



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

# Solicitation

NUMBER
7713003

PAGE
1

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

RFQ COPY

VENDOR

International Cybernetics  
 10630 7<sup>th</sup> Street North  
 Largo, FL 33777

SHIP TO

DIVISION OF HIGHWAYS  
 MATERIALS, CONTROL, SOILS,  
 & TESTING  
 190 DRY BRANCH DRIVE  
 CHARLESTON, WV  
 25306 304-558-8984

DATE PRINTED
10/24/2012

BID OPENING DATE: 11/08/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 02						
ISSUED TO DISTRIBUTE VENDOR QUESTIONS, AGENCY RESPONSES, AND CHANGE BID OPENING DATE/TIME PER THE ATTACHED.						
0001	1	LS		490-92	\$ 109,672.00	\$ 109,672.00
				THERMAL IMAGING SYSTEM		
***** THIS IS THE END OF RFQ 7713003 ***** TOTAL						\$ 109,672.00

RECEIVED  
 2012 NOV -8 AM 9:56  
 WV PURCHASING DIVISION

SIGNATURE <i>[Signature]</i>	TELEPHONE 727-547-0696	DATE 11/6/12
TITLE Vice-President	FEIN 59-1626392	ADDRESS CHANGES TO BE NOTED ABOVE

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

**SOLICITATION NUMBER: 7713003**  
**Addendum Number: 2**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Issued to distribute vendor questions, agency responses and change bid opening date and time:

From: 10/25/2012 - 1:30 P.M.

To: 11/08/2012 - 1:30 P.M.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

## QUESTION:

2. Does the request call for integration of the Thermal Imaging System with any existing systems?
  - a. If yes, which one.
  - b. In no, would that value-add be something that the DOT would consider in the evaluation?

## ANSWER:

2. No, it does not call for integration with any existing system.
- 2.b Integrating the thermal imaging system with the upgraded 5 Laser profiler would be something we would consider. Acceptance of this will rely on the vendor supplying the requested system or equivalent.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: 7713003**

**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 checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" 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.

International Cybernetics Corp  
Company

  
Authorized Signature

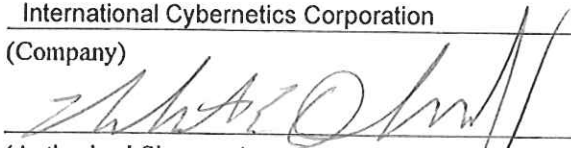
11/6/12  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
 Revised 6/8/2012

**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.

International Cybernetics Corporation  
(Company)

  
(Authorized Signature)

Robert E. Olenoski, Jr., Vice President  
(Representative Name, Title)

(727) 547-0696                      (727) 546-8633  
(Phone Number)                      (Fax Number)

11/06/2012  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** 7713003

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International Cybernetics Corporation  
 \_\_\_\_\_  
 Company  
  
 \_\_\_\_\_  
 Authorized Signature  
 11/06/2012  
 \_\_\_\_\_  
 Date

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

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Highways, MCS&T Division to establish a contract for the one time purchase of a Thermal Imaging System.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Desired Item”** means a Thermal Imaging System.
  - 2.2 **“Bid Evaluation Page”** means the page upon which Vendor should list its proposed price for the Desired Items in the manner requested by thereon. The Desired Item is either included on the last page of this RFQ or attached hereto as Exhibit A.
  - 2.3 **“RFQ”** means the official RFQ published by the Purchasing Division and identified as 7713003.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Desired Item Requirements:** Desired Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 **Roadscanners Road Doctor Thermal Diagnostics (RDTD) Thermal Imaging System, or equivalent.**
      - 3.1.1.1 The Thermal Imaging System must include a camera with a visual spectrum minimum resolution of 1024 X 768 pixel resolution with 16/32 bit depth and 64 Mb graphics Memory; Enclosure(s) to protect the cameras from the environment and include a lens allowing the passing of infrared waves thru to the SC325 camera with necessary mounting hardware; all necessary cables; software that includes a method to identify and catalog the various items in the pictures. These include driveways, utility poles, street signs, fire hydrants, intersections, etc. The identifying of the items may be done as pictures are taken, afterwards or both, with preference to the afterwards method to reduce any distractions to the driver (unless the identification is done by the software automatically).



REQUEST FOR QUOTATION  
[7713003] [Thermal Imaging System]

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The software must trigger cameras so images are captured simultaneously at a minimum of one picture every 25 feet at 60 miles per hour. The system supplied will also include software to analyze the infrared pictures for temperature variations; a distance measuring instrument (DMI), and any other necessary items to provide the Division with photos individually identified by DMI and/or GPS information.

**3.1.1.2** The Thermal Imaging System must be compatible with the Division's FLIR SC325 infrared camera and able to utilize the SC325 simultaneously with the system's camera.

**3.1.1.3** The thermal imaging system must accept GPS data in the NMEA 183 GGA format, if this Division supplies the GPS system. If the thermal imaging system does not support NMEA 183GGA input, the supplier must include both a GPS and a DGPS individually as optional purchases.

**3.1.1.4** The minimum requirement for the computer to run the system must be 1500 MHz Pentium IV or equivalent CPU with free memory capacity of 20 GB on hard disk and 1024 MB of RA memory and the operating system must be Windows7, Windows VISTA, Windows XP or Windows NT 2000. Please include an option to purchase the computer with the system.

#### 4. CONTRACT AWARD:

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

**4.2 Bid Evaluation Page:** 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Bid Evaluation Page to prevent errors in the evaluation.

**5. PAYMENT:**

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Desired Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Desired Items within sixty working days after receiving a purchase order or notice to proceed. Desired Items must be delivered to Agency at 190 Dry Branch Drive, Charleston, WV 25306.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Desired Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Desired Items from a third party.

Any Agency seeking to obtain the Desired Items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Desired Items F.O.B. destination to the Agency's location.

**6.4 Return of Unacceptable Items:** If the Agency deems the Desired Items to be unacceptable, the Desired 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 product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.


REQUEST FOR QUOTATION  
[7713003] [Thermal Imaging System]

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- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

Exhibit A

**Cost Sheet**  
**RFQ#: 7713003**

Item Number	Quantity	Unit of Measure	Description	Make/Model	"Or Equal" Part Number & Description	Unit Price	Total
1	1	ea	Thermal Imaging System	Roadscanner RDTD-pkg, or equal		\$103,887	\$ 103,887. -
2	1	ea	Computer System	See section 3.1.1.4		\$5,785	\$ 5,785. -
	1	ea	Installation				
	1	ea	Integration with Profiler				
<b>Grand Total</b>							<b>\$ 109,672.00</b>

For this price, this upgrade has to be done at the same time as the laser profiler upgrade

International Cybernetics Corp.

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: International Cybernetics Corporation

Authorized Signature: *[Signature]* Date: 11/06/2012

State of Florida

County of Pinellas, to-wit:

Taken, subscribed, and sworn to before me this 6<sup>th</sup> day of November, 2012.

My Commission expires 12/7/12, 20  .

AFFIX SEAL HERE

NOTARY PUBLIC *Lois Mary Somers*

