



SEALED BID

BUYER: STATE OF WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
SOLICITATION NO.: 60120005
BID OPENING DATE: AUGUST 8, 2012
BID OPENING TIME: 1:30 P.M.
FAX NUMBER: 407-248-2636

ORIGINAL

RECEIVED

2012 AUG -6 PM 2:49

WV PURCHASING
DIVISION



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

*830105625 407-248-9927
 RIEGL USA INC
 7035 GRAND NATIONAL DR STE 100
 ORLANDO FL 32819

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		
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: <u>\$189,157.00</u>

ORIGINAL

SIGNATURE <i>[Signature]</i>	TELEPHONE 407 248 8927	DATE 8-2-12
TITLE President	FEIN 59-3135742	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

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

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 of 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.

[]

[]

[]

[]

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/vrc/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 or 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 officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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.

Riegl USA, Inc.

(Company)



(Authorized Signature)

James H. Van Rens, President

(Representative Name, Title)

407-248-9927 Fx.) 407-248-2636

(Phone Number)

(Fax Number)

August 2, 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.

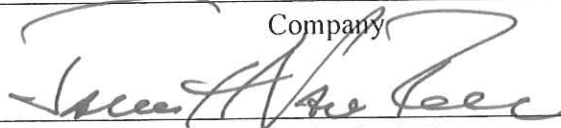
Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|---|--|
| <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.

Riegl USA, Inc.

Company



Authorized Signature

August 2, 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 850 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

60120005

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

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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.



ORIGINAL

**7035 Grand National Drive, Suite 100
Orlando, FL 32819
Phone: (407) 248-9927
Fax: (407) 248-2636**

Section A – Ground Based Laser Scanner:

The *RIEGL* Terrestrial 3D Laser Scanner VZ-400 meets all of the specifications required in Section a.

Attached please find an excerpt from the VZ-400's Technical Data Manual "Section 18 – Safety Instructions," where it references the IP Protection Class, the Laser Safety Classification (Class 1- Eye Safe).

The scanning capabilities, speed, and range of the VZ-400 can be found in the attached VZ-400 Datasheet. The specifications for instrument compatibility with computers and operating systems can also be found in the Datasheet.

This proposal contains pricing for the following requested equipment:

- **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 equipment**
- **Operating and reference manuals**
- **Operating firmware installation discs and keys**
- **High Quality Fiberglass Tripod**

ORIGINAL

18.5 Safety Instructions

18.5.1 General Safety

The **RIEGL VZ-400** meets or exceeds the requirements of the following European Standard: **EN 61010-1:2001** *Safety requirements for electrical equipment for measurement, control, and laboratory use Part 1: General Requirements*

Note the following explanations and important instructions:

Temperature See chapter 18.1.4 "Physical and Electrical Data" for temperature limits for storage and operation.



Storage and operation at temperatures outside the specified temperature ranges may cause wrong measurement results or even damage the instrument.

Sunlight

The instrument makes use of the optical time-of-flight technique to determine the distance to the target. For this purpose it comprises sensitive optical, electric and mechanical components. Thus it requires appropriate handling:



Unnecessary exposure of the internal optical and electronic parts to direct sunlight via the optical window should be avoided.

Altitude

The unit is specified for altitudes of up to 2000m (operation).

Relative Humidity

The unit is specified for a maximum relative humidity of 80% at or below +31°C; linearly decreasing to 50% at +40°C.

Enclosure

The instrument is water resistant on the outside but must not be subjected to rain or dripping water or submerged under water (see sub-chapter 18.5.1.1 IP Protection Class According to EN 60529).

The optical glass panes should be treated with the care due to optical instruments and, only when absolutely necessary, should they be gently cleaned using a suitable lens cleaning fluid (e.g. pure ethylene alcohol).



Never apply mechanical force or shock to the optical window or the housing!

As with other optical instruments, the instrument should be protected from being shaken or knocked.

Mounting and Maintenance

When mounting the instrument do not under any circumstances use force. Never use rough tools e.g., hammers or chisels, even if the fitting is not good.

**Warning:**

Do not pressurize the instrument by compressed gas, the housing and especially the glass panes or tubes could crack and cause serious injuries! **Nitrogen flushing has to be carried out by trained service technician.**

Power Supply

Before operating the instrument make sure that its case is properly grounded (for fixed installation).

The power supply cable is to be connected with a suitable DC-power supply, see chapter 18.1.4 for voltage range.



The instrument **must never** be connected to 110, 230, or 400 VAC! Opening the instrument is unacceptable due to the danger presented by high voltage, and must therefore be avoided at all costs.

The negative pole of the external line voltage is directly connected to the instrument's housing. This should be remembered when connecting it to other instruments.

ANY USE OF THE *RIEGL VZ-400* IN CONTRADICTION TO THE INSTRUCTIONS AS GIVEN IN THE MANUAL CAN BE DANGEROUS AND IS, THEREFORE, STRICTLY FORBIDDEN!

18.5.1.1 IP Protection Class According to EN 60529

Protection against contact and infiltration of water and dirt into the enclosure.

The *RIEGL* VZ-400 laser scanner is classified to IP 64 according to EN60529.

IP 64 means:

- 6 Complete protection against contact, protection from infiltration of dust
- 4 Protection from splashed water from any direction

The test for protection against water according to EN 60529 is done by a shower from a distance of 300 – 500 mm for **duration of 10 minutes**. The specimen is sprayed from all directions.

Therefore, consider the following safety hints to avoid serious damage of sensitive measurement equipment:

- IP classification tests provide only a momentary analysis! They do not cover long-term damages, such as corrosion, condensate etc.
- Do not subject the instrument to permanent rainfall or intense rain. Remove or cover the equipment in case of beginning rain.
- Be especially careful when mounting the instrument on moving platforms (land- or water crafts). During rainfall, the water drops will be pressed against the housing and the sealing joints and can consequently infiltrate into the housing. Therefore, demount or cover the instrument during rainfall for such installations.
- Depending on mounting situation, provide adequate water drain to avoid that the housing will be partly or completely flooded.

18.5.2 Electromagnetic Compatibility

The laser scanner **RIEGL VZ-400** meets or exceeds the requirements of the following European Standard:

EN 61326-1:2006

Electrical equipment for measurement, control and laboratory use - EMC requirements - Part 1: General requirements (IEC61326-1:2005)

The **RIEGL VZ-400** has passed the tests for class A equipment (industrial environment) as well as for class B equipment (residential and commercial environment).

The labeling of the **RIEGL VZ-400**, which is affixed to the instrument's housing opposite of the connector field, meets the requirements of directive 2004/108/EC of the European Parliament and of the Council:



For integrated WLAN module:



Tests have been performed using a configuration of the instrument as described below:

- **RIEGL VZ-400**
- Power supply by a laboratory power supply unit, 24 V DC, using the original **RIEGL** power supply cable
- Control and data output via original **RIEGL** TCP/IP data cable

Any changes or modifications of the instrument or its accessories not expressly approved by **RIEGL** as well as any non-observance of the directions for installation may cause harmful interference and void the authorization to operate this equipment.

The following table lists the applied standards and the performance criteria (see also definition below) for the evaluation of the immunity test results:

CISPR 16-1 Edition 2.1: 2002

Specification for radio disturbance and immunity measuring apparatus and methods; Part 1: Radio disturbance and immunity measuring apparatus

CISPR 16-2 Edition 1.2: 2002

Specification for radio disturbance and immunity measuring apparatus and methods; Part 2: Methods of measurement of disturbances and immunity

EN 61000-4-2 + A1 + A2: 2002

Electromagnetic compatibility (EMC); Part 4-2: Testing and measurement techniques - Electrostatic discharge immunity test (IEC 61000-4-2:1995 +

A1:1998 + A2:2001)
Performance Criterion B

EN 61000-4-3 + A1: 2004

Electromagnetic compatibility (EMC); Part 4-3: Testing and measurement techniques - Radiated, radio frequency, electromagnetic field immunity test (IEC 61000-4-3:2002 + A1:2002)
Performance Criterion A

EN 61000-4-4: 2004

Electromagnetic compatibility (EMC); Part 4-4: Testing and measurement techniques - Electrical fast transient/burst immunity test (IEC 61000-4-4:2004)
Performance Criterion B

EN 61000-4-5: 2005

Electromagnetic compatibility (EMC); Part 4-5: Testing and measurement techniques - Surge immunity test (IEC 61000-4-5:2005)
Performance Criterion B

EN 61000-4-6 + A1: 2002

Electromagnetic compatibility (EMC); Part 4-6: Testing and measurement techniques - Immunity to conducted disturbances, induced by radio frequency fields (IEC 61000-4-6:1996 + A1:2000)
Performance Criterion A

Definition of the performance criteria and acceptable degradations:

Performance Criterion A: During testing, normal performance within the specified limits / nominal values.
Nominal values to be found in chapter 18.1 "Specifications".

Performance Criterion B: During testing, temporary degradation or loss of function or performance which is self-recovering

- loss or heavy degradation of functionalities during testing with self-recovery after finishing the test;
- loss of the TCP-connection with following readiness for acceptance of a new start of connection;

Performance Criterion C: During testing, temporary degradation or loss of function or performance which requires operator intervention or system reset occurs

- loss or heavy degradation of functionalities during testing with self-recovery after finishing the test; a system reset may occur;
- loss or heavy degradation of functionalities which require simple user intervention, e.g. replacement of a fuse, switching the device Off and On, restoration of settings;

18.5.3 Laser Safety

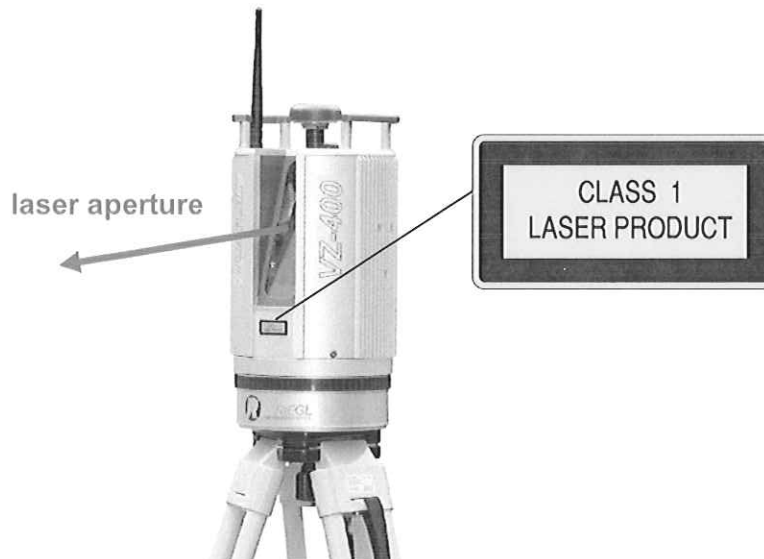
18.5.3.1 RIEGL VZ-400

The laser scanner instrument **RIEGL VZ-400** is classified as **Class 1 laser product** in compliance with the International Standard **IEC60825-1:2007** and the European Standard **EN60825-1:2007 Safety of Laser Products - Part 1: Equipment Classification and Requirements**.

The following clause applies for instruments delivered into the United States: Complies with 21 CFR 1040.10 and 1040.11 except for deviations pursuant to Laser Notice No. 50, dated June 24, 2007.

Class 1: *Laser products that are safe during use, including long-term direct intrabeam viewing, even when exposure occurs while using optical viewing instruments (eye loupes or binoculars) (IEC60825-1:2007, Sub-clause C.2).*

The labeling of the **RIEGL VZ-400** meets the requirements of the above standard (IEC60825-1:2007, sub-clause 5.1 and 5.2). An explanatory label is affixed near the front pane.



Radiation output and standard information (IEC60825-1:2007, Sub-clause 6.1):

Max. average output	9.0 mW
Pulse duration approx.	3 ns
Wavelength	1550 nm
Beam divergence	0.3 mrad
Repetition rate	100 kHz / 300 kHz
Standard	IEC60825-1:2007



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Section B - Camera:

The *RIEGL* Terrestrial 3D Laser Scanner Systems use Nikon SLR digital cameras. **This proposal is for a Nikon D700 camera with both a 20mm prime lens and an 85mm prime lens.** The camera does meet all of the proposal's requirements.

Please see the attached Nikon D700 specifications.

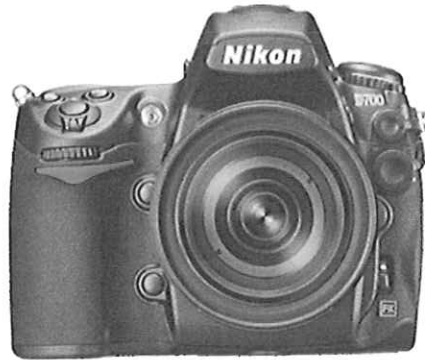
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D700 POWER THAT EMPOWERS AGILITY MEETS FLEXIBILITY

Handling agility fused with Nikon's 12.1-megapixel FX-format CMOS sensor, assures professional image quality with low-noise, high-ISO performance.

[Compare](#)



[Overview](#) [Tech Specs](#) [System](#) [Ratings & Reviews](#) [Product Forum](#) [Support](#)

Specifications

Lens Mount	Nikon F bayonet mount
Picture Angle	Equivalent to angle produced by lens focal length (1/5 times when DX format is selected)
Effective Pixels	12.1 million
Sensor Size	36.0mm x 23.9mm
Image Sensor Format	FX
Image Sensor Type	CMOS
Total Pixels	12.87 million
Dust-Off Reference Photo	Yes
Image Area (pixels)	FX-format (L) 4,256 x 2,832 (M) 3,184 x 2,120 (S) 2,128 x 1,416 DX-format (L) 2,784 x 1,848 (M) 2,080 x 1,384 (S) 1,392 x 920
File Format Still Images	Compressed 12/14-bit NEF (RAW, Compressed): approx. 45-60 percent Compressed 12/14-bit NEF (RAW, Lossless Compressed): approx. 60-80 percent JPEG: JPEG-Baseline Compliant; can be selected from Size Priority and Optimal Quality TIFF (RGB) Uncompressed 12/14-bit NEF (RAW)
Picture Control	Monochrome Neutral Nine User-customizable Settings

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	Standard
	Vivid
Storage Media	CompactFlash® (CF) (Type I, compliant with UDMA)
Card Slot	1 CompactFlash® (CF) card
File System	Compliant with DCF (Design Rule for Camera File System) 2.0 DPOF (Digital Print Order Format) EXIF 2.21 (Exchangeable Image File Format for Digital Still Cameras)
Viewfinder	SLR-type with Fixed Eye-Level Pentaprism
Viewfinder Frame Coverage	95 % Approx.
Viewfinder Magnification	0.72x Approx.
Viewfinder Eyepoint	18mm
Viewfinder Diopter Adjustment	-3 to +1m ⁻¹
Focusing Screen	Type B BriteView Clear Matte Mark VI screen with AF Brackets
Reflex Mirror	Quick-return type
Lens Aperture	Instant-return type with depth-of-field preview button
Depth-of-field Control	Yes
Lens Compatibility at a Glance***	AF-S or AF lenses fully compatible Metering with AI lenses
Compatible Lenses	AF NIKKOR other than type G or D*2: All Functions Supported Except 3D Color Matrix Metering II AI-P NIKKOR: All Functions Supported Except Autofocus and 3D Color Matrix Metering II DX AF NIKKOR: All Functions Supported Except FX-format (36x24)/5:4 (30x24) Image Size Non-CPU AI NIKKOR: Can be used in exposure modes A and M; Electronic Rangefinder can be used if Maximum Aperture is f/5.6 or Faster; Color Matrix Metering and Aperture Value Display Supported if User Provides Lens Data Type G or D AF NIKKOR: All Functions Supported
Fastest Shutter Speed	1/8000 sec.
Slowest Shutter Speed	30 sec.
Flash Sync Speed	Up to 1/250 sec.
Bulb Shutter Setting	Yes
Shutter Release Modes	Continuous low-speed [CL] mode; 1-4 frames per second Continuous high-speed [CH] mode; 5 frames per second Live View [LV] mode
Continuous Shooting Options	FX-format CH: Up to 5 frames per second CL: Up to 4 frames per second DX-format CH: Up to 5 frames per second CL: Up to 4 frames per second
Top Continuous Shooting Speed at full resolution	5 frames per second
Self-timer	2, 5, 10, 20 sec. Timer duration electronically controlled
Exposure Metering System	1,005-pixel RGB sensor 3D Color Matrix Metering II
Metering Range	0 to 20 EV (3D color matrix or center-weighted metering) 2 to 20 EV (Spot metering at ISO 100 equivalent, f/1.4 lens at 20°C/68°F)
Exposure Meter Coupling	CPU AI
Exposure Modes	Aperture-Priority Auto (A) Manual (M)

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	Programmed Auto with flexible Program (P) Shutter-Priority Auto (S)
Exposure Compensation	±5 EV in increments of 1/3, 1/2 or 1 EV in increments of 1/3 1/2 1
Exposure Bracketing	2 to 9 frames in steps of 1/3, 1/2, 2/3 or 1 EV
Exposure Lock	Yes
Mirror Lock Up	Yes
ISO Sensitivity	ISO 200 - 6400 Lo-1 (ISO 100) Hi-1 (ISO 12,800) Hi-2 (ISO 25,600)
Lowest Standard ISO Sensitivity	200
Highest Standard ISO Sensitivity	6400
Lowest Expanded ISO Sensitivity	Lo-1 (ISO 100 equivalent)
Highest Expanded ISO Sensitivity	Hi-2 (ISO 25,600 equivalent)
Expanded ISO Sensitivity Options	Lo-1 (ISO 100 equivalent) in steps of 1/3, 1/2, 1 EV Hi-1 (ISO-12,800 equivalent) in 1/3, 1/2 or 1 EV Hi-2, (ISO-25,600 equivalent) 1 EV
Long Exposure Noise Reduction	Yes
High ISO Noise Reduction	Low Normal High Off
Single-point AF Mode	Yes
Dynamic AF Mode	Number of AF points: 9, 21, 51 and 51 (3D-tracking)
Auto-area AF Mode	Yes
Autofocus System	51 focus points (15 cross-type sensors) AF-assist illuminator (1.6-9.8 ft./0.5-3.0m approx.) AF fine adjustment possible Detection range: EV -1 to EV +19 (ISO 100 equivalent, at normal temperature: 20°C/68°F) Nikon Multi-CAM 3500FX autofocus module Autofocus TTL phase detection
Focus Lock	AE-L/AF-L button Half press of shutter-release button (single-point AF in AF-S)
Focus Modes	Auto Continuous-servo (C) Manual Manual (M) with electronic rangefinder Single-servo AF (S)
Maximum Autofocus Areas/Points	51
Autofocus Fine Tune	Yes Records values for up to 12 user selected lenses
Built-in Flash	Yes
Flash Bracketing	2 to 9 frames in steps of 1/3, 1/2, 2/3 or 1 EV
X-Sync Speed	1/250
Top FP High Speed Sync	Up to 1/8000
Flash Control	i-TTL Balanced fill-flash, standard i-TTL flash for digital SLR

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Flash Sync Modes	Front-curtain sync (normal) Rear-curtain sync Red-Eye reduction Red-Eye reduction with slow sync Slow sync
Flash Compensation	-3 to +1 EV in increments of 1/3 or 1/2 EV
Accessory Shoe	Yes
Nikon Creative Lighting System (CLS)	Built-in flash Commander Mode CLS Supported
Flash Sync Terminal	Yes
White Balance	Auto (2 types) Auto (TTL white balance with 2,016-pixel RGB sensor) Cloudy Direct Sunlight Fine Tune by Kelvin color temperature setting (2,500 K to 10,000K) Flash Fluorescent (7 types) Incandescent Preset manual (up to 5 values can be stored) Seven manual modes with fine-tuning Shade
White Balance Bracketing	2 to 9 exposures
Live View Shooting	Handheld mode Tripod mode
Monitor Size	3.0 in. diagonal
Monitor Resolution	921,000 Dots
Monitor Type	Super Density Wide Viewing Angle TFT-LCD
Monitor Angle of View	170-degree wide-viewing angle
Virtual Horizon Camera Indicator	Yes Also visible in LiveView Modes
Playback Functions	Auto Image Rotation Full Frame Highlight Point Display Histogram Display Slideshow Thumbnail (4 or 9 segments) Zoom
In-Camera Image Editing	Color Balance D-Lighting Filter Effects Image Overlay Monochrome Red-Eye Correction Trim
Image Comment	Yes
Interface	10-pin Terminal HDMI Hi-speed USB NTSC PAL
Wi-Fi Functionality	FTP file transfer available and PTP/IP with optional WT-4A (IEEE 802.11 a/b/g)
GPS	GP-1 GPS unit

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Save/Load Camera settings	Yes
Total custom Settings	50
My Menu	Yes with customization
Recent Settings	Yes
Supported Languages	Chinese (Simplified and Traditional) Dutch English Finnish French German Italian Japanese Korean Polish Portuguese Russian Swedish Spanish
Date, Time and Daylight Savings Time Settings	Yes
World Time Setting	Yes
Battery	Rechargeable
Battery / Batteries	EN-EL3e Lithium-Ion Battery
Battery Life (shots per charge)	1,000 shots (CIPA)
AC Adapter	EH-5a AC Adapter
Battery Charger	MH-18a Quick Charger
Tripod Socket	1/4 inch 20
Approx. Dimensions	Width: 5.8 in. (147mm) Height: 4.8 in. (123mm) Depth: 3.0 in. (77mm)
Approx. Weight	35 oz. (995g) <i>camera body only</i>
Optional Accessories	MB-D10 Multi-Power Battery Pack EH-5A AC Adapter DK-17M Magnifying Eyepiece Camera Control Pro 2 Capture NX 2 Software Image Authentication Software WT-4A Wireless Transmitter
Supplied Accessories	EN-EL3e Rechargeable Li-ion Battery MH-18a Quick Charger UC-E4 USB Cable EG-D100 Video Cable AN-D700 Camera Strap BF-1A Body Cap BS-1 Accessory Shoe Cover BM-9 LCD Monitor Cover Software Suite CD-ROM

*Supplied accessories may differ depending on country or area.



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Section C - Software:

RiScan Pro is the companion software for the *RIEGL* Terrestrial 3D Laser Scanner Systems.

Please see the attached RiScan Pro Datasheet for a list of specifications. This software does meet all of the proposal requirements.

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Operating & Processing Software

RiSCAN PRO

for RIEGL 3D Laser Scanners

- **Companion Software to RIEGL 3D Terrestrial Scanners**
- **Data Acquisition, Visualization and Processing**
- **Straightforward Global Registration**
- **Interfacing to Post Processing Software**
- **Support of Photogrammetry Features**

RiSCAN PRO is the companion software for RIEGL Terrestrial 3D Laser Scanner Systems. RiSCAN PRO is project orientated, i.e., the entire data acquired during a measurement campaign are organized and stored in RiSCAN PRO's project structure.

These data include scans, finescans, digital images, GPS data, coordinates of control points and tie points, and all transformation matrices necessary to transform the data of multiple scans into a common well-defined coordinate system.

RiSCAN PRO is designed to optimize the acquisition workflow in the field and provides the tools for visual inspection of overall completeness of data coverage in 3D right after acquisition. In addition to data acquisition it provides a variety of functions for data processing.



visit our webpage www.riegl.com





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Section D - Training:

Training is best conducted at Riegl USA's facility in Orlando, Florida facility. However, due to the size of some organizations and the number of attendees, training can be provided on-site at the customer's location. **This proposal contains Customer On-Site Training for up to (10) people – to take place in Charleston, WV.**

Riegl USA understands the need to provide hands on training in the customer's real environment. Training covers everything from software installation, equipment assembly, data acquisition, setup, the use of Riegl USA's software programs, and much more. Attached are sample documents of our "Training Request Form" and a sample of our "Training Agenda" for Terrestrial Instruments.

Training shall be conducted within 30 days of instrument delivery.

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SAMPLE TRAINING AGENDA

****Training is to be completed within 30 days of instrument delivery****

Date: TBD
Orlando, FL

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Attendees: TBD
Training Leader: TBD

Date and Time	Training Session	Notes
Day 1 9 am - 5 pm	<ul style="list-style-type: none"> • Introductory presentations • Equipment parts identification • Initial in house scanning • Introduction to RiSCAN Pro (software) 	<ul style="list-style-type: none"> • Training Room
Day 2 9 am - 5 pm	<ul style="list-style-type: none"> • Outside scanning • Data Acquisition 	<ul style="list-style-type: none"> • Outside Scanning: Wear comfortable clothing
Day 3 9 am - 5 pm	<ul style="list-style-type: none"> • RiSCAN Pro Post processing 	<ul style="list-style-type: none"> • Training Room • If you bring your own laptops, we'll Install RiSCAN Pro and everybody can work at the same time
Day 4 9 am - 5 pm	<ul style="list-style-type: none"> • RiSCAN Pro Post-processing • Strategy Planning 	<ul style="list-style-type: none"> • Training Room
Day 5 9 am - 5 pm	<ul style="list-style-type: none"> • Extra time for project planning • TopoDOT/Microstation and Terrasolid Presentation 	<ul style="list-style-type: none"> • Training Room

We'll have an hour for lunch each day at noon. Please let us know if you have any food preferences.



Training Request Form

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Company Name

Training Location

Scanner Unit

Trainees

Name	Phone	Email

Training Modules (Check All That Apply)

- Hardware Configuration
- Project Planning & Principles
- Basic Scanning Workflow
- Introduction to RiSCAN PRO
- Advanced Registration Methods
- Advanced RiSCAN PRO
- Creating Meshes
- Mining / Stockpile Volumes
- DEM Creation
- Change Detection
- Exporting Data
- Open Discussion

Topics Request

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Expanding the boundaries of 3d.

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Section E – Warranty/Support:

The standard warranty on all *RIEGL* LMS hardware is 24 months. This warranty period begins once the instrument has been accepted. An additional 12 months may be purchased for an additional fee. This is listed in the “Cost” portion of the bid proposal. You may find the hardware warranty coverage in the attached document – labeled “General Terms and Conditions – Section 8: Warranty.” **This proposal contains 36 months of Hardware Warranty.**

Due to the high quality of the product, all scheduled maintenance to the measurement system is performed in Horn, Austria at *RIEGL* LMS main facility. The schedule for maintenance can be found in the attached document, labeled “Maintenance Schedule.” It is expected that the maintenance be performed during downtime, as to not lose productivity for your institution. **This proposal contains Basic Service Package A – recommended service at the end of the second year.**

The key factor to Riegl USA’s success is providing complete support and reliability to our customers. From your initial purchase, to integration of the system, as well as training and support, Riegl USA stands out in the industry as a leader.

Riegl USA offers a complimentary recommended annual service check and camera calibration each year. This is done in our Orlando, Florida facility. This service check consists of an instrument functionality test, nitrogen purge and humidity cartridge replacement, re-calibration of the external digital camera and lenses, and a check of all cables. An updated Test Certificate is provided for documentation of test values.

All non-routine maintenance (such as troubleshooting and repair) will first be attempted onsite and then secondly at Riegl USA in Orlando, Florida. The final solution will be to return the instrument to the factory in Austria for repair. The factory will troubleshoot the instrument and provide an estimated repair value. All return shipping fees are included with repair and maintenance services.

Technical support is conducted over the phone or via e-mail with any of Riegl USA’s support personnel. Riegl Software licenses are valid indefinitely for the software version at the time of purchase and any new upgrades downloaded during the first year. Extended Software



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Maintenance is necessary beginning on the 1st anniversary of the license to continue to be able to download updates and receive software support. Riegl USA extended software maintenance includes e-mail and telephone support for 12 months, a renewal license certificate and software updates for 12 months. **This proposal contains a total of (3) years of software renewals and support.**

Please see the attached documents for more detailed information.

MAINTENANCE SCHEDULE

Project: **RIEGL VZ-400**
Date: January 1st, 2011
Page(s): 5
Issue: 1.1



Abstract:

The proposed maintenance schedule is optimized in order to keep the probability of sudden failures and, consequently, interruptions of operation resulting from wear-and tear caused defects as low as possible. Furthermore, the quality of the generated scan data is kept at the desired high level due to the periodic check of system adjustments and of measurement accuracy.

However, failures and interruptions caused by unpredictable defects and/or aging of electronic, electro-optical or mechanical components cannot be completely ruled out, even when strictly obeying the maintenance schedule. Defects and failures that occur after the guarantee has expired will be repaired by *RIEGL*. The costs for labor and the materials used will be charged separately.

In order to enable a quick processing of instrument maintenance, the customer is requested to notify *RIEGL* of the need for service before shipment. The time required for service is typically 12 working days after arrival of the instrument. The time required for additional work will be stated in the corresponding cost estimate. Time for transportation and customs handling etc. has to be added.

Important Note:

This document was compiled to the best of our knowledge and based on our General Terms and Conditions. Because of new experiences or according to altering requirements this maintenance schedule is subject to modifications.

1 General

The 3D laser scanner *RIEGL* VZ-400 is a high-performance portable sensor designed for operation under various, demanding environmental conditions. In order to secure the range- and angular accuracy and uninterrupted availability, it is recommended to maintain the laser scanner by qualified *RIEGL* service personnel at regular intervals. There is no need for the customer to carry out any specialized maintenance work or adjustment procedures.

Counter for Operating Hours

The instrument has an internal counter which indicates via the data interface the total operating time when the instrument is powered up, the laser transmitter is active and the instrument is scanning.

Command	Reply	Meaning
OPTIME[0]<CR>	=OPTIME[0][HHHHH]HH:MM:SS	Total time the instrument has been power supplied.
OPTIME[1]<CR>	=OPTIME[1][HHHHH]HH:MM:SS	total laser operating time (laser on)
OPTIME[2]<CR>	=OPTIME[2][HHHHH]HH:MM:SS	total scan operating time line scan
OPTIME[3]<CR>	=OPTIME[3][HHHHH]HH:MM:SS	total scan operating time frame scan

[HHHHH]HH.....hours (leading digits displayed for numbers > 99)
 MM.....minutes
 SS.....seconds

The indicator for the need for an instrument's maintenance is the total scan operating time (OPTIME[2] or OPTIME[3], whichever is higher) or a defined time interval, whichever occurs earlier.

2 Maintenance Schedule for the *RIEGL VZ-400*

The schedule of this maintenance plan is composed of a basic service which is to be repeated at certain intervals of time or operating time, and additional work packages depending on actual scanning time and ageing. These additional work packages are to be seen as an extension to the basic service and cannot be carried out separately.

Defects and failures outside of the Warranty period will be repaired by *RIEGL* for labor costs and the costs for material used.

2.1 Basic Service Package A – See COST section of the bid

Package A is recommended at basic service intervals of

- 3000 hours of total scan operating time OPTIME[2] or OPTIME[3]
(= scanning mechanism in operation)
 - or 2 years
- whichever occurs earlier.

It comprises:

1. importation, handling, cleaning
2. laying out of service paper work
3. first functional check
4. cleaning of the beam exit window
5. Installation of firmware upgrades (if applicable)
6. re-calibration of the scanner at the *RIEGL* test field
7. re-calibration of the inclination sensors at the *RIEGL* test field
8. measurement of laser output power
9. test of measurement range
10. re-calibration of optical plummet
11. replacement of desiccant cartridge
12. re-flushing with dry nitrogen
13. preparation of calibration and test certificates
14. packing the instrument
15. return of instrument

2.2 Service Package B

Package B is recommended

- every 15000 hours of total scan operating time OPTIME[2] or OPTIME[3]
(= scanning mechanism in operation)
 - or 10 years
- whichever occurs earlier.

It comprises:

1. Scope of work Package A plus
2. Removal of housing
3. Disassembly of scanner mechanics
4. Replacement of line scan bearings
5. Replacement of slip-rings
6. Replacement of rotating seals
7. Re-lubrication of transmission unit
8. Re-adjustment of angle encoders
9. Cleaning of internal optical surfaces
10. Re-assembly of scanner mechanics
11. Sealing of housing
12. Adjustment internal scanner mechanism

3 Prices of the Maintenance Packages

- labor and small materials included,
- price for replacement parts (if any) not listed in package to be added

Basic Service Package A

*Refer to Cost
Section*

Service Package B

Prices effective from January 1st, 2011, ex works, VAT (if any) to be added.
Prices subjected to yearly adjustment.
Package and insurance costs (if any) included in our prices.
Transportation costs included.

Should defects and malfunctions be found in the course of the maintenance work and if the Warranty has expired, the customer will receive a cost estimate for the necessary repairs. Repairs performed with the customer's approval will be charged according to the current material and labor costs.

Riegl USA offers a complimentary recommended annual service check and camera calibration each year. This is done in our Orlando, Florida facility. This service check consists of an instrument functionality test, nitrogen purge and humidity cartridge replacement, re-calibration of the external digital camera and lenses, and a check of all cables. An updated Test Certificate is provided for documentation of test values.

General Terms and Conditions

1. Scope

- 1.1 These general terms and conditions shall apply to legal transactions between **RIEGL LASER MEASUREMENT SYSTEMS GmbH** (hereinafter referred to as "Seller") and its business partners (hereinafter referred to as "Buyer") for the supply of goods and, correspondingly, for the provision of services. Applicable to software shall be, first and foremost, the software terms published by the *Fachverband der Elektro- und Elektronikindustrie Österreich* (Association of the Austrian Electrical and Electronics Industries), to assemblies the assembling terms of the Austrian high-voltage and low-voltage industry and/or the assembling terms of the Austrian electrical and electronics industries for medical electronics.
- 1.2 Deviations from the terms mentioned in clause 1.1 shall only be effective if the Seller has acknowledged them in writing.

2. Offer

- 2.1 The seller's offers shall not be binding and can not be understood as biddings in terms of sections 862 ff ABGB (Austrian General Civil Code).
- 2.2 All offers are valid for 30 days.
- 2.3 Offer or project documents must not be duplicated nor made available to third parties without the Seller's approval. The Seller can reclaim them and they shall be returned to the Seller, if the order is placed elsewhere.

3. Conclusion of contract

- 3.1 The contract shall be deemed concluded as soon as the Seller – after receipt of the order – has sent a written order confirmation or a delivery.
- 3.2 Information contained in catalogues, brochures etc. as well as any other written or oral statements shall only be authoritative if the order confirmation expressly refers to them.
- 3.3 Later amendments and supplements to the contract require a written confirmation to be valid.

4. Prices

- 4.1 Unless stated otherwise, the prices shall be ex works, including packing and loading, but excluding value added tax. Any duties, taxes or other charges incurred in connection with the delivery shall be paid by the Buyer.
- 4.2 If an order deviates from the overall offer, the Seller reserves the right to change the price accordingly.
- 4.3 The prices shall be fixed prices.
- 4.4 In the case of repair orders, the services considered appropriate by the Seller shall be rendered and charged on the basis of the effort involved. This shall also apply to services and extra services whose necessity becomes obvious only during the execution of the order, with no special notification of the Buyer being required in this case.
- 4.5 The effort for drafting repair offers or for appraisals shall be invoiced to the Buyer.

5. Delivery

- 5.1 The time of delivery shall commence with the latest of the below mentioned dates
- date of order confirmation,
 - date at which all technical, commercial and other requirements that are in the responsibility of the Buyer have been met,
 - date at which the Seller receives a down payment or security to be provided before the delivery of the goods.
- 5.2 The Buyer shall obtain any third-party approvals from authorities that may be required. If such approvals are not provided in due time, the time of delivery shall be extended accordingly.
- 5.3 The Seller is entitled to effect and charge partial or preliminary deliveries. If on-call delivery has been agreed, the goods are considered as called 1 year after order placement at the latest.
- 5.4 In the event of the occurrence of unforeseeable circumstances or contingencies beyond the control of the parties, such as all events of force majeure, which prevent meeting the agreed delivery date, said delivery date shall be extended for a period equal to the duration of such events, such events shall include in particular armed conflicts, interventions and prohibitions of authorities, transport and customs delay, shipping damage, power and raw material shortage, labour disputes and default of a major supplier that is difficult to replace. The above-mentioned events justify the extension of the delivery date even if they occur with suppliers.
- 5.5 If, upon concluding the contract, the contracting parties have expressly agreed on a contractual penalty in the event of a delay in delivery, it shall be paid as stipulated by the following rule, with a deviation from individual points leaving the application of the overall rule unaffected.
A delay in performance which was demonstrably caused by the Seller's

sole gross negligence shall entitle the Buyer to claim a penalty of not more than 0.5% for each full week of delay, however, not more than 5% in total of the value of that part of the entire delivery in question which cannot be used as a consequence of the delayed delivery of a substantial part, provided that the Buyer has incurred damage to this amount. Further claims resulting from the delay shall be excluded.

6. Passage of risk and place of fulfilment

- 6.1 Utilisation and risk shall pass to the Buyer upon shipment ex works or ex warehouse, irrespective of the pricing agreed for the delivery (e.g. charges prepaid by sender, CIF etc.) This shall also apply if delivery is effected within the scope of an assembly or if the shipment is executed or organised and fulfilled by the Seller.
- 6.2 In the case of services, the place of fulfilment shall be the place where the service is provided. The risk of a service or an agreed partial service shall pass to the Buyer upon its provision.

7. Payment

- 7.1 Unless different terms of payment have been agreed, the invoice associated with the relevant delivery shall in any event be paid within 30 days from invoicing at the latest.
- 7.2 In case of partial invoices, the corresponding part payments are due upon receipt of the relevant invoice. This shall also apply to invoiced amounts which exceed the original total due to additional deliveries or other agreements, irrespective of the terms of payment agreed for the main delivery.
- 7.3 Payments shall be made without deductions in the agreed currency free Seller's paying agent. Cheques or bills of exchange are at all times accepted only on account of payment. The Buyer shall be debited with all related interest and charges (such as collection fees and discount charges).
- 7.4 The Buyer is not entitled to hold back or offset payments on grounds of warranty claims or other cross claims.
- 7.5 A payment shall be deemed effected as of the day the Seller has the money at his disposal.
- 7.6 If the Buyer has caused a delay of payment or a delay of any other service associated with this or other transactions, the Seller may, without prejudice to his other rights

- delay the fulfilment of his own obligations until this payment or other service has been effected and extend the time of delivery accordingly,
- ask for immediate payment of all open receivables from this or other transactions and charge 1.25% in interest on arrears plus value added tax per month for those amounts as of the relevant due date, provided that the Seller does not furnish proof of costs going beyond it.

In any event, the Seller shall be entitled to charge pre-trial costs, especially dunning and legal fees.

- 7.7 Granted discounts or bonuses are contingent on the timely payment of the full amount.
- 7.8 The Seller retains the title of all goods he has delivered until the invoiced amounts plus interest and charges have been fully paid. Thus, the Buyer transfers to the Seller his receivable resulting from the resale of conditional goods, even if they have been processed, redesigned or blended, in order to collateralise the Seller's purchase money claim and undertakes to make a corresponding note in his books or on his invoices. Upon request, the Buyer shall notify the Seller of the account receivable discounted as well as its debtor and make available all data and documents required for his collection of accounts receivable and notify the third-party debtor of the assignment. In the event of attachment or other utilization, the Buyer shall be obliged to point out the legal title of the Seller and notify him immediately.

8. Warranty

- 8.1 In accordance with the below mentioned provisions, the Seller shall be obliged to remedy each defect that impairs operability which exists at the time of delivery and is caused by a structural or material defect or defective work. No warranty claims may be derived from information contained in catalogues, brochures, marketing material and written or oral statements that have not been included in the contract.
- 8.2 The warranty period shall be 24 months. The warranty period shall commence at the time the risk passes pursuant to clause 6.
- 8.3 In order to claim warranty, the Buyer shall furnish proof of the existence of the defect without delay, in particular provide the Seller with the documents or data available to him. If a defect subject to warranty obligation pursuant to clause 8.1 exists, the Seller shall, at his option, rectify the defective product or the defective part at the place of performance or have it sent to him for rectification or effect a reasonable price reduction.
- 8.4 The Buyer shall be debited with the incidental expenses resulting from the rectification of defects (such as installation and dismantling, transport, waste disposal, travelling expenses and times). For warranty works at the Buyer's premises, the required auxiliary personnel, lifting devices,

Übersetzung aus der deutschen in die englische Sprache
Translation from German

- scaffolding, incidentals etc shall be provided free of charge. Replaced parts shall become the Seller's property.
- 8.5 if a product is fabricated by the Seller based on design details, drawings, models or other Buyer's specifications, the Seller's liability shall only extend to the execution according to the conditions.
- 8.6 The following defects shall also be excluded from warranty: defects resulting from instructions and assembly not effected by the Seller, insufficient adjustment, non-compliance with the installation requirements and terms of use, excessive utilisation of the parts beyond the capacity indicated by the Seller, negligent or faulty handling and use of unsuitable operating materials, the same shall apply to defects caused by material provided by the Buyer. Neither shall the Seller be liable for damage attributable to acts of third parties, atmospheric discharges, excess voltages and chemical influences. The warranty shall not cover the replacement of parts that are subject to natural wear and tear.
- 8.7 The warranty shall immediately expire if the Buyer himself or a third party not expressly authorised by the Seller changes or repairs, or opens and/or dismounts the supplied items without the Seller's prior written consent.
- 8.8 Claims pursuant to § 933b Allgemeines Bürgerliches Gesetzbuch (ABGB, General Civil Code) shall at any rate become statute-barred on the expiry of the time specified in clause 8.2.
- 8.9 The provisions stipulated in clauses 8.1 to 8.8 shall apply correspondingly to any responsibility for defects on other legal grounds.
- 9. Guarantee**
- 9.1 Unless otherwise agreed upon, the Seller gives a 12-month guarantee on all equipment and parts supplied. In the case of equipment with an elapsed time indicator, 2000 operating hours or the period of 12 months, whichever is reached first, shall be deemed the guarantee period. The claim under guarantee shall commence at the time the risk passes pursuant to clause 6.
- 9.2 In order to claim guarantee, the Buyer shall furnish proof of the existence of the defect without delay, in particular provide the Seller with the documents or data available to him. If a defect subject to guarantee obligation exists, the Seller, at his option, shall rectify the defective product or the defective part at the place of performance or have it sent to him for rectification or effect a reasonable reduction of the purchase price.
- 9.3 The Buyer shall be debited with the incidental expenses resulting from the rectification of defects (such as installation and dismantling, transport, waste disposal, travelling expenses and times). For guarantee works at the Buyer's premises, the required auxiliary personnel, lifting devices, scaffolding, incidentals etc shall be provided free of charge. Replaced parts shall become the Seller's property.
- 9.4 The guarantee covers the repair or removal of any occurring defects, malfunctions etc that are not attributable to inexpert or negligent handling or operation or malicious intent. The following defects shall also be excluded from the guarantee: defects resulting from instructions and assembly not effected by the Seller, insufficient adjustment, non-compliance with the installation requirements and terms of use, excessive utilisation of the parts beyond the capacity indicated by the Seller, negligent or faulty handling and use of unsuitable operating materials, the same shall apply to defects caused by material provided by the Buyer. Neither shall the promise of guarantee apply to damage attributable to acts of third parties, atmospheric discharges, excess voltages and chemical influences.
- 9.5 The guarantee shall immediately expire if the Buyer himself or a third party not expressly authorised by the Seller changes or repairs, or opens and/or dismounts the supplied items without the Seller's prior written consent.
- 9.6 Claims pursuant to § 933b Allgemeines Bürgerliches Gesetzbuch (ABGB, General Civil Code) shall at any rate become statute-barred on the expiry of the time specified in clause 9.1.

11. Liability

- 11.1 The Buyer shall only be liable for damage outside the scope of application of the *Produkthaftungsgesetz* (PHG, Product Liability Act), if proof can be furnished of his intent or gross negligence, within the scope of statutory provisions. Any liability for slight negligence, the compensation for consequential damage and financial losses, non-achieved savings, interest loss and for damage from third-party claims vis-à-vis the Buyer shall be excluded.
- 11.2 If any conditions for the assembly, start-up and utilisation (such as included for example in the operating instructions) or official conditions for admission are not complied with, any damages shall be excluded.
- 11.3 If a contractual penalty for the benefit of the Buyer has been agreed upon, any exceeding claims of the Buyer from the respective title shall be excluded.

12. Assertion of claims

Unless separately agreed provisions or statutory provisions stipulate shorter periods in individual cases, all Buyer's claims shall be asserted in court within 3 years from the day of the passing of the risk, or else the claims shall be forfeited.

13. Industrial property rights and copyright

- 13.1 If a product is fabricated by the Seller based on design details, drawings, models and other Buyer's specifications, the Buyer shall indemnify and hold the Seller harmless for any violation of industrial property rights.
- 13.2 Production documents such as plans, drawings and other technical documents as well as samples, catalogues, brochures, illustrations and the like shall always remain the Seller's intellectual property and shall be subject to the relevant statutory provisions on duplication, imitation, competition etc. Clause 2.2 shall also apply to production documents.

14. General

Should individual provisions of the contract or these provisions become void, the validity of the remaining provisions shall in no way be affected. The void provision shall be replaced by a valid provision coming as close as possible to the sense and spirit and purpose of the achieved target in economic terms.

15. Legal venue and applicable law

The competent court at the Seller's headquarters shall be in charge of ruling on all disputes arising from the contract, including decisions on its existence or non-existence. The contract shall be exclusively governed by Austrian law, excluding the *renvoi* rules. The United Nations Convention on Contracts for the International Sale of Goods prepared by UNCITRAL shall not apply.

Version of March 2006

Cost Sheet
RFQ#: 60120005

Item Number	Quantity	Unit of Measure	Description	Unit Price	Extended Amount
a	1	Each	Ground Based Laser Scanner	discounted	\$128,232.00
b	1	Each	Camera	\$11,859.00	\$11,859.00
c	1	Each	Software Specifications	\$4,182.00	\$4,182.00
d	1	Each	Training	\$6,500.00	\$6,500.00
e	1	Each	Warranty/ Support	\$38,384.00	\$38,384.00
			GRAND TOTAL		\$189,157.00 includes shipping

Provide Manufacturer's Make/Model for the following:

Ground Based Laser Scanner RIEGL VZ-400

Camera NIKON D700



PRICE QUOTE

Riegl USA, INC
 7035 Grand National Dr, Ste. 100
 Orlando, FL 32819
 Ph: 407-248-9927 Fax: 407-248-2636

QUOTE NO: 201221964
 DATE August 2, 2012

EXPIRATION DATE 30 days

State of West Virginia
 Solicitation No. 60120005

PREPARED BY Shannon
 FOB Orlando, FL
 SHIPMENT 2-4 WEEKS ARO
 TERMS See Note #2
 TOTAL \$ 189,157.00

ITEM	QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
A	1	VZ-400 Basic Configuration Package 3D Imaging Sensor VZ-400: High Resolution, High Speed and Large Field of View 3D Laser Scanner for the Surveying Market, for terrestrial stationary as well as mobile scan data acquisition. Specifications per data sheet. Integrated GNSS. Included Software: RISCAN PRO (1 Year) Acquisition License: Data Acquisition and Georeferencing Processing Single User License (dongle): Advanced Features Durable Carrying Case with die-cut high-impact foam Rechargeable NiMH Battery 13.2V, 18 Ah, with fuse, weight 3.55 kg with charger Reflective Target Pack (500) 50 mm adhesive targets and (12) 100 mm cylinders AC Power Adapter Unit Complete set of Cables for VZ-400 Operation (8) Riegl Hardware 2 Year Warranty	\$135,611.00	\$ 122,263.00
B		VZ-400 Upgrade Options		\$ 5,294.00
	1	Internal Digital Compass for accurate determination of instrument azimuth. Enables automatic registration of scans in vertical position to within $\pm 0.5^\circ$. Required for RTK operation	\$5,294.00	\$ 5,294.00
		VZ-400 Function for Automatic Reflector Search, Fine-Scanning and Registration enables complete solution for standalone operation of VZ-400. Required to select scan positions on an iPad.	\$5,294.00	\$ -
		Full Waveform Data output. In addition to the standard scandata digitized waveform, samples are output as additional information. For research purposes only. (cannot be added after production)	\$14,020.00	\$ -
C	1	Close-Range Photogrammetric Solution NIKON D700 12 Mega Pixel Digital Camera NIKON Lens AF D 20 mm 2.8 NIKKOR NIKON Lens AF D 85 mm 1.8 NIKKOR Lens Adaptor & Protector Tube (1 required per lens) High Precision Camera Mount (Detachable) (required) Rugged Camera Carrying Case with custom fit premium foam RISCAN PRO Camera Software Module Photogrammetric Calibration enables image accuracies of <1 pixel		\$ 11,859.00

ORIGINAL

D		Hardware Accessories		\$ 475.00
FOR MINING		VZ400 Shock-absorbing Mount (SPM-Vxx) made of stainless steel mounting plates and optimized shock absorbing rubber elements	\$2,763.00	\$ -
		Scanner Mount for Manual Tilt - Damped tilting mechanism, adjustable in steps of 15 degrees up to 90 degrees - (requires upgrade to larger scanner carry case)	\$3,676.00	\$ -
		VZ400 PROTECTIVE HOUSING (also fits Z series) The housing consists of 6 perfectly planar and optical coated glass panes and can be operated through an industrial harfing connector. Furthermore, if needed, the housing can be equipped with a combined heating/cooling device.	\$40,245.00	\$ -
FOR TILTMOUNT		Exchange standard compact scanner carry case included with the scanner for large scanner case to accommodate tilt mount (cost \$1,385.00)	\$350.00	\$ -
	1	Survey grade Tripod for scanner - carbon fiber	\$475.00	\$ 475.00
		SNAP-LOCK ADJUSTABLE ROVER ROD, 8' TALL for use with Raptor Tripod or wooden tripod, quantity (8)	\$250.00	\$ -
		Raptor Tripod Assembly with Quick Button Release , quantity (8)	\$175.00	\$ -
		Hard sided Shipping Case , for Rover Rods and Raptor Tripod Assembly's	\$485.00	\$ -
F		Software Modules		\$ 4,182.00
		RiMinng Module for Automated Registration and Mine Feature Extraction (includes MultiStation Adjustment Module License)	\$11,770.00	\$ -
1		License RiSCAN PRO Multi-Station Adjustment Module cloud to cloud adjustment tool	\$4,182.00	\$ 4,182.00
		RiSCANPRO Field Processing Upgrade from Single User to Network Server License - Includes 10 seats and 2 travel dongles	\$5,078.00	\$ -
		License RiScanLib ONLINE Scan Library for operating VZ-400 with custom programs	\$2,330.00	\$ -
G		Extended Software Maintenance (Starting in Year 2)		\$ 3,734.00
Riegl Software Licenses are valid indefinitely for the software version at the time of purchase and any new upgrades downloaded during the first year. Extended Software Maintenance is necessary beginning on the 1st anniversary of the license to continue to be able to download updates and receive software support. Riegl USA extended software maintenance includes e-mail and telephone support for 12 months, a renewal license certificate and software updates for 12 months.				
2		RiSCAN PRO Acquisition and Processing Extended Software Maintenance - RiSCAN PRO Plug-in Modules (Camera, Multi-Station Adjustment, Orthophoto) included	\$1,867.00	\$ 3,734.00
		RiSCAN PRO Network Server License Extended Software Maintenance - includes one single user license RiSCAN PRO Processing & Network Server Licenses (10 seats)	\$3,136.00	\$ -
		RiMinng Extended Software Maintenance - includes Multi-Station Adjustment renewal	\$1,765.00	\$ -
I		Extended Hardware Warranty (for years 2 and 3 combine totals below)		\$ 21,650.00
		Extended warranty for year 2 based on Note 1 below	\$16,036.00	INCLUDED
1		Extended warranty for year 3 based on Note 1 below	\$21,650.00	\$ 21,650.00
J		Service and Training		\$ 19,500.00
1		Prepaid Basic Service Package A - One trip to the factory for Basic Service Package A recommended every 2 years or 3000 total scan operating time whichever occurs first. Riegl USA offers a complimentary recommended annual service check and camera calibration at Riegl USA, Inc.	\$13,000.00	\$ 13,000.00
1		Onsite Training: Covers travel expenses for Riegl Instructor Riegl Training for up to 10 people: Introductory presentations Initial in house scanning Introduction to RiSCAN Pro Hands on field training RiSCAN Pro Processing Project Planning	\$6,500.00	\$ 6,500.00
			Sub-Total	\$ 188,957.00
Note 1: Riegl USA one (1) year warranty covers parts and labor for any equipment malfunction resulting from normal use. Note that Riegl reserves the right to inspect the equipment seal and housing for external damage. Should external damage by evident and/or the equipment seal be broken, the warranty will be void.			Shipping Estimate	\$ 200.00
Note 2: Payments terms are net 30 days. Customer is responsible for all freight charges, duties, and taxes.				
Note 3: This quotation is firm for a period of 30 days. Prices shown are applicable only to the instrument quoted herein. Any changes or deletion of one or more items may require quotation revision. If an order should result from this proposal, please address, and remit to Riegl USA, INC.			Total	\$ 189,157.00

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: Riegl USA, Inc.

Signed: [Signature]

Date: August 2, 2012

Title: President

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 exceed 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: Riegl USA, Inc.

Authorized Signature: *James H Van Rens* Date: August 2, 2012

State of Florida

County of Orange, to-wit: James H Van Rens

Taken, subscribed, and sworn to before me this 2nd day of August, 2012.

My Commission expires September 20, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC

Shannon L Trammell



RIEGL VZ-400[®]

- *very high speed data acquisition*
- *wide field-of-view, controllable while scanning*
- *high-accuracy, high-precision ranging based on echo digitization and online waveform processing*
- *multiple target capability*
- *superior measurement capability in adverse atmospheric conditions*
- *high-precision mounting pads for optional digital camera*
- *integrated inclination sensors and laser plummet*
- *integrated GPS receiver with antenna*
- *various interfaces (LAN, WLAN, USB 2.0)*
- *internal data storage capability*

The V-Line[®] 3D Terrestrial Laser Scanner **RIEGL VZ-400** provides high speed, non-contact data acquisition using a narrow infrared laser beam and a fast scanning mechanism. High-accuracy laser ranging is based upon **RIEGL's** unique echo digitization and online waveform processing, which allows achieving superior measurement capability even under adverse atmospheric conditions and the evaluation of multiple target echoes.

The line scanning mechanism is based upon a fast rotating multi-facet polygonal mirror, which provides fully linear, unidirectional and parallel scan lines. The **RIEGL VZ-400** is a very compact and lightweight surveying instrument, mountable in any orientation and even under limited space conditions.

Modes of Operation

- *stand-alone data acquisition without the need of a notebook, basic configuration and commanding via the built-in user interface*
- *remote operation via RISCAN PRO on a notebook, connected either via LAN interface or integrated WLAN*
- *well-documented command interface for smooth integration into mobile laser scanning systems*
- *interfacing to post processing software*

User Interfaces

- *integrated Human-Machine Interface (HMI) for stand-alone operation without computer*
- *high-resolution 3.5" TFT color display, 320 x 240 pixel, scratch resistant cover glass with anti-reflection coating and multi-lingual menu*
- *water and dirt resistant key pad with large buttons for instrument control*
- *loudspeaker for audible signaling of messages by voice*

- **As-Built Surveying**
- **Architecture & Facade Measurement**
- **Archaeology & Cultural Heritage Documentation**
- **City Modelling**
- **Tunnel Surveying**
- **Civil Engineering**

visit our website
www.riegl.com



RIEGL[®]
LASER MEASUREMENT SYSTEMS

System Configuration



Scanner Hardware **RIEGL VZ-400**

allows high-speed, high resolution and accurate 3D measurements

- Range up to 600 m @ Laser Class 1
- Repeatability 3 mm
- Measurement rate up to 122 000 measurements/sec
- Field of View up to 100° x 360°
- LAN/WLAN data interface, easily allowing wireless data transmission
- Operated by any standard PC or Notebook or cable less
- Fully portable, rugged & robust

Software **RISCAN PRO**

RIEGL software package for scanner operation and data processing

- Data archiving using a well-documented tree structure in XML file format
- Object VIEW / INSPECTOR for intelligent data viewing and feature extraction
- Straightforward Global Registration
- Interfacing to Post Processing Software



Digital Camera (optional)

provides high resolution calibrated color images

- NIKON D700, NIKON D300(s)
 - D700: 12.1 Megapixel, Nikon FX format
 - D300(s): 12.3 Megapixel
 - USB Interface

Mounting device with digital camera can be easily fixed by means of two knurled head screws. Precise position and orientation is provided by three supporting points. Power supply and USB 2.0 interface is provided by the scanner directly.

The combination of the key components **Scanner**, **Software** and **Camera** results in

- Automatic generation of high resolution textured meshes
- Photorealistic 3D reconstruction
- Exact Identification of details
- Online position and distance measurements
- Online setting of any virtual point of view

Global Scan Position Registration



Stand-alone Registration

- Integrated GPS receiver (L1)
- Integrated biaxial Inclination sensors (tilt range $\pm 10^\circ$, accuracy typ. $\pm 0.008^\circ$)
- Integrated compass, accuracy typ. 1°
(one sigma value, available for vertical scanner setup position)
- RISCAN PRO Processing and Multistation Adjustment Module (MSA)

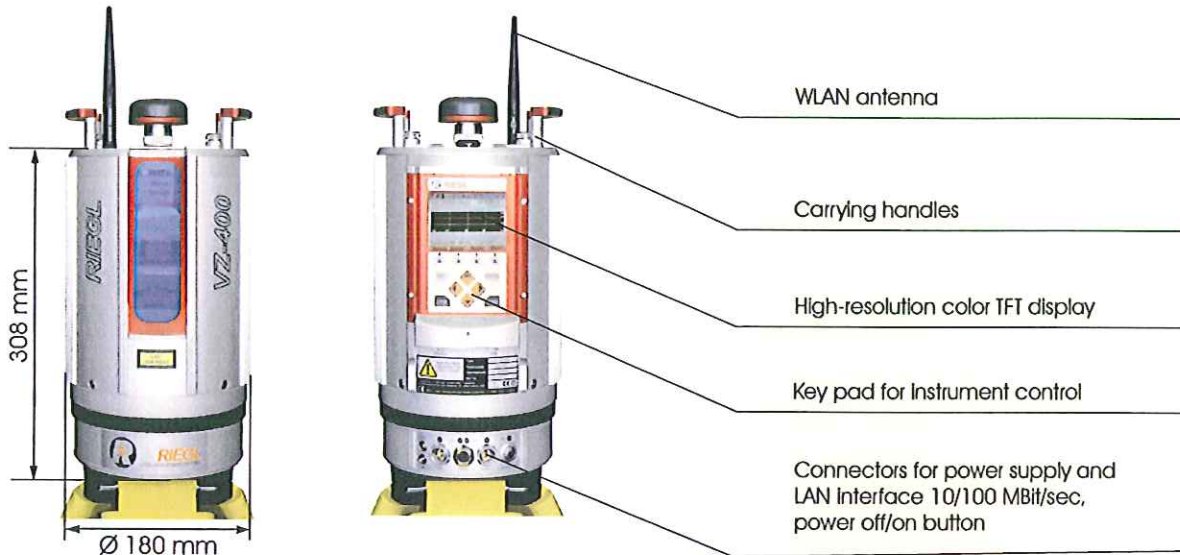
Registration via control points

- precise and fast fine scanning of retro-reflectors
- RISCAN PRO Processing

Totalstation-like-Registration

- setup above well known point (integrated laser plummet)
- Integrated Inclination sensors
- precise fine scanning of well known remote target (reflector)
- RISCAN PRO Processing Backsighting function

Operating Elements and Connectors



Communication and Interfaces

- LAN port 10/100/1000 MBit/sec within rotating head
- LAN port 10/100 MBit/sec within base
- Integrated WLAN Interface with rod antenna
- USB 2.0 for external storage devices (USB flash drives, external HDD)
- USB 2.0 for connecting the optional digital camera
- connector for GPS antenna
- two ports for external power supply
- connector for external GPS synchronization pulse (1PPS)
- connector for external GNSS receiver

Scan Data Storage

- Internal 32 GByte flash memory (1 GByte reserved for the operating system)
- external storage devices (USB flash drives or external hard drives) via USB 2.0 Interface



Power Supply

Add-on rechargeable battery

- optional add-on rechargeable battery pack (high power, high capacity NiMH cells)
- compact disc design, short-circuit-proof and protected connection pins
- rechargeable during standard scan operation via external power supply
- Integrated micro-controller based charging electronics
- easily pluggable to base of the laser scanner by central locking screw
- DC voltage source (11-32 V DC) sufficient for recharging



External power supply

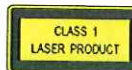
- Intelligent power supply management, up to three independent external power sources can be connected simultaneously for uninterrupted operation
- Reliable under- and over voltage protection
- Wide external voltage supply range 11-32 V DC
- Power consumption typ. 65 W
- LED Indicators for power status

Technical Data 3D Scanner Hardware RIEGL VZ[®]-400

Laser Product Classification

Class 1 Laser Product according to IEC60825-1:2007

The following clause applies for instruments delivered into the United States: Complies with 21 CFR 1040.10 and 1040.11 except for deviations pursuant to Laser Notice No. 50, dated June 24, 2007.



Physical Data

temperature range 0°C to +40°C (operation), -10°C to +50°C (storage)

protection class IP64 (dust and splash-proof)

weight approx. 9.6 kg

Range Performance¹⁾

	Long Range Mode	High Speed Mode
Laser PRR (Peak) ²⁾	100 kHz	300 kHz
Effective Measurement Rate ²⁾	42 000 meas./sec	122 000 meas./sec
Max. Measurement Range ³⁾ for natural targets $\rho \geq 90\%$ for natural targets $\rho \geq 20\%$	600 m 280 m	350 m 160 m
Max. Number of Targets per Pulse	practically unlimited ⁴⁾	
Accuracy ^{5) 7)}	5 mm	
Precision ^{6) 7)}	3 mm	

Minimum Range

1.5 m

Laser Wavelength

near infrared

Beam Divergence⁶⁾

0.3 mrad

1) with online waveform processing

2) rounded values

3) Typical values for average conditions. Maximum range is specified for flat targets with size in excess of the laser beam diameter, perpendicular angle of incidence, and for atmospheric visibility of 23 km. In bright sunlight, the max. range is shorter than under an overcast sky.

4) details on request

5) Accuracy is the degree of conformity of a measured quantity to its actual (true) value.

6) Precision, also called reproducibility or repeatability, is the degree to which further measurements show the same result.

7) One sigma @ 100 m range under RIEGL test conditions.

8) 0.3 mrad correspond to 30 mm increase of beamwidth per 100 m of range.

Scan Performance

Scan Angle Range

Scanning Mechanism

Scan Speed

Angular Stepwidth $\Delta \theta$ (vertical), $\Delta \varphi$ (horizontal)

Angle Measurement Resolution

Inclination Sensors

GPS receiver

Compass

Internal Sync Timer

Scan Sync (optional)

9) selectable

Vertical (Line) Scan

total 100° (+60° / -40°)

rotating multi-facet mirror

3 lines/sec to 120 lines/sec

0.0024° $\leq \Delta \theta \leq 0.288^\circ$ ⁹⁾

better 0.0005° (1.8 arcsec)

better 0.0005° (1.8 arcsec)

Horizontal (Frame) Scan

max. 360°

rotating head

0°/sec to 60°/sec¹⁰⁾

0.0024° $\leq \Delta \varphi \leq 0.5^\circ$ ⁹⁾

better 0.0005° (1.8 arcsec)

better 0.0005° (1.8 arcsec)

Integrated, for vertical scanner setup position, details see page 2

Integrated, L1 antenna

optional, for vertical scanner setup position, details see page 2

Integrated real-time synchronized time stamping of scan data

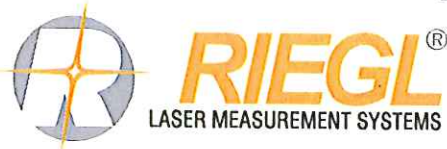
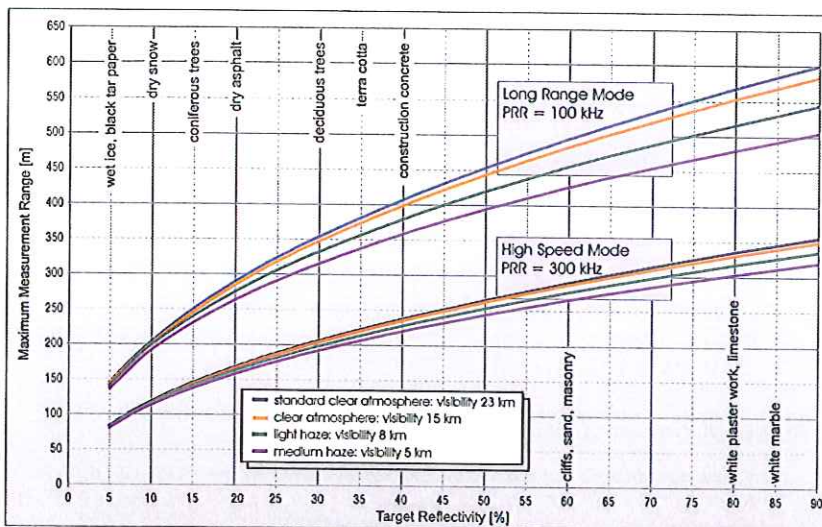
scanner rotation synchronization

10) frame scan can be disabled, providing 2D operation

Max. Measurement Range

The following conditions are assumed:

Flat target larger than footprint of laser beam, perpendicular angle of incidence, average brightness



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