 8.1. The following shall be considered a Vendor default under this Contract.**
- 8.1.1.** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 8.1.2.** Failure to comply with other specifications and requirements contained herein.
 - 8.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 8.1.4.** Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION

Scanning Robotic Total Stations, Robotic Total Stations, Data Collectors, and Components

8.2. The following remedies shall be available to Agency upon default.

8.2.1. Immediate cancellation of the Contract

8.2.2. Immediate cancellation of one or more release orders issued under this Contract.

8.2.3. Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1. **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions in this Contract.

9.2. **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

10. **CONTRACT MANAGER:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his/her contact information below.

Contract Manager: Mark McCormick

Telephone Number: 304-545-2527

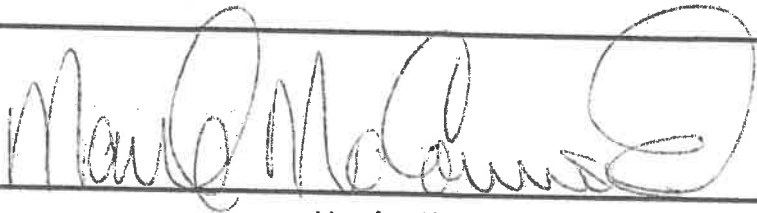
Fax Number: 304-776-6790

Email Address: jmm@laserinst.com

EXHIBIT A - PRICING PAGE

Scanning Robotic Total Stations, Robotic Total Stations, Data Collectors, and Components

Contract Item Number	Description	Quantity	Unit Cost	Extended Cost
4.1.1.	Trimble 1" SX12 Robotic Scanning Total Station Systems or Equal	4	\$53,222.40	\$212,889.60
4.1.2.	Trimble Business Center Licenses or Equal for a minimum of Five (5) years	4	\$11,404.80	\$45,619.20
4.1.3.	Trimble S5 Total Station Systems or Equal	13	\$33,589.60	\$436,664.80
4.1.4.	Trimble TSC7 Data Controllers or Equal	17	\$12,320.00	\$209,440.00
				\$904,613.60



Vendor Signature