



Leica Geosystems Inc.
5051 Peachtree Corners Circle
Suite 250
Norcross, GA 30092
Phone (770) 326-9500
Fax (770) 447-0710
www.leica-geosystems.com

RFQ No. 60120005
WV Purchasing Division
2019 Washington St E
PO Box 50130
Charleston, WV 25305-0130

August 2, 2012

Leica Geosystems Inc. would like to thank the West Virginia Division of Highways for the opportunity to participate in RFQ No. 60120005 for Survey Equipment Terrestrial Scanner.

Leica Geosystems Inc. intends to demonstrate through this Bid Proposal, that we are the worldwide leaders in Terrestrial Scanning Systems and Support, Maintenance and Training. We are confident that the contents of this Bid Proposal not only meet and exceed expectations but also show a strong commitment and a willing partner from Leica Geosystems to the West Virginia Department of Highways.

In support of its commitment to this proposal, Leica's scanning staff works successfully with a number of Departments of Transportations for Terrestrial Scanning, for example, New York DOT, Michigan DOT, Alabama DOT, Oregon DOT, Mississippi DOT, Virginia DOT, North Carolina DOT, South Carolina DOT, Pennsylvania DOT, Florida DOT, California DOT (to mention a few).

This information has been finalized by Josh Rayburn, HDS Regional Sales Manager for Leica Geosystems and felt to be complete. As the HDS Regional Sales Manager in the Southeast, Josh resides in West Virginia only 45 minutes South of Charleston, WV; thus allowing Josh to be very accessible to support the West Virginia Division of Highways with their Terrestrial Scanner. We appreciate the opportunity and look forward to the ability to deliver a Leica ScanStation C10 Terrestrial Scanner and all components per specifications.

Find attached a general requirements comment sheet in response to stating how the product meets or exceeds the minimum specifications and any alternative or deficiencies to the minimum specifications. A detailed quote showing each item in detail, plus hardware and software datasheets for additional reference are also attached.

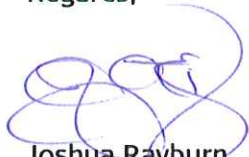
RECEIVED

2012 AUG -6 AM 9:29

Please let me know if you need any further information or have any questions. To verify this information please call me directly at 304.687.7600.

The enclosed information is printed on recycled paper with a minimum of post-consumer content of 30% and should easily be recyclable.

Regards,



Joshua Rayburn
HDS Sales Regional Manager
Leica Geosystems, Inc.
Email: josh.rayburn@leicaus.com
Tel: 304.687.7600
Fax: 304.205.0614

IMPORTANT

Please complete the information below and affix the label to the outside of your bid envelope. Thank you.

Scaled Bid Enclosed

RFQ Number: 60120005
Buyer: West Virginia State Purchasing Division, for the agency the West Virginia Division of Highways
Bid Opening Date: 08/08/2012
Bid Opening Time: 1:30 pm

Mail To:

WV PURCHASING DIVISION
2019 WASHINGTON ST E
PO BOX 50130
CHARLESTON WV 25305-0130



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

Solicitation

NUMBER
60120005

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

VENDOR

*812162043 ~~703-328-2991~~
 LEICA GEOSYSTEMS INC 304-687-7600
~~8014 STAPLES MILL RD~~
 5051 Peachtree Corners Circle Suite 250
~~RICHMOND VA 23228~~
 Norcross, GA 30092

SHIP TO

DEPARTMENT OF TRANSPORTATION
 DOH ENGINEERING DIVISION
 BUILDING 5, ROOM 650
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-0602

DATE PRINTED
07/26/2012

BID OPENING DATE: 08/08/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		305-78	\$148,796.00	\$148,796.00
SURVEY EQUIPMENT TERRESTRIAL SCANNER						
<p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH THE ONE TIME PURCHASE OF SURVEY EQUIPMENT TERRESTRIAL (GROUND) SCANNER PER THE ATTACHED SPECIFICATIONS.</p>						
***** THIS IS THE END OF RFQ 60120005 ***** TOTAL:						\$148,796.00

SIGNATURE	TELEPHONE 304-687-7600	DATE 08/02/2012
TITLE HDS Regional Manager	FEIN 16-1516976	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 08/06/2012

Submit Questions to: Alan Cummings
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304-558-3970
Email: Alan.W.Cummings@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID West Virginia State Purchasing Division, for the agency the West Virginia
 BUYER: Division of Highways
 SOLICITATION NO.: 60120005
 BID OPENING DATE: 08/08/2012
 BID OPENING TIME: 1:30 pm
 FAX NUMBER: 304-205-0614

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: 08/08/2012 - 1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" 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 successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "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: This Contract becomes effective on

and extends for a period of _____ year(s).

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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

One Time Purchase: The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed.
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 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.
6. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| | **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

| | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

| | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| | **Commercial General Liability Insurance:**
or more.

| | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- | | **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount N/A for N/A. 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.
- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. 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.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vre/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. 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 of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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

- b. 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.

53. 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 office 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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: _____

Contractor's License No. _____

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts will be governed by the AIA A101-2007 and A201-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor

- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007; *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:
 - a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1 2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Leica Geosystems, Inc

(Company)



(Authorized Signature)

Josh Rayburn, HDS Regional Manager

(Representative Name, Title)

304-687-7600

304-205-0614

(Phone Number)

(Fax Number)

08/02/2012

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 60120005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Leica Geosystems, Inc

Company



Authorized Signature

08/02/2012

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Survey Equipment Terrestrial Scanner Specifications

60120005

I. PURPOSE AND SCOPE:

The West Virginia Department of Highways is soliciting bids to establish a contract for the one time purchase of Survey Equipment Terrestrial (Ground) Scanner.

II. DEFINITIONS:

The terms listed below shall have the meanings assigned to them as follows:

1. "Bid Evaluation Page" means the page upon which Vendor should list its proposed price for Items in the manner requested thereon. {Attached}

III. GENERAL REQUIREMENTS

1. **Items and Mandatory Requirements:** Vendor shall provide Agency with the Items listed below. Items must meet or exceed the mandatory requirements as shown below.

1a. General

The vender shall to provide, with the bid, an itemized equipment list and product specification. The specification shall detail how the product meets or exceeds the minimum specifications of this specification. Any alternatives or deficiencies to the minimum requirements shall be stated. Failure to provide sufficient information to evaluate conformity with the requirements of the specification will be ground for rejection of the bid. The equipment supplied by the vendor shall be the most current model and/or version as of the date of this specification. The Vendor's bid shall meet the requirement of the sections below. The vendor will supply One(1) ground based Laser Scanner in accordance with Section a; One(1) External Digital Camera in accordance with Section b; All associated processing software in accordance to section C; training in accordance with section d; and a maintenance and warranty in accordance with section E.

a. Ground Based Laser Scanner

- i. The Ground based Laser Scanner / Imaging System shall incorporate a high speed resolution laser scanner with an incorporated external calibrated color digital camera for laser based imaging and 3D measurements supporting surveying and engineering applications. The systems must be portable and operate outdoors meeting IP64 dust and splash water resistance. The system shall support static data collection from a standard 5/8 x 11 thread surveying tripod. The system shall have

Survey Equipment Terrestrial Scanner Specifications

60120005

an established processing workflow to deliver geo-referenced laser point clouds in a variety of mapping coordinate projections. The Laser shall be IEC and ANSI Class 1 Eye safe in all operation with an Infrared Invisible Beam. The scanner field of view shall be 360 degrees horizontally and 100 degrees vertically. The laser shall have an integrated GPS receiver accommodate the precise mounting of the camera described in Section III. It shall be capable of static data collection using a standard surveying tripod with 5/8 x 11 threads with inclination sensors with a minimum accuracy of ± 0.008 degrees (1 sigma). The effective pulse rate shall exceed 100khz with a minimum effect range of 1,500 feet. The scanner shall have multiple operation modes to include high speed and long range modes and operate with a standard laptop with a Windows 7© operating system and include a user interface for standalone operation. The scanner should accommodate a 16 Bit Intensity Channel with calibrated intensity via Decibels resulting in range independent reflectivity. The minimum measurement range should be 350 feet to a 20% reflective target with a minimum accuracy of 0.02 feet (1 sigma) from 150 foot range. Collection of data shall be a minimum of 100,000 Points per second with the capability to measure multiple targets. The scanner shall fully support the digital camera make and model with the ability for future upgrade to a higher accuracy replacement.

Minimum Peripheral Equipment shall be all necessary connection, power and storage equipment to accompany the device including the following;

- Batteries and associated cables for power supply
- Battery charger
- Cables to support equipment configuration and or data output / download
- Any required adaptor(s) for tripod mounting
- Hard shipping case for scanner, camera, and peripheral equipment
- Operating and reference manuals
- Operating firmware installation discs and keys
- High Quality Fiberglass Tripod

b. Camera

- i. The digital color camera shall be a calibrated SLR camera with full frame CMOS chip capable of external mounting. It shall be a minimum of 10 megapixel camera, capable use with interchangeable lenses. The included lens should be a minimum of 20 mm and 85 mm fully calibrated. The camera shall have USB interface with an interchangeable

Survey Equipment Terrestrial Scanner Specifications

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memory media. The media file format must be of a standard form i.e. .jpg and must be accompanied by a documented camera/lens model with internal calibration parameters.

c. Software Specifications

i. The scanner software/firmware shall be PC Windows 7 Operating System compatible. It shall support review of data for completeness and Quality Control with visualization and analysis. The software shall support registration and alignment of point clouds collected from multiple laser instrument setups with the capability for determining position and distance measurements. The software should support transformation matrices to manage the coordinate systems of scanner, camera, survey control, GPS and project requirements with capturing and organizing the data from such devices. At a minimum the operations should include;

- Rotating the point cloud view
- Generating a geo-referenced point cloud in a variety of map coordinate systems
- Supports a generation of 3D ortho-photos
- Export data as in various formats including LAS and ASCII
- Archive Data
- Camera Calibration

d. Training

i. Training shall be conducted in Charleston WV to accompany delivery of equipment with a maximum audience of Ten (10). The bidder shall provide hands on training a real scenario of the Division's choice. The Training will be such to cover a complete scan with multiple set-ups integrating a variety of data sets and coordinate systems. All aspects of operation, software utilization, data acquisition, storage, conversion, installation and configuration shall be addressed. Training shall be completed within Thirty days from the contract award.

e. Warranty/Support

i. The Scanner and Camera shall be warranted from equipment malfunction or failure resulting in normal use to include all parts, shipping and labor for a period of Three (3) years. This term shall include three (3) annual factory maintenance and calibration services. The software/firmware shall be accompanied with three (3) years of support to include downloadable updates, e-mail and telephone technical support and any needed certificates/software licenses.

Survey Equipment Terrestrial Scanner Specifications

60120005

IV. CONTRACT AWARD

1. **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Items listed above. The Contract shall be awarded to the Vendor that provides Items meeting the required specifications for the lowest overall total cost.
2. **Bid Evaluation Page:** The successful bidder will be required to participate in a product evaluation prior to award and within ten (10) business days of notification by the Division Representative. This demonstration will be held in Charleston, WV at a predetermined site. The Vendor will be requested to demonstrate that the product meets this specification. Vendor should complete the Bid Evaluation Page in full as failure to complete the Bid Evaluation Page in its entirety may result in Vendor's bid being disqualified.

V. DELIVERY AND RETURN

1. **Shipment and Delivery:** Vendor shall deliver Items within 10 working days after receiving a purchase order or notice to proceed. Items must be delivered to agency at 1900 Kanawha Blvd E. Building 5, Room 663 Charleston, WV 25305.
2. **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency may be grounds for:
 - (a) Cancellation of the Contract, and
 - (b) Obtaining Items from a third party.
3. **Delivery Cost/Risk of Loss:** Vendor shall deliver Items F.O.B. destination to the Agency's location or locations identified above.
4. **Return of Unacceptable Items:** If the Agency deems Items to be unacceptable, Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items 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

Survey Equipment Terrestrial Scanner Specifications

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product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

Cost Sheet
RFQ#: 60120005

Item Number	Quantity	Unit of Measure	Description	Unit Price	Extended Amount
a	1	Each	Ground Based Laser Scanner	\$105,540.00	\$105,540.00
b	1	Each	Camera	\$3,196.00	\$3,196.00
c	1	Each	Software Specifications	\$6,720.00	\$6,720.00
d	1	Each	Training	\$9,200.00	\$9,200.00
e	1	Each	Warranty/ Support	\$24,140.00	\$24,140.00
			GRAND TOTAL		\$148,796.00

Provide Manufacturer's Make/Model for the following:

Ground Based Laser Scanner

Leica ScanStation C10

Camera

Canon EOS 60D

Rev. 07/12

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Leica Geosystems, Inc
 Date: 08/02/2012

Signed: 
 Title: HDS Regional Manager

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: LEICA GEOSYSTEMS INC

Authorized Signature: [Signature] Date: 08/03/2012

State of West Virginia

County of Logan, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of August, 2012.

My Commission expires 2-11, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]





Leica Geosystems Inc.
5051 Peachtree Corners Circle
Suite 250
Norcross, GA 30092
Phone (770) 326-9500
Fax (770) 447-0710
www.leica-geosystems.com

General Requirements Comments

All specifications and requirements being bid by Leica Geosystems Inc. meets the minimum specifications and requirements listed in Bid No. 60120005 under General Requirements. When the product exceeds minimum specifications or there is an alternative or deficiency to the minimum requirements it is stated below with explanation when necessary.

Section A – Ground Based Laser Scanner

All specifications and requirements met, except:

- Exceeds:
 - Field of view shall be 360 degrees horizontally and 100 degrees vertically.
 - C10 scanner exceeds this field of view offering 360 degrees horizontally and 270 degrees vertically. Allowing full dome data capture from bottom of tripod legs to complete overhead, minimizing setup requirements.
 - Inclination sensors with a minimum accuracy of +0.008 degrees (1 sigma)
 - C10 scanner includes Dual-Axis Compensation (DAC) with a setting accuracy of 1.5" seconds, resolution of 1" second (detects movements of 1" second from level) with a 5' minute dynamic range of tilt from horizontal. This provides a true way to detect gravity and correct for any tilt from horizontal during scan collection. Whereas inclination sensors provides a warning if tilt from horizontal changes. With DAC you can complete the same free station work flow as Inclination Sensors, plus true survey workflows that require DAC like traversing, resection, known backsight. Thus allowing fewer targets for georeferencing and higher accuracy georeferencing.
 - Scanner shall be able to be operated with a standard laptop with a Windows 7 operating system and include a user interface for standalone operation.
 - C10 scanner can be operated with a standard laptop with Windows 7, Windows Vista or Windows XP; both 32bit & 64bit
 - C10 scanner has a touchscreen full color user interface for standalone operation
 - C10 scanner can be controlled via WiFi from any device with a remote desktop application. Existing Survey Data Collectors, laptops, iPad, iPhone, iPod, droid devices, blackberry device, etc

- Minimum accuracy of 0.02 feet (1 sigma) from 150 foot range.
 - C10 scanner accuracy is 0.012 feet (1 sigma) from 150 foot range.
 - Batteries and associated cables for power supply
 - C10 scanner the batteries are housed on board, hot swappable and no cabling required.
 - Any required adaptor(s) for tripod mounting
 - C10 scanner uses a traditional survey tribrach for tripod mounting
- Alternative or Deficiency:
- IP64
 - C10 scanner is IP54. IP is the ingress protection rating. First number refers to the level of protection that the enclosure provides against access to hazardous parts and the ingress of solid foreign objects. Second number refers to the level of protection inside the enclosure against ingress of water. So the product meets the second number of 4, however not the first number of 6. When comparing the first number of 6 to 5 the following holds true; both offer complete protection against contact. 6 allows no ingress of dust where 5 the ingress of dust is not entirely prevented, but it can't enter in any sufficient quantity to interfere with the satisfactory operation of the equipment. IP64 or IP54 either is satisfactory or exceeds needs to complete Terrestrial Scanning in a DOT environment.
 - Laser shall be IEC and ANSI Class 1 Eye Safe in all operation with an Infrared Invisible Beam.
 - C10 scanner is Class 3R Visible. This laser is visible in low/no ambient lighting, but under ambient lighting of daytime hours the laser cannot be seen by motorist or pedestrians. Class 3R laser is considered safe if handled correctly.
 - Effective pulse rate shall exceed 100khz with a minimum effective range of 1,500 feet
 - C10 scanner has an effective pulse rate of 50khz.
 - C10 scanner has an effective range of 984 feet
 - Scanner shall have multiple operation mode to include high speed and long range
 - C10 scanner has a single mode for high speed throughout its entire range
 - Scanner should accommodate a 16 Bit Intensity Channel with calibrated intensity via Decibels resulting in range independent reflectivity.
 - C10 scanner collects intensity values for every recorded shot throughout its entire range.
 - Minimum measurement range should be 850 feet to a 20% reflective target
 - C10 scanner minimum measurement range to a 20% reflective target is 440 feet

- Collection of data shall be a minimum of 100,000 Points per second with the capability to measure multiple targets.
 - C10 scanner collects at 50,000 Points per second.
 - C10 scanner doesn't measure multiple targets (if regarding to first, middle, last and only similar to aerial Lidar)

Section B – Camera

All specifications and requirements met, except:

- Exceeds:
 - Minimum 10 megapixels external digital SLR camera
 - C10 scanner uses a 18 megapixel external digital SLR camera
 - This camera mentioned is an external digital SLR mounted on top of the scanner
 - Beyond the external digital SLR camera the C10 scanner also includes an internal 5 megapixel camera, which allows full digital imagery capture during inclement weather. Whereas the external digital camera's must be removed during rain/snow.

Section C – Software

All specifications and requirements met, except:

- Exceeds:
 - Scanner software/firmware shall be PC Windows 7 Operating System Compatible.
 - Software/firmware is PC Windows 7, Windows Vista and Windows XP Operating System Compatible on both 32bit and 64bit.
 - Export data in various formats including LAS and ASCII
 - Data exports in ASCII (XYZ, SVY, PTS, PTX, TXT, User Customized Formats), PTZ, PTG and E57
 - Data will not export in LAS, however it will export in E57. E57 is the recent standardized format in the industry from Terrestrial Scanning, Mobile Lidar and Aerial Lidar Data files.
 - All data export formats above allow data to be used in third party software.

Section D – Training

All specifications and requirements met.

Section E – Warranty

All specifications and requirements met, except:

- Exceeds:
 - Notes
 - Annual factory maintenance and calibration services are 100% completed within the US.
 - During times of maintenance, calibration or repairs an equal system will be provided to WVD0H for use during this time.



Leica Geosystems, Inc.
 5051 Peachtree Corners Circle, Suite 250
 Norcross, GA 30092
 Tel: 800 367-9453

Quote Number
 14044

Customer		Dates	
Company: State of WV Department of Admini	Address: 2019 Washington St East PO Box 50130	Quote Issued:	August 2, 2012
Contact: Purchasing Division	City: Charleston		
Email:	State: WV		
Phone: 304-558-2404	Zip: 25305-0130		
Fax:	Account:		

WVDOH C10 System, Camera, Software, Training & Warranty/Support

Part Number	Product Description	Quantity	Price	TOTAL
Ground Based Laser Scanner				
6003155	Leica ScanStation C10 Laser Scanning System 1 x HDSC10, Leica ScanStation C10 scanhead (767742) 1 x GVP645, ScanStation C10 transport container (769625) 1 x GDF121, Tribrach, pale green, no plummet (667304) 4 x GEB242, Battery int, LI-Ion 14.8V/5.8Ah (793975) 1 x GKL212, Basic charger (772785) 1 x AC/DC adapter for basic charger (772785) 1 x Daisy chain cable for basic charger (773059) 1 x Car-Adapter cable for basic charger (738242) 1 x GEV228, ScanStation C10 data cable (766567) 1 x GHM008, Scanner height meter (772829) 1 x GHT196, Distance holder for height meter (722045) 1 x Cleaning Cloth (771349) 1 x CD-ROM Cyclone (755609) 1 x ScanStation C10 User Manual (774311) 1 x Cyclone SCAN license for Scan-Laptop (760954) (Note: Please select a CCP component as next line in quote. A minimum of 1 year CCP Basic (6003159) is required with order.)	1	\$ 81,900.00	\$ 81,900.00
Peripheral Equipment				
733271	GKL221, Charger PRO. To be used with up to two charging adapters GDI221 or GDI222, Charger cable and	1	\$ 440.00	\$ 440.00
733323	GDI221, Adapter for GKL221 for charging 2 Li-Ion batteries GEB221, GEB211.	2	\$ 48.00	\$ 96.00
767802	GAD110 SmartAntenna Adapter to mount GS15 SmartAntenna on C10	1	\$ 620.00	\$ 620.00
771504	GS15 Professional, RTK (GPS L1/L2, GLONASS & Galileo) GNSS SmartAntenna. Geodetic 120 channel GNSS receiver.	1	\$ 16,432.00	\$ 16,432.00
781597	CS10 3.5G Field Controller. Ruggedized WinCE field controller with full VGA touch display, 1GB AND Flash memory, 512MB SDRAM, CF/SD card slot and 2MP camera. Includes Bluetooth, internal WLAN module, 3.5G GSM/UMTS module, numeric keypad, stylus.	1	\$ 2,800.00	\$ 2,800.00
767874	CBC01. Lemo Connector module with Power jack, Lemo (USB and Serial) and USB A Host for CS10 field controller	1	\$ 120.00	\$ 120.00
772806	GEB212, Lithium Ion battery, 7.4V / 2.6Ah, chargeable	1	\$ 104.00	\$ 104.00
767904	GVP643 Soft bag for CS10 field controller for transportation and protection against dirt. Including belt loop.	1	\$ 32.00	\$ 32.00
670238	Tripod - heavy duty surveying tripod	1	\$ 420.00	\$ 420.00
670220	Target - Tilt & Turn, 6" circular planar, 5/8" female threaded	4	\$ 284.00	\$ 1,136.00

670227	Fixed height target pole Pole with 5/8" male threaded post for 6" Tilt & Turn Targets	4	\$ 108.00	\$ 432.00
670223	Target tripod Thumb release tripod for twin-target pole and fixed height target pole	4	\$ 168.00	\$ 672.00
670224	Storage/Transport for Target Tripod & Fixed Height Pole	4	\$ 60.00	\$ 240.00
670225	Storage/Transport for 6" Tilt & Turn Targets (2 per case)	2	\$ 48.00	\$ 96.00
Camera				
6007495	Leica Ext. Camera Kit w/ Camera & Lens Package Includes the Following: 6007281 - Leica External Camera Kit which contains: Transport Box for Canon EOS 60D Camera (780900) Bracket for Canon EOS 60D Camera (795373) USB Cable for Canon EOS 60D Camera (795668) Cleaning Cloth (771349) 795153 - License for ext. camera option 670211 - 6" Adhesive backed target (pkg of 10) 670211 - 3" Adhesive backed target (pkg of 10) 8241323 - Cannon EOS 60D Camera (body only) 8241324 - Sigma Lens	1	\$ 3,196.00	\$ 3,196.00
Software				
760732	Cyclone - REGISTER software module. Single floating license. Does not include CCP contract.	1	\$ 6,720.00	\$ 6,720.00
Training				
5300122	On-Site Training 4-day (8 hours each) training at customer site. Maximum class size of 10.	1	\$ 9,200.00	\$ 9,200.00
Warranty/Support				
6003230	CCP Silver for ScanStation C10/C5 (3 Years component with new hardware purchase) For a single ScanStation C10 new hardware purchase. Includes: - Two additional years Extended Warranty --- Access to Leica HDS scanner support hotline; --- Firmware and Cyclone SCAN maintenance (updates of scanner firmware and Cyclone SCAN) --- Three Re-Calibrations; --- Three preventive maintenance services performed as part of a re-calibration or warranty service: includes function check, cleaning, lubrication, and loading of latest firmware.	1	\$ 21,080.00	\$ 21,080.00
6001227	CCP Basic for Cyclone REGISTER (3 years) - Technical Support: Access to software support hotline - Software maintenance: Includes all software updates	1	\$ 3,060.00	\$ 3,060.00

Sub Total:	\$ 148,796.00
Shipping:	\$ 0.00
Taxes:	\$ 0.00
TOTAL:	\$ 148,796.00

Local Sales Tax & Delivery Costs will be added to final invoice

Accepted By: _____

Date: _____

Signature: _____

Order Information

Leica Geosystems, Inc. Attn: Josh Rayburn
5051 Peachtree Corners Cir Tel: 304-687-7600
Norcross, GA 30092 Fax: 304-205-0614
Email: josh.rayburn@leicaus.com

Terms & Conditions

Offer subject to Leica Geosystems terms & conditions, available at:
https://portal.leicaus.com/US_GT-Cs_of_Sales.txt

Full Software License Agreement:

http://www.leica-geosystems.com/corporate/en/ndef/lgs_3295.htm

Full Standard Warranty:

http://www.leica-geosystems.com/corporate/en/support/lgs_3434.htm

Leica Cyclone REGISTER 7.4

Laser Scan Registration and Geo-Referencing

User control of registration network, including target weighting, etc.



QA diagnostics provide data on translations, vectors and deviation statistics

Views from two observation locations are used to match control network targets

For Leica-quality project results with complete statistical reports

Leica Cyclone REGISTER is the industry's most popular software for registering and geo-referencing laser scan data to a common coordinate system.

Accurate registration and geo-referencing is a must for successful High-Definition Survey™ projects. Cyclone REGISTER is the most rigorous, complete and productive software available for this important process.

Users can take advantage of registration options based on scan targets, scene features, overlapping point clouds, and/or survey data.

Cyclone REGISTER provides detailed statistics reports suitable for inclusion as project deliverables. Reports cover registration accuracy, error statistics and histograms for each target and/or cloud constraint.

Available automation features, friendly wizards and powerful algorithms provide unsurpassed office productivity, even for very large scan data sets.

Features and Benefits

- For use with Leica Geosystems and non-Leica Geosystems scanners
- Automatic target finding and fitting
- Easy geo-reference to survey or control data
- Complete in-office management and editing of traverse data
- Cloud-to-cloud registration standalone or with targets.
- Wizard-based controls
- Detailed statistics and histograms

- when it has to be **right**

Leica
Geosystems

Leica ScanStation C10

The All-in-One Laser Scanner for Any Application

See also
ScanStation
C10
brochure!



New platform represents the most capabilities and best value packed into a single instrument

Leica ScanStation C10: new standard for pulsed scanners

The industry's most popular class of laser scanner – ScanStation – is now in a compact, all-in-one ScanStation C10 platform: scanner, battery, controller, data storage, and video camera. In addition, ScanStation C10 also features major advances in productivity, versatility, and ease-of-use for as-built and topographic High-Definition Surveying™ (HDS™).

All-in-one scanner capabilities for higher value

ScanStation C10 gives users the advantage of high-accuracy, long range scanning plus the advantage of fast, full-dome interior scanning – all in one instrument. The key is the new Smart X-Mirror™ design that automatically spins or oscillates

the mirror for optimum productivity. Smart X-Mirror also automatically aligns the embedded, high-resolution video camera with the laser for fast targeting and fast, accurate texture mapping of scans.

Full field-of-view + traverse + high accuracy + excellent range = Versatility

ScanStation C10 includes the hallmark versatility features that have made the ScanStation class so popular. These capabilities let users take advantage of scanning for more applications and more sites, while minimizing field labor.

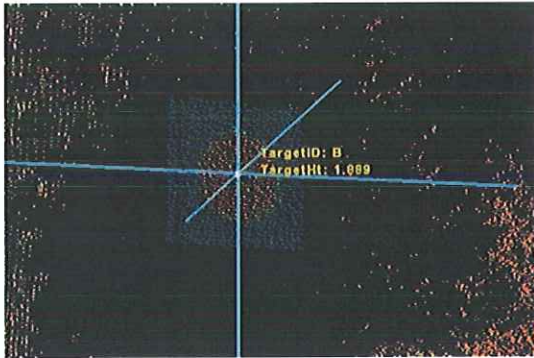
Easy to learn

ScanStation C10 includes surveyor-friendly, total station-like onboard graphic control, including the ability to view target scans in 3D. Users can also take advantage of laptop control for more comprehensive scan viewing.

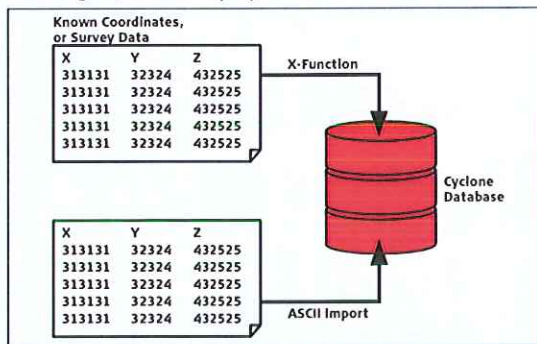
- when it has to be **right**

Leica
Geosystems

Leica Cyclone REGISTER 7.4



Interactive target acquiring algorithms are used to establish exact center points of targets for control from each observation location. Users define target names and heights; labels display these for ease of use.



Users can utilize Leica X-Function compatibility or standard ASCII importing methods to integrate external control data into their scan data registration. This offers a convenience and accuracy unmatched in the industry.

Automatic Target Finding, Fitting and Matching

The automated target finding wizard finds and extracts the exact center point of visible targets. Users review thumbnail views, verify and modify the fit. An automated matching method creates constraints between all setup positions, greatly enhancing the productivity of the entire registration process. This automated process can be used with hundreds of scan positions and thousands of targets. It is most useful with phase-based scanning in interior, industrial and congested urban settings where total collection ranges are restricted. Testing shows it reliably finds and fits more than 90% of the targets within the specified range and angle of incidence.

Manage Field Collected Traverse Data

For scanners with dual-axis level compensation, users can deploy standard survey traverse methods while scanning in the field. This collection method provides for automated registration. Cyclone REGISTER provides complete, in-office traverse management capability for managing, editing, and cleaning up field collected traverse data.

Powerful, Easy-to-Use Cloud Registration

Cyclone REGISTER's wizard based controls provide an easy to use method, ensuring the highest level of productivity and highest accuracy in the industry. Unique cloud-to-cloud constraints technology can be used standalone or in conjunction with targets to further optimize the overall registration.

Detailed Registration Diagnostics

Leica Cyclone REGISTER reports the overall accuracy of the registration. Detailed registration statistics include the error for each target constraint and the Root Mean Square (RMS) error and error histogram for each cloud constraint.

Leica Geosystems HDS Software Family

Cyclone REGISTER is part of a full software family for managing laser scan data. Check the web address below for additional information.

Leica Cyclone REGISTER 7.4 Specifications*		Hardware and System Requirements
Constraint management	Cyclone Object Database Technology: fast efficient point cloud mgt. Create cloud constraints from complete or partial point clouds	Minimum Specifications
Target management and registration	Target based; geo-referenced to survey control data; highly optimized, wizard driven cloud-to-cloud capability. Accurate results via bundle adjustment techniques Extract HDS Spherical, Planar and Black/White targets Automated overlap and target finding wizards Optimized target acquisition and registration workflows	Processor: 2 GHz Dual Core processor or better RAM: 2 GB (4 GB for Windows Vista or Windows7) Hard Disk: 40 GB Display: SVGA or OpenGL accelerated graphics card (with latest drivers) Operating system: Windows XP (SP2 or higher) (32 or 64), Microsoft Vista** or Windows7 (32 or 64) File System: NTFS
Diagnostics	Overall accuracy reports Target constraint error reporting Cloud constraint Root Mean Square (RMS) error and error histogram	Recommended Specifications
Traverse data mgt.	Office-side traverse content management Add, remove, edit targets, re-run traverse, etc.	Processor: 2.5 GHz Dual Quad Core i7 or higher RAM: 4 GB for 32 bit OS and 8 GB's or more 64 bit OS Hard Disk: 1 TB SATA Large project disk option: RAID 5, 7, or 10 with SSD drives Display: Nvidia GeForce250 or ATI 6850 or better, with at least 1 GB memory Operating system: Microsoft Windows7 64 bit File System: NTFS
Import	Data from CAD via COE (Cyclone Object Exchange) Control data from ASCII formats & X-Function DBX	
Export	Point data in standard formats: XYZ, PTS, PTX, DXF, X-Function DBX, Land XML, etc. Point data in special formats: PTG, PTZ, ZFS, TOPO pci & cwf Image and model data: COE, BMP, JPEG, TIFF	

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* Reference the Leica Cyclone 7.4 Technical Specifications document for a complete listing of product specifications.

** Some systems may not support Windows Vista's Desktop Windows Manager (DWM) with Leica Cyclone and must be operated in Windows Classic Look.

Leica ScanStation C10

Product Specifications

General	
Instrument type	Compact, pulsed, dual-axis compensated, very high speed laser scanner, with survey-grade accuracy, range, and field-of-view; integrated camera and laser plummet
User interface	Onboard control, notebook or tablet PC
Data storage	Integrated hard drive or external PC
Camera	Auto-adjusting, integrated high-resolution digital camera with zoom video

System Performance	
Accuracy of single measurement	
Position*	6 mm
Distance*	4 mm
Angle (horizontal/vertical)	60 µrad / 60 µrad (12" / 12")
Modeled surface precision**/noise	2 mm
Target acquisition***	2 mm std. deviation
Dual-axis compensator	Selectable on/off, resolution 1", dynamic range +/- 5', accuracy 1.5"

Laser Scanning System	
Type	Pulsed; proprietary microchip
Color	Green, wavelength = 532 nm
Laser Class	3R (IEC 60825-1)
Range	300 m @ 90%; 134 m @ 18% albedo (minimum range 0.1 m)
Scan rate	Up to 50,000 points/sec, maximum instantaneous rate
Scan resolution	
Spot size	From 0 – 50 m: 4.5 mm (FWHM-based); 7 mm (Gaussian-based)
Point spacing	Fully selectable horizontal and vertical; < 1 mm minimum spacing, through full range; single point dwell capacity
Field-of-View	
Horizontal	360° (maximum)
Vertical	270° (maximum)
Aiming/Sighting	Parallax-free, integrated zoom video
Scanning Optics	Vertically rotating mirror on horizontally rotating base; Smart X-Mirror™ automatically spins or oscillates for minimum scan time
Data storage capacity	80 GB (onboard hard disk)
Communications	Dynamic Internet Protocol (IP) Address, Ethernet
Integrated color digital camera with zoom video	Single 17° x 17° image: 1920 x 1920 pixels (4 megapixels) Full 360° x 270° dome: 230 images; streaming video with zoom; auto-adjusts to ambient lighting
Onboard display	Touchscreen control with stylus, full color graphic display, QVGA (320 x 240 pixels)
Level indicator	External bubble, electronic bubble in onboard control and Cyclone software
Data transfer	Ethernet or USB 2.0 device
Laser plummet	Laser class: 2 (IEC 60825-1) Centering accuracy: 1.5 mm @ 1.5 m Laser dot diameter: 2.5 mm @ 1.5 m Selectable ON/OFF

Electrical	
Power supply	15 V DC, 90 – 260 V AC
Power Consumption	< 50 W avg.
Battery Type	Internal: Li-Ion; External: Li-Ion
Power Ports	Internal: 2, External: 1 (simultaneous use, hot swappable)
Duration	Internal: >3.5 h (2 batteries), External: >6 h (room temp)

Environmental	
Operating temp.	0° C to 40° C / 32° F to 104° F
Storage temp.	-25° C to +65° C / -13° F to 149° F
Lighting	Fully operational between bright sunlight and complete darkness
Humidity	Non-condensing
Dust/humidity	IP54 (IEC 60529)

Physical	
Scanner	
Dimensions (D x W x H)	238 mm x 358 mm x 395 mm / 9.4" x 14.1" x 15.6"
Weight	13 kg / 28.7 lbs, nominal (w/o batteries)
Battery (internal)	
Dimensions (D x W x H)	40 mm x 72 mm x 77 mm / 1.6" x 2.8" x 3.0"
Weight	0.4 kg / 0.9 lbs
Battery (external)	
Dimensions (D x W x H)	95 mm x 248 mm x 60 mm / 3.7" x 9.8" x 2.4"
Weight	1.9 kg / 4.2 lbs
AC Power Supply	
Dimensions (D x W x H)	85 mm x 170 mm x 41 mm / 3.4" x 6.7" x 1.6"
Weight	0.9 kg / 1.9 lbs

Standard Accessories Included	
Scanner transport case	
Tribrach (Leica Professional Series)	
4x Internal batteries	
Battery charger/AC power cable, Car adapter, Daisy chain cable	
Data cable	
Height meter and distance holder for height meter	
Cleaning kit	
Cyclone™ SCAN software	
1 year CCP Basic support agreement	

Additional Accessories	
HDS scan targets and target accessories	
Service agreement for Leica ScanStation C10	
Extended warranty for Leica ScanStation C10	
External battery with charging station, AC power supply and power cable	
Professional charger for internal batteries	
AC power supply for scanner	
Tripod, tripod star, rolling base	

Notebook PC for scanning with Cyclone software Δ	
Component	required (minimum)
Processor	1.7 GHz Pentium M or higher
RAM	1 GB (2 GB for Windows Vista)
Network card	Ethernet
Display	SVGA or OpenGL accelerated graphics card (with latest drivers)
Operating system	Windows XP Professional (SP2 or higher) (32 or 64) Windows Vista (32 or 64)

Control Options	
Full color touch screen for onboard scan control	
Leica Cyclone SCAN software for laptop PC	
(see Leica Cyclone SCAN data sheet for full list of features)	

Ordering Information	
Contact Leica Geosystems or authorized representatives	

All specifications are subject to change without notice.
All ± accuracy specifications are one sigma unless otherwise noted.

* At 1 m – 50 m range, one sigma

** Subject to modeling methodology for modeled surface

*** Algorithmic fit to planar HDS targets

Δ Minimum requirements for modeling operations are different. Refer to Cyclone data sheet specifications

Laser class 3R in accordance with IEC 60825-1 resp. EN 60825-1

Laser class 2 in accordance with IEC 60825-1 resp. EN 60825-1

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Leica ScanStation C10

Versatility, Productivity, Value

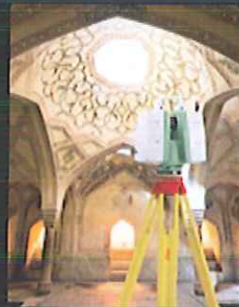
Many organizations interested in laser scanning – to diversify and/or improve current business – have been waiting for a scanner with greater versatility, a lower cost of ownership, and even higher productivity for as-built and topographic surveys. Your wait is over.

The “All-in-One” ScanStation C10 delivers a faster payback for your investment in High-Definition Surveying™ (HDS™) at many levels:

- All critical components in one, portable survey instrument: full field-of-view, high-speed, high-accuracy, long range scanner; rich, graphic controller; powerful camera/video; data storage; hot-swap battery; tilt compensator, and more.
- All-in-One versatility in applications and sites where scanning is profitable.
- One-stop-shopping via the industry's leading vendor: the most comprehensive scanning software, scanner selection, and customer support.

Next Generation of the Most Popular Laser Scanner

No one has packed more laser scanning capability and value into a single unit.



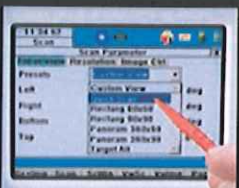
Unprecedented Versatility

- Compact, full dome, accurate, excellent range - take advantage of scanning on more sites for more applications
- Use targets, traverse, resection or free-station registration and “geo-referencing” methods as site logistics dictate
- Even faster scanning makes HDS cost effective for more projects: exteriors and interiors, short and long range
- Onboard or PC control
- GPS and prism options



Major Productivity Advances

- Up to 10x faster full dome scans: now, just minutes
- Several times faster area scans
- Move, setup and tear-down faster
- Locate targets easier and faster
- Register and geo-reference faster
- Check scan results in the field easier
- Up to 90% field labor savings vs traditional methods



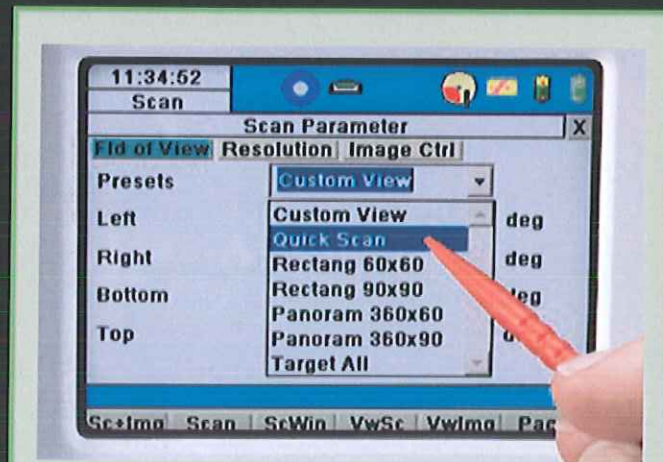
Valuable Cost Savings

- Reduced ownership cost
- Platform designed for incremental upgradeability
- Easy-to-learn, total station-like interface
- Cable-less, with reduced accessory and maintenance costs
- Reduced site re-visits



Leica ScanStation C10

All-in-One



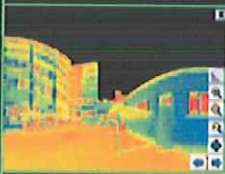
Familiar, Total Station-like Interface

Leica ScanStation C10 supports standard field workflows with a rich, familiar total station interface. Easy to learn touch screen operation.



Integrated real-time streaming video with zoom

Fast, accurate selection of scene and targets to be scanned



Onboard controller and color, graphic display

Convenient control and on-site QA, including onboard review of scans



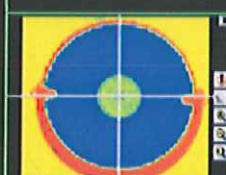
High-resolution digital image display

Auto-adjusting, internal, high resolution digital camera for "photo-realistic" color mapping of point clouds



Graphical icons make learning the instrument easy

Leica firmware makes onboard management fast and efficient for instrument setup, operation and monitoring with rigorous field QA



3D viewing of target scans

Helps ensure Leica Geosystems-quality registration and georeferencing



Integrated data storage

Avoids the need for a laptop or separate handheld device; easy data transfer via USB or Ethernet interface



Integrated battery

Hot-swappable, standard total station battery



Compatibility with standard surveying equipment

Attach handles with Leica GPS SmartAntenna or prism holder, or use without handle for unobstructed overhead scans



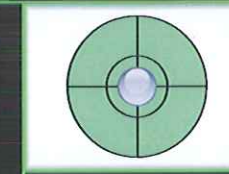
Smart X-Mirror™ design

The mirror automatically spins for fast 360° and full dome scans and oscillates for efficient, targeted scans



Very-high speed, low noise pulsed laser

Reduces field time while providing excellent range and survey-grade accuracy for each point



Integrated, dual-axis level compensator

For convenient survey-grade traversing and resection, plus tighter registration



Laser plummet and tribrach mount

Standard procedures make ScanStation C10 easy to use

Leica ScanStation C10

One Scanner for Any Application

Reap all of the benefits of High-Definition Surveying™ (HDS™) for more as-built, topographic and mapping surveys.

Benefits

- Lower cost
- Faster
- More accurate & complete
- Safer
- Less intrusive
- More informative

Applications

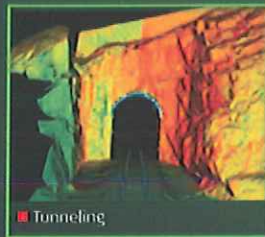
- Design & engineering
- Construction & fabrication QA
- Asset management & archive
- Forensics & security planning
- Marketing proposals
- Research & education



■ Crash analysis



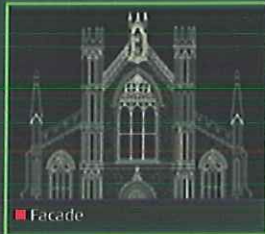
■ Engineering



■ Tunneling



■ Fast, accurate quantities



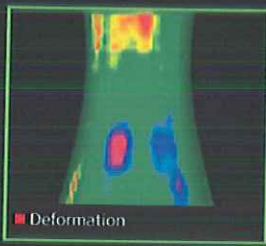
■ Facade



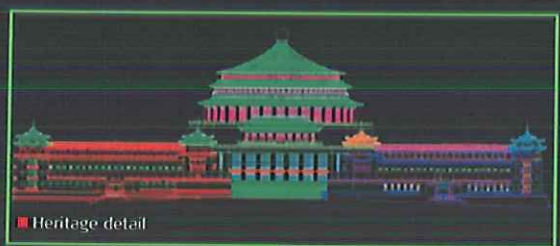
■ Rail



■ Efficient topos



■ Deformation



■ Heritage detail



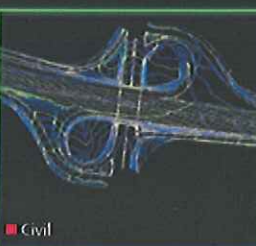
■ Digital simulation



■ Accurate clearances



■ Better retrofit



■ Civil



■ Construction

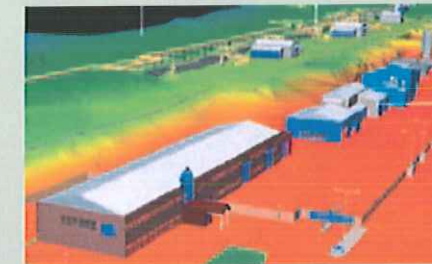
Leica Geosystems

The All-in-One Vendor

Organizations that enter into laser scanning need more than just hardware. You also need software, training and support, and at some point you may even want more than one type

of laser scanner. For meeting your complete needs in High-Definition Surveying, no organization measures up to Leica Geosystems – the acknowledged industry leader.

Software: Comprehensive, Powerful, Versatile



Leica Cyclone & Cyclone II

This comprehensive, industry-standard suite includes powerful, stand alone modules for scanning, registration & geo-referencing, viewing, modeling & data management, and creating a wide range of deliverables & QA reports.



Leica CloudWorx

This popular suite of affordable CAD plug-ins makes it easy to learn and work efficiently with rich scan data directly in leading CAD applications for civil/survey, architectural, and plant projects.



More Software

Leica Geosystems also offers specialized scanning software solutions to meet the full range of user needs. These include free, web-based view/measure/markup software (Leica TruView); forensic mapping; mining; and efficient 3D meshing.

Worldclass Training and Support

From on-site and factory-based classroom and field training to a global network of experienced HDS support specialists, no organization can help you succeed in High-Definition Surveying better than Leica Geosystems.

Moreover, Leica Geosystems actively cultivates an HDS user community network that supports each other – through idea exchange, training, backup hardware and backup staff.

The user network includes a world-wide HDS user group conference and many local HDS user group meetings, where Leica staff and experienced users share their latest insights.

Active Customer Care

Working with the best maintained equipment and most up-to-date firmware and software ensures the best results for your business. That's what Leica Geosystems Customer Care Packages (CCP) offer. They protect your initial investment and keep your tools up-to-date for additional gains.

