



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

Request for Quotation

RFQ NUMBER
DPS0834

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/01/2008				

BID OPENING DATE: **06/18/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-54		
<p>CRIME SCENE & CRASH SOFTWARE & RETS EQUIPMENT</p> <p>OPEN-END CONTRACT TO PROVIDE A REFLECTORLESS ELECTRONIC TOTAL STATION EQUIPMENT, CRASH AND CRIME RECONSTRUCTION SOFTWARE AND MAINTENANCE, PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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<p>(1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

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<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

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<p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A</p>						

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<p>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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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</p>						

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<p>CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

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WEST VIRGINIA STATE POLICE

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SEALED BID						
BUYER:				JOHN ABBOTT-----		
RFQ. NO.:				DPS0834-----		
BID OPENING DATE:				6/18/08-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DPS0834 ***** TOTAL: _____						

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**SPECIFICATIONS FOR
REFLECTORLESS ELECTRONIC TOTAL STATION EQUIPMENT,
ACCIDENT/CRIME RECONSTRUCTION SOFTWARE**

The West Virginia State Police desires to establish an open end contract for the purchase of Reflectorless Electronic Total Station equipment, crash and crime reconstruction software and maintenance contracts necessary in maintaining and/or upgrading this equipment/software. This contract shall be available for use by the West Virginia State Police, all other entities of State Government and all County Agencies and Municipalities. The WVSP reserves the right not to award a contract.

The purpose of these specifications is to establish minimum requirements for Reflectorless Electronic Total Station equipment and accident/crime reconstruction software used in the reconstruction of crash and crime scenes. The hardware specifications must meet or Exceed specifications for a Sokkia 530R3 total station and Data Collector TDS Recon 400X or equivalent. The Reconstruction software shall be (Visual Statement FX3 Pro Recon+ Accident/Crime reconstruction) and for the Data Collector shall be Visual Statement m-FX software. There are no exceptions on the software as Visual Statements Report Beam Crash Report and FX3 Reconstruction software are already licensed by the state and in use statewide. Vendors should complete the Bid Quotation form provided with this RFQ.

COMPLY?

1 GENERAL SPECIFICATIONS

Yes No

1.1 Brand and Compatibility – All electronic software components shall be Sokkia or equivalent or Sokkia compatible to ensure compatibility with desired equipment and all accessories of existing equipment.

1.2 Parts – All equipment shall be provided and must be fully operational upon delivery.

1.3 Support – A toll free number must be provided by the vendor to the State of West Virginia for technical support of both hardware and software and shall be utilized as necessary by the State of West Virginia at no additional cost for the duration of the contract and all renewals.

1.4 Software – Shall be Visual Statement FX3 Pro Recon+ Accident/Crime reconstruction software and Visual Statement m-FX Data collector software or equivalent.

2 TECHNICAL SPECIFICATIONS

General Requirements Regarding Specifications – The equipment provided shall be the most current model in production as offered by the manufacturer and shall be of quality and workmanship using materials and accepting standards of the industry. All equipment shall be new. Prototypes are not acceptable.

2.1 Reflectorless Electronic Total Station – Sokkia set 530R3, #655225, Reflectorless Electronic Total Station with Bluetooth or equivalent. _____

2.1.1 Two (2) Li-Ion Rechargeable Batteries _____

2.1.2 One (1) Quick Charger _____

2.1.3 One (1) Power Inverter 12 Volts to 110 Volts _____

2.1.4 One (1) Tribrach w/laser plummet _____

2.1.5 One (1) Mini Prism and Pole System _____

2.1.6 One (1) Strobe Prism in Tilting Mount _____

2.1.7 One (1) Prism Pole Crain 12' Alumilite _____

2.1.8 One (1) Bipod for Crain Prism Pole _____

2.1.9 One (1) Rotating Tripod Bracket for TDS Recon _____

2.1.10 One (1) Tripod Bag Cordura w/leather Bottom _____

2.2 Data Collector - TDS Recon 400X or equivalent with Visual Statement m-FX Data Collector Software installed. _____

2.2.1 256 MB Flash _____

2.2.2 64 MB RAM _____

2.2.3 10 Screen Protectors _____

2.2.4 North American AC Charger _____

2.2.5 Windows Mobile 5 _____

2.3 Software shall be Visual Statement FX3 Pro Recon+ Crash/Crime Reconstruction software or equivalent. _____

2.3.1 Additional quantities of software will be available. _____

2.3.2 The proposed solution must include two and three dimensional rendering of crash and crime scenes with 2D and 3D animation. _____

2.3.3 The proposed solution must be able to do complex calculations including, but not limited to, gunshot trajectories, muzzle velocities, crush on a car, drag, distance, precision timings, skid marks, triangulation, etc. _____

- 2.3.4** The proposed solution must allow user editing of three dimensional human model to allow trajectory calculations from wound information. _____
- 2.3.5** The proposed solution must be able to be used in arson investigations and have tools for accelerants and burn patterns. _____
- 2.3.6** Program must be able to display accurate crush profiles on vehicle. _____
- 2.3.7** Software must have tool(s) capable of doing linear momentum calculations on the diagram with detailed printable reports. _____
- 2.3.8** Software must have vehicle specs database incorporated showing at a minimum make, model, year of manufacture, object, overall length, overall width, overall height, wheel base, curb weight, longitudinal distance between center of the front bumper and the center of the base of the windshield, passenger car longitudinal distance between the center of the rear bumper and the center of the base of the backlight, station wagon and vans longitudinal distance between the backlight top moulding and the front door latch pillar, pick-ups longitudinal distance between the rearmost projection and the front door latch pillar, vertical distance between the base of the side glass and the lower edge of the rocker panel, maximum vertical height of the side glass, distance between side rails or maximum width of top, front overhang, rear overhang, front track width, rear track width, and front/rear weight distribution. Database must contain all vehicles sold in North America _____
- 2.3.9** The proposed solution must have reconstruction tools to build an animation based on skid marks, accidents, pedestrians struck, homicides, etc. _____
- 2.3.10** The software must include a live measurement log for working with manual measurements and/or imported measurements from a total station and/or data collector. _____
- 2.3.11** The proposed solution must have the ability to attach a finished diagram to e-mail for viewing outside of the solution. The file format shall be a common format ie. .jpg/.gif/.tif etc. _____
- 2.4 Maintenance** - This shall include upgrading the West Virginia State Police's current version of Visual Statement (FX3) to the newest version. Minimum of seven (7) licenses. _____
- 2.4.1** For every unit ordered, the vendor shall include: _____

2.4.1.1 Maintenance Manual(s) one (1) for every unit ordered. _____

2.4.1.2 Operator Manual(s) one (1) for every unit ordered. _____

2.4.1.3 A Training voucher to a certified training course. (min. of 15 students) to be conducted on site at the WVSP Academy. _____

2.5 Updates

2.5.1 All updates for firmware and software will be included at no charge, providing the maintenance fees are paid and current. _____

2.5.2 The vendor must provide, in writing, specifications on how updates to firmware and software are to be released. _____

3 WARRANTY

3.1 The warranty shall include both hardware and software.

3.1.1 The system shall be warranted by the manufacturer to be free from defects of material and/or workmanship for a minimum period of one (1) year. _____

3.1.2 All software will be warranted to be free of defects for the period of the hardware warranty. _____

3.1.3 All available updates to programming software, Visual Statement FX3 and Data Collector Visual Statement MFX along with firmware updates for the Sokkia 530R3, and Data Collector TDS Recon 400X shall be provided at no cost during the warranty period. _____

3.1.4 A price shall be provided showing any software subscription and/or annual maintenance fees that are expected after the end of the warranty period. _____

3.1.5 The vendor shall be responsible for all shipping and handling costs while warranty or maintenance contracts are in effect. _____

PRICE QUOTATION

Detail all cost items for hardware, software, implementation costs and training.

Price

1. COMPLETE PACKAGE PRICING

Sokkia Set530R3 Total Station and Accessories with Visual Statement FX3 Pro Recon +Accident and Crime Scene Reconstruction Software

TDS Recon Data Collector and Visual Statement MFX Software

Total Package Price for Items above Hardware and Software _____

2. PACKAGE #2 ALL HARDWARE NO VS FX3 PRO RECON+ ACCIDENT/CRIME RECONSTRUCTION SOFTWARE

Sokkia Set530R3 Total Station and Accessories

Data Collector TDS Recon 400X and Visual Statement MFX Software

Total Package Prices for Sokkia 530R and TDS Data Recon Collector with VS MFX Software. _____

INDIVIDUAL UNIT PRICING FOR REPLACEMENTS

3. SOKKIA 530R

- a. Sokkia Set530R3 Total Station _____
- b. One (1) set of two (2) Li-Ion Rechargeable Batteries _____
- c. One (1) Quick Charger _____
- d. One (1) Power Inverter 12 Volts to 110 Volts _____
- e. One (1) Tribrach w/laser plummet _____
- f. One (1) Mini Prism and Pole System _____
- g. One (1) Strobe Prism in Tilting Mount _____
- h. One (1) Prism Pole Crain 12' Alumilite _____
- i. One (1) Bipod for Crain Prism Pole _____
- j. One (1) Rotating Tripod Bracket for TDS Recon _____

- k. One (1) Tripod Bag Cordura w/leather Bottom _____
- 4. Data Collector - TDS Recon 400X**
- a. Collector - TDS Recon 400X _____
- b. 10 Screen Protectors _____
- c. North American AC Charger _____
- 5. Visual Statement FX3 Pro Recon+ Accident and Crime Scene Reconstruction Software** _____
- 6. Visual Statement m-FX Data Collector Software** _____
- 7. Annual Maintenance and Support Fees**
- a. Annual Maintenance for Software _____
- b. Annual Maintenance for First year on Hardware _____
- c. Annual Maintenance for Second year on Hardware _____
- d. Annual Maintenance for Third year on Hardware _____
- e. Annual Maintenance for Fourth year on Hardware _____
- 8. Training**
- a. Training seat voucher for five (5) day certified class to be held on site at the WVSP Academy. Min. 15 people _____
- b. Training seat voucher for five (5) day certified class per/person cost. _____
- TOTAL** \$ _____

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.

LICENSING: Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____