

CONTRACT #2
RFS # 349.01-00236
Edison # 36366

**Department of Safety and
Homeland Security
Tennessee Highway Patrol
Critical Incident Response
Team**

VENDOR:
Leica Geosystems, Inc.



**STATE OF TENNESSEE
DEPARTMENT OF SAFETY AND HOMELAND SECURITY**

**312 ROSA L. PARKS AVENUE
25TH FLOOR
NASHVILLE, TN 37243**

**BILL HASLAM
GOVERNOR**

**BILL GIBBONS
COMMISSIONER**

October 14, 2014

Leni Chick, Contract and Audit Coordinator
Fiscal Review Committee
Rachel Jackson Building, 8th Floor
320 Sixth Avenue North
Nashville, TN 37243

Mike Perry, Chief Procurement Officer
Central Procurement Office
Department of General Services
Tennessee Tower, 3rd Floor
Nashville, TN 37243

Justin P. Wilson, Comptroller of Treasury
Comptroller Procurement Compliance
Suite 1400, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-1402

Dear Ms. Chick, CPO Perry, and Comptroller Wilson:

The Department of Safety and Homeland Security ("TDOSHS") is requesting sole source approval to establish a three (3) year contract with Leica Geosystems for the purchase of three (3) 3D laser scanstations, a three (3) year Customer care (maintenance) package for each scanstation, and all the necessary parts, components, and software needed to properly set up and operate scanstations and to perform post scan analysis. Training for agency personnel will also be provided under this contract.

The Tennessee Highway Patrol's Critical Incident Response Team ("CIRT") Unit consists of thirteen (13) troopers, four (4) sergeants, and one (1) lieutenant, who are highly trained in traffic crash reconstruction and forensic mapping. The CIRT Unit's primary responsibility is to assist troopers in the investigation of serious motor vehicle crashes and a secondary responsibility of assisting other law enforcement agencies throughout Tennessee.

Upon acquiring these scanstations, TDOSHS will have the ability to map ranges, crash, and crime scenes in 3D. The Leica ScanStation P20 is both a panoramic camera and a 3D laser scanner combined into one unit.

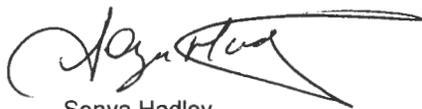
It quickly digitizes a scene in 3D using both panoramic photography and 3D laser scanning which is the process of making millions of highly accurate measurements in just a few minutes. It produces an accurate 3D representation of the scene, allowing for analyst to accurately make any measurement or reconstruct any scene that they may be called upon to document for evidentiary purposes. This scanstation and accompanying Mapscenes Forensic CAD Point Cloud Suite will be used for range certification analysis, pre-event planning, post-event forensic analysis, and additional tasks requested by the Handgun Division.

The three (3) year customer care package includes the following:

- **Hardware Maintenance (Year 1 and 2):** Leica Geosystems standard Hardware Maintenance is carried out by experienced technicians who know your instrument intimately. Annual service and service certificate will maintain optimum performance of your equipment.
- **Extended Hardware Maintenance (Year 3):** Leica Geosystems offers the extended Hardware Maintenance. This involves the annual service and service certificate PLUS a complete overhaul of the instrument.
- **Software Maintenance (Year 1 to 3):** Ensures that TDOSHS is kept up-to-date with the latest firmware and core application releases to maximize your productivity.
- **Customer Support (Year 1 to 3):** Telephone Access to experienced trained professionals who will work with TDOSHS to solve problems that arise. This service can be used for operational problems, instrument configuration issues and general advice. In addition, access to online support and service, enables to log support requests 24 hours per day.
- **Extended Warranty (Year 2 and 3):** All Leica Geosystems Surveying instruments come with a one-year warranty. Warranty can be extended to a maximum of 3 years. Labor and spare parts are fully covered. This gives TDOSHS total peace of mind in case of instrument breakdown.

The Department of Safety and Homeland Security respectfully submits the above referenced procurement for consideration and approval.

Sincerely,



Sonya Hadley
Fiscal Director

cc: Larry Godwin, Deputy Commissioner
Dereck Stewart, Lt. Colonel, Tennessee Highway Patrol
Lieutenant Anderson Shelton, Tennessee Highway Patrol, Critical Incident Response Team
Kippine Smith, Procurement Supervisor

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Kippine Smith	*Contact Phone:	615-251-5238		
*Presenter's name(s):	Deputy Commissioner Larry Godwin, Lt. Col. Dereck Stewart, Lt. Anderson Shelton,				
Edison Contract Number: <i>(if applicable)</i>	N/A	RFS Number: <i>(if applicable)</i>			
*Original or Proposed Contract Begin Date:	1/1/2015	*Current or Proposed End Date:	2/28/2018		
Current Request Amendment Number: <i>(if applicable)</i>	N/A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A				
*Department Submitting:	Safety and Homeland Security				
*Division:	Tennessee Highway Patrol Critical Incident Response Team				
*Date Submitted:	10/13/2014				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Leica Geosystems Inc.				
*Current or Proposed Maximum Liability:	\$ 532,296.00				
*Estimated Total Spend for Commodities:	\$ 532,296.00				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:2015	FY:2016	FY:2017	FY:2018	FY	FY
\$ 459,196.00	\$ 29,240.00	\$ 29,240.00	\$ 14,620.00	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		
*Contract Funding Source/Amount:					

Supplemental Documentation Required for
Fiscal Review Committee

State:	\$ 532,296.00	Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>	Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
N/A			
Method of Original Award: <i>(if applicable)</i>	N/A		
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?	<p>\$ 532,296.00, Vendor provided quote was used to determine the projected costs of this contract,</p>		
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.	<p>The Leica Scanstation is sold by Leica Geosystems and FLT Geosystems at a price of \$123,915.00.</p> <p>The Department wishes to purchase the products and maintenance packages from Leica Geosystems at the vendor offered discounted price of \$99,132.00 per scanstation. (not including maintenance)</p> <p>This scanstation is the only 3D laser scanning system made which combines all of the features and support infrastructure required to properly document scenes. The Mapscenes Forensic Point Cloud Suite is the only software capable of meeting the requirements for the post scan analysis of the ranges and is the point cloud suite recommended by and provided by Leica Geosystems Inc.</p> <p>The total cost for these scanstation systems is \$532,296.00. This includes three (3) Leica ScanStation 3D laser scanners, a three year maintenance package for each scanner, all of the necessary parts and components needed to properly set up and operate the scanstations, and the software necessary to complete the post scan analysis. Also included in the price is on-site training for the entire C.I.R.T. unit.</p> <p>The Department believes that this sole source procurement is in the best interest of the State because Leica Geosystems is that only vendor who offers the scanners, software, maintenance,</p>		

Supplemental Documentation Required for
Fiscal Review Committee

	<p>and training. If we were to purchase from FLT Geosystems we would still have to contract with Leica Geosystems to provide software, maintenance, and training. This system not only meets our requirements, but will offer our members the latest and best technology in 3D scanners. Our current capabilities do not allow us to map ranges, crash, or crime scenes in 3D, these systems will allow CIRT to assist the Handgun Division in meeting the Legislatively assigned range assessments.</p> <p>Additionally we performed internet research (policeone.com and Google.com), in an attempt to locate additional scanners with the same capabilities that performed with the same requirements. The Leica ScanStation P20 is the only ScanStation that has an internal camera with streaming video functionality including the ability to zoom. It also has a 3D position accuracy of 6 mm at a range of 100 meters and is capable of performing a 4 parameter or 6 parameter resection to allow working alongside our existing total stations. It has a dual-axis compensator with an accuracy of 1" and has the ability to perform an on-board measurement between a NIST traceable artifacts.</p>
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Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

APPROVED		APPROVED	
CHIEF PROCUREMENT OFFICER	DATE	COMPTROLLER OF THE TREASURY	DATE

Request Tracking #	34901-00236
1. Contracting Agency	Safety and Homeland Security
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	Lieutenant Andy C. Shelton, Sr. Tennessee Highway Patrol Critical Incident Response Team Commander 301 Plus Park Boulevard Nashville, TN 37243 Office (615) 251-5198 Fax (615) 248-5703 Cell (615) 306-2853 Anderson.Shelton@tn.gov
4. Brief Goods or Services Caption	Three (3) Leica P20 Scanstations and four licenses of Mapscenes Forensic Cad Point Cloud Suite.
5. Description of the Goods or Services to be Acquired	These ScanStations, will be able to provide our members with the technology and the ability to rapidly map ranges, crash, and crime scenes in 3D.

Request Tracking #	34901-00236
6. Proposed Contractor	Leica Geosystems Inc.
7. Name & Address of the Contractor's principal owner(s) – NOT required for a TN state education institution	Leica Geosystems Inc. 5051 Peachtree Corners Circle #250 Norcross, GA 30092 Phone (770) 326-9500 Toll Free (800) 367-9453 Fax (770) 447-0710
8. Proposed Contract Period – with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.	38 months
9. Office for Information Resources Pre-Approval Endorsement Request – information technology (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – state employee training	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$ 532,296.00
14. Was there an initial government estimate? If so, what amount?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, \$
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	Quote provided by the Vendor. Please see Attachment 3.
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	The vendor is offering the State a 20% discount based upon the quantity purchase of three systems in one order.
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	Email exchanges with the vendor have been saved.

Request Tracking #	34901-00236
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	<p>The Tennessee Highway Patrol's Critical Incident Response Team (CIRT) Unit consists of thirteen (13) troopers, four (4) sergeants, and one (1) lieutenant who are highly trained in traffic crash reconstruction and forensic mapping. The CIRT Unit's primary responsibility is to assist troopers in the investigation of the more serious motor vehicle crashes and a secondary responsibility of assisting other law enforcement agencies throughout Tennessee.</p> <p>Since becoming operational on April 1, 2001, the four (4) CIRT Teams have opened four thousand six hundred and fifty eight (4,658) inquiries across Tennessee thru July 14, 2014. These include departmental investigations, as well as a number of other investigations for state, federal, and local agencies, which include vehicular homicides, felony murder scenes, shooting scene investigations, and numerous other cases involving forensic mapping.</p> <p>The CIRT Unit is currently utilizing their extensive crash reconstruction training, the latest technically advanced equipment, and techniques possible to complete their investigative process. In order to accomplish the task placed upon the Handgun Division by the State Legislature of assessing all 188 handgun ranges in the State of Tennessee for certification, the CIRT Unit has been requested to provide their technical expertise and training in forensic mapping and measurement. The CIRT Unit will utilize the Leica P20 Scanstations and the accompanying Mapscenes Forensic Cad Point Cloud Suite to perform the tasks requested by the Handgun Division.</p> <p>Please see the Attachment 1 for more detail.</p>

Request Tracking #	34901-00236
19. Proposed contract impact on current State operations	<p>By using the P20 Scanstation to scan a range facility, the inspectors can return to a virtual model of the range days, months, or even years later. This ability allows the inspectors to support their initial findings for or against a certification. Additionally, by having the ability to return to an "as-seen" scan of the site, the inspector can compare new findings to initial findings. This comparative analysis can eliminate questions that may arise from decertification of a range that has fallen out of compliance or as exhibits in civil proceedings.</p> <p>The 3D scan data is available within minutes to provide investigators with a clear understanding of the condition of the range, crash or crime scene, without having to re-enter the scene. Depending on the scene and location, the scene can be scanned in as little as forty five (45) minutes, depending on the size and location.</p>

Request Tracking #	34901-00236
<p>20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.</p>	<p>This Leica ScanStation P20 is offered by Leica Geosystems Inc. This ScanStation is the only 3D laser scanning system made which combines all of the features and support infrastructure required to properly document ranges and scenes. Leica Geosystems Inc. is the only vendor that is able to meet the specifications and the only source in the United States for purchasing this system. The Mapscenes Forensic Point Cloud Suite is the only software capable of meeting the requirements for the post scan analysis of the ranges and is the point cloud suite recommended by and provided by Leica Geosystems Inc.</p> <p>TDOSHS plans to deploy our new 3D laser scanner to ranges or crime scenes with the likelihood of taking that scan data into State or federal courts, which at some point we may be subjected to a Daubert motion. A Daubert motion is a special case of motion in limine raised before or during trial to exclude the presentation of unqualified evidence to the jury.</p> <p>In 2013, a U.S. Federal Court issued a Daubert ruling affirming the scientific validity of Leica ScanStation evidence. Please see Attachment 2 for more</p> <p>There are over 100 case references where exhibits from a Leica ScanStation have been accepted in trials.</p>
For No Cost and Revenue Contracts Only	
<p>21. What costs will the State incur as a result of this contract? If any, please explain.</p>	N/A
<p>22. What is the total estimated revenue that the State would receive as a result of this contract?</p>	N/A
<p>23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.</p>	<input type="checkbox"/> NO <input type="checkbox"/> YES
<p>24. Summary of State responsibilities under proposed contract</p>	N/A
For Sole Source and Proprietary Procurements Only	

Request Tracking #	34901-00236
25. Explanation of Need for or requirement placed on the State to acquire the goods or services	Please see Question 18, and the included attachment.
26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	<p>With nearly 200 years of pioneering solutions to measure the world, Leica Geosystems offers a broad array of equipment, software and systems that capture accurately, model quickly, analyze easily, and visualize and present spatial information in 3D.</p> <p>Leica Geosystems is a global company with tens of thousands of customers supported by more than 2,400 employees in 21 countries and hundreds of partners located in more than 120 countries around the world. Leica scanners are used by law enforcement agencies in California, Washington, Georgia, New Mexico, Texas, and the Washington D.C.</p>
27. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, Method: Name/Address:
28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	3D scanning systems from Leica, FARO, and Topcon were reviewed and their specifications were weighed against the needs of the department. It was found that the FARO and Topcon 3D scanners were not comparable equipment in that they are not able to hold up to the standards of evidence used in the Tennessee or Federal Court systems. Additionally, the performance and accuracy of the FARO and Topcon scanners does not meet the needs of the department, nor are they compatible with existing equipment.
Signature Required for all Special Contract Requests	

Request Tracking #

34901-00236

Agency Head Signature and Date – *MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented circumstances*

Signature:



Date:

10/7/14



OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Contracts
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Kippine Smith
E-mail : Kippine.K.Smith@tn.gov

DATE : 9/15/2014

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 34901-00236

OIR Endorsement Signature & Date:

Mark Bongiorno
Chief Information Officer

10/6/2014

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Office for Information Resources (OIR) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Safety and Homeland Security
Agency Contact (name, phone, e-mail)	Lieutenant Andy C. Shelton, Sr. Tennessee Highway Patrol Critical Incident Response Team Commander 301 Plus Park Boulevard Nashville, TN 37243 Office (615) 251-5198 Fax (615) 248-5703 Cell (615) 306-2853 Anderson.Shelton@tn.gov

Applicable RFS # 34901-00236

Attachments Supporting Request (mark all applicable)

Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to OIR. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. OIR is aware that these documents will not have CPO signature when submitted with this request.

- Solicitation Document
- Special Contract Request
- Amendment Request
- Proposed Contract/Grant or Amendment
- Original Contract/Grant and Previous Amendments (if any)

Information Systems Plan (ISP) Project Applicability

To avoid delay of OIR pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to OIR. If necessary, agency IT staff should contact OIR Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required): Vicky Hutchings

- Applicable – Approved ISP Project#
- Not Applicable

Subject Information Technology Service Description

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.

Three (3) Leica P20 Scanstations and four licenses of Mapscenes Forensic Cad Point Cloud Suite. These ScanStations, will be able to provide our members with the technology and the ability to rapidly map ranges, crash, and crime scenes in 3D. Agency is seeking a sole contract.



Terms and Conditions

Event Number: **34901-00000XXXX – TDOSHS 3D Scanners, Software, and Maintenance**

Standard Terms and Conditions

Instructions to Bidders:

1. Read the entire bid, including all terms and conditions and specifications.
2. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures or other forms of alteration to unit prices must be initialed by the bidder.
3. If submitting the bid by mail, the bid must be manually signed in ink; failure to do so will cause rejection of your bid. If submitting the bid on-line, your electronic signature constitutes having signed the bid.
4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise specified.
5. Address all inquiries and correspondence to the Purchasing Agent indicated in the Invitation to Bid.
6. I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Central Procurement Office which are by reference made a part hereof, in addition to the Standard and Special Terms & Conditions, and Specifications embodied in this Invitation to Bid.
7. **IMPORTANT:** By submitting the bid, the Bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.
8. State statutes require that all bidders be registered prior to the issuance of a contract or a purchase order. Vendors/Bidders can register online at the State of Tennessee Supplier Portal:
<https://supplier.edison.tn.gov>.
9. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in my (our) offering.
10. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Central Procurement Office, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the State of Tennessee and the Vendor/Contractor (bidder) submitting such offering.
11. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State specifications covering such items. I (We) further agree, if awarded a contract or purchase order as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.

12. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Central Procurement Office.

13. The inclusion in any response of a limitation of remedies or liabilities clause may be cause for rejection, unless otherwise specified in this solicitation or in accordance with the provisions of *Tennessee Code Annotated* § 12-3-701 or Central Procurement Office Rules, policies or procedures.

14. All bidders have the right to inspect the bid file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested bidders should contact the Purchasing Agent following the bid opening date or once the file is open for the seven (7) day inspection period. A "File Open for Inspection" letter will be sent to all bidders detailing the bidder(s) recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the bid file will be provided to the bidder. If there is no request to inspect the bid file by the end of the seven (7) day inspection period, the Purchasing Agent will proceed with the award.

15. Protest by Vendor: Pursuant to Tenn. Code Ann. § 4-56-103, any actual proposer may protest. Please refer to the Central Procurement Office's website to obtain a copy of the protest procedures and protest bond requirements or contact the sourcing analyst or category specialist at 615-741-1035. The website for the Central Procurement Office is as follows: http://tn.gov/generalserv/cpo/for_bidders.html

16. Bid Mailing Instructions: Each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the bid opening date. Bids should be mailed in a properly labeled sealed envelope to the following address:

Department of General Services, Central Procurement Office
Attn: Bidder Services
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

17. Subject to paragraph 13, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106

18. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor/contractor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible for its performance, and that the officers and employees of the Department of General Services, Central Procurement Office, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

19. A bid must be received in the Central Procurement Office on or before the date and hour designated for the bid opening or the bid will be rejected.

20. The Central Procurement Office may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid (ITB), cessation of need, unavailability of funds, or any other reason approved by the Procurement Commission. The Procurement Commission has authorized rejection of all bids for failure to secure adequate competition. If an ITB is to be re-advertised, all prior bids shall remain closed to inspection until the evaluation of the re-advertisement is complete.

21. All present and former employees or officials of the State are referred to Tennessee Code Annotated 12-4-103.

22. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-bid conference or other scheduled function should contact the Central Procurement Office to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Central Procurement Office to provide such aid or service.

23. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

24. TAXES: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a) (4), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

25. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.

26. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.

27. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this event.

28. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a bidder shall include the manufacturer's universal resource locator (URL) for its MSDS in the event. For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository:MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdssearch.com>.

29. Conflict of Interest: The State may not consider a solicitation response from an individual who is, or within the past six (6) months has been, a state employee. For purposes of this solicitation, an individual shall be considered to be a "state employee" and prohibited from submitting a response to this solicitation for six (6) months after such time as all compensation for salary, termination pay, and annual leave has been paid to such state employee. A contract with or a solicitation response from a company, corporation, or any other contracting entity in which a controlling interest is held by a state employee shall be considered to be a contract with or a solicitation response from a state employee as though the state employee were submitting a response or entering a contract on his or her behalf. Notwithstanding the foregoing, a contract with or a solicitation response from a company, corporation, or any other contracting entity that employs an individual who does not own a controlling interest in such entity and who is, or within the past six months has been, a state employee shall not be considered a contract with or a solicitation response from a state employee and shall not constitute a prohibited conflict of interest.

30. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

31. State and Federal Compliance: The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

32. Professional Licensure and Department of Revenue Registration: All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this solicitation, shall be properly licensed to render such opinions. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

33. Prohibition of Illegal Immigrants: The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or

submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract. The contractor may appeal the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration.

As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semi-annually thereafter during the contract period. The records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following:

Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records.
Signed and dated Attestation Forms for your company that have been submitted to the Central Procurement Office and Attestation Forms obtained from subcontractor(s).

Note: The contractor shall be required to obtain prior approval to subcontract from the Central Procurement Office.

By authorized signature on this Invitation to Bid the contractor constitutes signing the Attestation Form for the initial six (6) months of the contract period. The contractor shall be required to submit signed Attestation Forms on a semi-annual basis from the start date of the contract period through to its completion date to the Central Procurement Office. Such attestations shall be maintained by the contractor in a permanent file on the vendor premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at http://tn.gov/generalserv/cpo/for_bidders.html

34. Modifications and Amendments: This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).

35. Records - Examination/Audit: The state may, at reasonable times, examine/audit the books and/or records of any vendor/ contractor where such books and/or records relate to the performance of any contract or subcontract with the state. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the vendor/contractor or subcontractor for a period of three (3) years from the date of final payment under the prime contract or subcontract. Said examination/audit may be performed at any reasonable time by the Central Procurement Office, the Comptroller of the Treasury, or their duly appointed representative(s).

36. HIPAA Compliance: The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This

provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

Special Terms and Conditions

1. F.O.B. Destination (Agency Term Contract)

F.O.B. Point:

Agency Name: Tennessee Department of Safety and Homeland Security

Address: Critical Incident Response Team
1148 Foster Avenue
Nashville, TN 37243
Office [\(615\) 251-5198](tel:6152515198)
Fax [\(615\) 253-5981](tel:6152535981)

2. Term of Contract - Multi-Year

Total Number of Years : 3

Start Date: January 01, 2015

Final End Date: December 31, 2018

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the State, as indicated by the purchasing agent's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date.)

RENEWAL OPTIONS: This contract may be renewed upon satisfactory completion of the initial contract term. The State reserves the right to execute up to the number of renewal options listed above annually under the same terms and conditions for a period not to exceed 12 months each by the State. It is mutually understood and agreed that the State's commitment is limited to a base term contract, not to exceed twelve (12) months, which is subject to renewal annually at the State's sole option.

It is understood and agreed that the State reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms and conditions. Provided, however, in no event shall the maximum term of a contract exceed a total of sixty (60) months.

3. Volume, Multi-Year

The total purchases of any individual item on the contract are not known. The Central Procurement Office has attempted to give an accurate estimate of probable purchases of each item from the current contract period and projected estimates for the new contract period. The Central Procurement Office does not guarantee that the state will buy any or all estimated amounts of any specified item or any total amount.

Purchases Current Contract Period \$ 0

Dates: New Contract

The vendor/contractor will only be paid for products or services rendered hereunder pursuant to purchase order releases issued to vendor/contractor from the state. The vendor/contractor is not entitled to be paid the maximum liability for any one year under the contract or any extensions of the contract for product or service not requested by the state. Maximum liability represents available funds for payment to vendor/contractor and does not guarantee payment of any such funds to the vendor/contractor per year under this contract unless the state requests product or service and vendor/contractor provides said product or service. The state is under no obligation to request product or service from vendor/contractor in any specific dollar amounts per year under this contract and the state may not request any product or service at all from vendor/contractor during the contract period.

4. Bids Requested on Standard State Specifications for Products and/or Services

Unit price bids are requested on products or services that equal or exceed (unless specifications limit the dimensions or brand(s)/model(s) of products to be bid). The absence of detailed specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. All interpretations of specifications shall be made from this statement. It is understood that the specifications or references to available specifications shall be sufficient to make the terms of such specifications binding on the vendor/contractor. Bidders must submit for bid evaluation applicable cuts, sketches, descriptive literature, and technical specifications covering the product offered, when applicable. Reference to literature submitted previously will not satisfy this requirement.

Bids requested on architect/engineer/designer specifications, if applicable. Bids are requested per architect/engineer/designer's specification attached. Bids are to be lump sum and/or unit prices as shown on the price sheet. Any errors or omissions in plans or specifications shall be resolved prior to submission of a bid. Submission of a bid shall constitute agreement and compliance with such specifications and plans. All shop drawings and product sheets required by specifications shall be submitted to architect/engineer/designer prior to fabrication and/or installation.

5. Bid Offer Expiration

Enter the expiration date of your bid offer in the space provided on this Invitation to Bid. A minimum period of thirty (30) days from the bid closing date is requested. The state shall have sixty (60) days to accept the bid if a minimum period is not stated.

6. Debarment and Suspension

The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

7. Delivery Time (On-Time)

The contractor shall be required to maintain or to have available for their own use personnel, equipment, and products sufficient to perform "on-time" as specified in this Invitation to Bid.

8. Freight F.O.B. State Agency (In-House)

All quotations shall be F.O.B. destination. The term F.O.B. destination shall mean delivered and unloaded in-house or on-site service, with all charges for transportation and unloading prepaid by the vendor/contractor.

9. Fixed Bid Price for Contract Period (No Price Increase Allowed)

Bid prices must be fixed for the term of the contract, except the state shall be advised of and receive the benefit of any price decrease in excess of five (5) percent automatically. The vendor/contractor must provide written price reduction information within ten (10) days of its effective date.

10. Bidder's Qualification

Bidders must, upon request of the state, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions and specifications. The Assistant Commissioner, Department of General Services, Central Procurement Office, reserves the right to make the final determination as to a bidder's ability to perform.

11. Insurance Required

The successful bidder(s) shall procure and maintain for the duration of the contract, at their own cost and expense insurance against claims for injuries to persons or damages to property including contractual liability which, may arise in connection with the performance of the work performed by the contractor, his agents, representatives, employees or subcontractors under the contract.

The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by an original or .pdf format document certificate of insurance. The certificate shall list the State of Tennessee as the certificate holder and must list the company name and address on file with the State. Should any of the policy coverage(s) provided have a major change, expire, or be canceled before the expiration date the Contractor shall fax or email vendor.insurance@tn.gov, a copy of their insurer's cancellation notice within two (2) business days of receipt. The State of Tennessee shall be held harmless for any injuries, claims or judgments against the contractor.

Certificates for liability coverages shall name the State of Tennessee Central Procurement Office as an additional insured. The following Insurance Coverages are required:

Workers' Compensation Insurance: a certificate shall be provided which indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee., and Employer's Liability with the following limits:

E.L. Each Accident\$500,000
E.L. Disease- Each Employee\$500,000
E.L. Disease - Policy Limit\$500,000

General Liability and Property Damage Insurance: Comprehensive General Liability Insurance, including but not limited to, bodily injury, property damage, contractual liability, products liability, with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

The successful bidder(s) shall provide the Central Procurement Office with an original certificate of insurance or .pdf format document as proof of insurance coverage, as stated above, naming the State of Tennessee, Central Procurement Office as additional insured, within ten (10) business days after request. If the certificate of insurance is in .pdf format, it must be received directly from the insurance company.

Upon award, failure to maintain insurance coverage for the duration of the contract period may result in cancellation of the contract. In the event that the insurance policy on file in the Central Procurement Office expires or is canceled, the contractor will be required to cease work until proof of insurance is presented.

12. Inspection/Facilities

The Central Procurement Office may inspect the facilities of any bidder or may require additional information regarding a bidder's ability to perform the proposed contract. Bids may be rejected for lack of apparent ability to perform the proposed contract.

13. Inspection of Materials, Equipment and Products

All materials, equipment, and products are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the state may seek damages regardless of whether a part or all of the merchandise has been consumed.

14. Bid Rejection

The Central Procurement Office reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the state.

Errors: Each correction made by the bidder on the bid response must be initialed in ink by each correction. No corrections will be made in pencil. No bid or line item shall be altered or amended after the bid opening. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above may be cause for rejection of part or the entire bid.

15. Single Award

A single contract for all line items will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. Prices shall be calculated as follows: The bidders unit bid price shall be multiplied by the line item quantity to obtain the line item total. If more than one line item is included in the bid document, each line item total shall be added together for a total price for all line items bid. The bidder must bid all line items to be considered for an award.

16. Award Criteria

An award shall be made to the lowest responsive and responsible bidder considering the following:

- Ability to Perform
- Conformity to Specifications
- Lowest Composite Score

17. State Contract Administrator

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee
Department of General Services, Central Procurement Office
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Attn: Daniel Leeson

18. Purchase Order Releases (Agency Term Contract)

Orders for products or services that are included on agency term contracts shall be prepared by agencies on Departmental Purchase Release Orders and forwarded to the vendor/contractor. These purchase orders, when received by the vendor/contractor, serve as authorization for shipment of product(s) or start of service.

Billing Instructions:

The vendor/contractor shall invoice the state only after product has been received by the user agency or upon completion of the service described in the purchase order/contract, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor shall submit an invoice, with all necessary supporting documentation, to the state agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract and/or purchase order number; (assigned by the state);
4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor);
7. To the above-referenced account name;
8. Contractor name;
9. Contractor Identification Number; (as referenced in the contract);
10. Contractor contact (name, phone, and/or fax for the person to contact with billing questions);
11. Contractor remittance address;
12. Description of delivered product(s) or service; and
13. Total amount due for delivered product(s) or service.

The contractor understands and agrees that the invoice shall;

- Include only charges for service described in contract or Purchase Order and in accordance with payment terms and conditions set forth in the contract or purchase order;
- Not include any future work but will only be submitted for completed service, unless otherwise authorized in writing by the user agency; and
- not include sales tax or shipping charges (unless otherwise stipulated in the contract or purchase order).

Payment: The contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.

19. Negotiations

The State may elect to negotiate by requesting revised Cost Proposals from apparently responsive and responsible respondents. However, the State reserves the right to award a contract on the basis of initial responses received. Therefore, each response should contain the respondent's best terms from a price and technical standpoint. The State reserves the right to conduct multiple negotiation rounds. If the State exercises its right to enter into negotiations, it may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications and/or requirements. The State may seek to clarify those identified issues during negotiations. All responsive respondents will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other price or service level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other method that does not reveal individual respondent pricing. During target price negotiations respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices. All communications, clarifications and negotiations shall be conducted in a manner that supports fairness in response improvement. Note that each clarification sought by the State may be unique to an individual respondent.

20. Contract Cancellation

Termination for Convenience: The State may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the State. The State shall give the vendor/contractor at least ninety (90) days written notice before the effective cancellation date.

The vendor/contractor shall be entitled to receive compensation for product(s) shipped or services satisfactorily completed as of the cancellation date, but in no event shall the state be liable to the vendor/contractor for compensation for any product(s) or services which have not been rendered.

Upon such termination, the vendor/contractor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

Termination for Cause: If the vendor/contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the vendor/contractor violates any terms of this contract, the State shall have the right to immediately terminate the contract upon written notice of intent to cancel. The State shall have the right to withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the contractor.

At the end of any fiscal year any contract may be canceled by the state without notice, in the event that funds to support the contract become unavailable.

The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the termination, if received by the vendor/contractor within a period of thirty (30) days following the date of cancellation.

21. Subcontracting

The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without obtaining the prior written approval of the Central Procurement Office. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work provided.

22. Service Contracts: Conflict of Interest

The contractor warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract.

23. Damages

If state property is damaged, stolen or lost as a result of vendor/contractor employees' negligence and that property has to be repaired or replaced by the state, the expense for such work or replacement will be deducted from the monies due the contractor. In addition to the foregoing, the State reserves the right to pursue claims for damages through any and all legal remedies available to the State.

24. Substitution

Substitution of one or more goods, brands or manufacturers after the contract is awarded is expressly prohibited unless approved in writing by the State. The State may, at its discretion, require the contractor to provide one or more substitute goods of equal quality, subject to the approval by the State, for the same price and on the same delivery terms, if one or more goods for which the contract was awarded becomes unavailable to the contractor.

25. Department of Revenue Registration

The contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

21. Specifications Govern Over Brand Names Listed

The acceptable brands and model numbers are believed to meet all written specifications; however, if an error exists, the specifications will govern.

**STATE OF TENNESSEE DEPARTMENT
OF GENERAL SERVICES CENTRAL
PROCUREMENT OFFICE**

INVITATION TO BID

The following shall be completed by the bidder. The following is a list of acceptable responses:

1. The bidder can copy the document to their computer, fill out the form and re-attach it to the bid.
2. The bidder can attach or send its company's diversity business policies with the bid.
3. The bidder can attach or send responses to the Good Faith Efforts, Diversity Business Participation, and the Diversity Utilization Plan with the bid.

EFFORTS TO ACHIEVE DIVERSITY BUSINESS ENTERPRISE PARTICIPATION

The Governor, in an effort to expand economic opportunities for small businesses and businesses owned by minorities and women in Tennessee, issued Executive Order Number 14 on December 8, 2003, which created the Governor's Office of Diversity Business Enterprise (Go- DBE). In 2004, to further facilitate the State's efforts to promote greater participation by minority owned, woman owned and small businesses in its procurement and contracting opportunities, the General Assembly passed legislation amending Tennessee Code Annotated 12-3-801 through 808 establishing the "Tennessee Minority Owned, Woman Owned and Small Business Procurement and Contracting Act." July 1, 2010 Public Chapter No. 1140 became effective by amending Title 12, Chapter 3, and Part 8 relative to include service-disabled veteran owned businesses. To coordinate this effort, Go-DBE and the Department of General Services' Central Procurement Office have implemented the following procedure:

The vendor or prime contractor should contact appropriate sources within its geographic area to identify qualified minority owned, woman owned, service-disabled veteran owned and small businesses for this purpose. If needed, the Governor's Office of Diversity Business Enterprise can provide a list of minority owned, woman owned, service-disabled veteran owned and small businesses who provide an array of services or a vendor may advertise in a newspaper with one or more wide-circulation publications to enhance the solicitation of proposals from minority owned, woman owned, service-disabled veteran owned and small businesses.

To assist you in your effort to seek and solicit the participation of minority owned, women owned, service-disabled veteran owned or small businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <http://www.tn.gov/businessopp/regdivcomp.html> : or by calling the Governor's Office of Diversity Business Enterprise toll free at 866-894-5026. If you are currently utilizing a minority owned, women owned, service-disabled veteran owned or small business that is not listed in the State's directory, please provide its company name, address and telephone number in the space provided. We will assist them in registering with the Governor's Office of Diversity Business Enterprise.

Please complete the attached form and include all pertinent documentation regarding your company's efforts to achieve diversity business participation. This information must be submitted with the bid document and monthly thereafter until a reasonable level of diversity business participation is achieved.

GOOD FAITH EFFORTS

GOOD FAITH EFFORTS UNDERTAKEN BUT NOT LIMITED TO THE FOLLOWING ACTIONS (PROVIDE SPECIFIC DOCUMENTATION FOR EACH EFFORT CHECKED)

- 1) ___ Contacted diversity businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on the Go-DBE Directory. (Provide a list of minority, women, service-disabled veteran owned and small businesses who were contacted. Indicate whether the diversity business responded or followed up to your solicitation request.)
- 2) ___ Make the specifications and requirements of this procurement available for review by prospective diversity businesses at least ten (10) days before the bid or proposals are due.
- 3) ___ If possible, breaking down or combining elements of work into economically feasible units to facilitate diversity business participation.
- 4) ___ Work with minority, women, service-disabled veteran owned, and small business trades, community organizations, or minority, women, service-disabled veteran owned or small business organizations identified by Go-DBE to obtain diversity businesses participation, whenever possible.
- 5) ___ If possible, provide assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for diversity business subcontractors.
- 6) ___ Negotiate in good faith, with interested diversity businesses, and not reject them as unqualified without sound reasons based on lack of qualification, and document in writing the reasons for exclusion.
- 7) ___ If possible, provide assistance to an otherwise qualified diversity business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assist diversity businesses in obtaining the same unit pricing with the bidder's suppliers, in order to help diversity businesses establish credit.
- 8) ___ If possible, negotiate joint venture and partnership arrangements with diversity businesses in order to increase opportunities for diversity business participation on this procurement.
- 9) ___ If possible, provide quick pay agreements, and policies to enable diversity businesses and suppliers to meet cash-flow demands.
- 10) ___ Other effort. (Please provide details of efforts made to obtain diversity participation on the procurement).

DIVERSITY BUSINESS PARTICIPATION:

In order to achieve Diversity Business participation, certified **MINORITY-OWNED, WOMEN-OWNED, SERVICE-DISABLED VETERAN OWNED, AND SMALL-OWNED BUSINESSES** are expected to participate in the following manner.

<p align="center">MBE/WBE/ SDVBE/SBE Firm</p>	<p align="center">Description of Work (MBE/WBE/ SDVBE, SBE)</p>	<p align="center">Projected Contract Amount and Award Date</p>	<p align="center">Contract Schedule Start Date</p>	<p align="center">Contract Payment Schedule</p>	<p align="center">Project Completion Date</p>
<p>Name:</p> <p>Address:</p> <p>City:</p> <p>State/Zip Code:</p> <p>Phone:</p> <p>E-mail:</p>					
<p>Name:</p> <p>Address:</p> <p>City:</p> <p>State/Zip Code:</p> <p>Phone:</p> <p>E-mail:</p>					

DIVERSITY UTILIZATION PLAN

CONSULTANT/CONTRACTOR DETAILED MBE/WBE/SDVBE/SBE PLAN

Business/Company/Vendor Name:		
Event/Contract Number:		Award Date:
Address:	City:	State: Zip Code:
Event/Contract Description: (Brief Description of Project)		
Business/Company/Vendor Contact Name:		Phone: E-Mail:

PROJECTED MBE/WBE/SDVBE/SBE BID SUMMARY

	%	Amount		Amount
1. Total Dollar Value of the Contract	100%	\$		
2. MBE Projected Goal Applied to the Contract	____%	\$	6. Total MBE Dollar Amount Met	\$
3. WBE Projected Goal Applied to the Contract	____%	\$	7. Total WBE Dollar Amount Met	\$
4. SDVBE Projected Goal Applied to the Contract	____%	\$	8. Total SDVBE Dollar Amount Met	\$
5. MBE/WBE/SDVBE Combined Projected Goals	____%	\$	9. Combined Total MBE/WBE/SDVBE Dollar Amount Met	\$

Go-DBE PROGRAM USE ONLY

		Date Approved	Date Disapproved	Initials
MBE (%)	Minorities (%)			
WBE (%)	Female (%)			
SDVBE (%)	Service-disabled veteran (%)			



TENNESSEE DEPARTMENT OF SAFETY
1150 Foster Avenue
Nashville, Tennessee 37249-1000

Bill Haslam
GOVERNOR

Bill Gibbons
COMMISSIONER

Scope:

The purpose of these specifications is to purchase 3D laser scanning systems to assist with investigations by members of the Critical Incident Response Team (C.I.R.T.).

These 3D laser scanning systems will help members of the C.I.R.T. at major crime and crash scenes, shooting scenes in which involve members of the Tennessee Department of Safety and Homeland Security, explosion scenes and other high profile incidents that may arise.

These systems can also be used to document critical infrastructure across the state, for security preplanning and also for the 3D measurement of public shooting ranges for code compliance.

Section One - General Specifications & System Configuration

The requirement is for:

- (3) Compact, ultra-high speed pulsed laser scanners with tribrachs, transport cases, A/C power supplies and three years of scanner hardware warranty
- (12) Internal Li-ion batteries
- (3) Battery chargers each capable of charging 4 batteries in one session with car adaptors
- (3) Scanner mounting systems to include heavy duty tripod, tripod stabilizer, tripod dolly and scanner floor stand
- (3) Years of annual 3D laser scanner service and maintenance for each scanner to include:
 - Access to technical support hotline
 - Scanner firmware updates
 - Annual scanner recalibration
 - Preventive maintenance performed as part of recalibrations or warranty service to include function check, cleaning and lubrication
- (3) Forensic Data Collectors
- (4) Lightweight scanner transport cases
- (3) Scanner wireless controllers in ruggedized cases
- (3) Seats of navigation, measurement & modeling software
- (3) Seats of laser scan registration and geo-referencing software
- (3) Seat of publishing software for creating data sets for access, viewing, measurement and mark-up via free web viewer

- (5) Seats of desktop forensic mapping software with point cloud and animation modules
- (3) Years of software maintenance and support for all software products
- Scanner targets and accessories to include:
 - (3) NIST traceable twin-target poles
 - (15) Twin target pole tripods and with bags
 - (15) Fixed height target poles
 - (18) 6" planar tilt & turn target with magnetic mount
 - (9) Target bags
 - (6) 8 gallon plastic target transport containers
- (3) 32 GB USB flash drive
- (16) Days of on-site consulting services

Section 2 - Laser Scanner Hardware Performance

Instrument Type	<ul style="list-style-type: none"> • Ultra-high speed time-of-flight pulsed laser scanner enhanced by Waveform Digitizing (WFD) technology • Scan rate of up to 1,000,000 points per second • Dual-axis compensation with an resolution of 1" • Laser plummet with centering accuracy of 1.5 mm at 1.5 m
Laser Class	<ul style="list-style-type: none"> • Class 2 (per IEC 60825-1)
Internal Camera	<ul style="list-style-type: none"> • Auto-adjusting, integrated high-resolution digital camera with parallax-free zoom video
User Interface	<ul style="list-style-type: none"> • Onboard control via color VGA display, notebook or tablet PC, PDA (iPad, iPhone or Android smart phones)
Data Storage	<ul style="list-style-type: none"> • Integrated solid-state drive (min 256 GB) or external USB drive
Batteries and charging system	<ul style="list-style-type: none"> • Onboard, Lithium-Ion with two installed at a same time option • Simultaneous use and hot swappable without user intervention • Duration > 7 hours using two batteries • Charger able to charge four batteries in one session
Environmental	<ul style="list-style-type: none"> • Dust / Humidity rating minimum of IP54 • Enclosed optics protecting mirror • Operating temperature -4 ° F to 122 ° F
Range	<ul style="list-style-type: none"> • Up to 120 m @ 18% reflectivity • Minimum range 0.4m • Fully operational between bright sunlight and complete darkness. Range must be unaffected by sunlight.
Range Noise	<ul style="list-style-type: none"> • 1.5 mm rms at 100 m to a white surface with 100% reflectivity
Target Acquisition	<ul style="list-style-type: none"> • 2 mm standard deviation up to 50 m
Field-of-view	<ul style="list-style-type: none"> • 360° horizontal by 270° vertical

- 3D Position Accuracy of a Single Measurement**
 - 3mm at 50 m. / 6mm at 100 m (3 dimensional position accuracy)
- Aiming/Sighting**
 - Parallax-free, integrated zoom video
- Supported workflows**
 - Onboard support of standard surveying workflows such as traversing via backsight / foresight
 - Onboard ability to measure between scanned targets
 - Scanner height measurement via

Section 3 - Software Performance

3.1 Laser Scan Registration and Geo-Referencing Software

- Constraint Management**
 - Create cloud constraints from complete or partial point clouds
- Target management and registration**
 - Target based; geo-referenced to survey control data
 - Wizard driven cloud-to-cloud capability
 - Accurate results via bundle adjustment techniques
- Diagnostics**
 - Overall accuracy reports
 - Target constraint error reporting
 - Cloud constraint Root Mean Square (RMS) error and histogram
- Traverse Data Management**
 - Office-side traverse content management including add, remove, edit targets, re-run traverse

3.2 Navigation, Measurement, and Modeling Software

- Large point cloud management**
 - 3D limit boxes, slices, interactive visualization of massive data sets
- Visualization**
 - Full 3D fly, pan, zoom, rotate.
 - Control color mapping using intensity, true-color, gray scale, color by elevation, one-sided (front or back), silhouette
 - Map external photo to point cloud.
 - Key plan and panoramic viewing.
- 3D Modeling**
 - Least-squares fitting of 3D geometry
 - User defined error tolerance
 - Statistical QA reports
- Animation**
 - Create fly-through animations in 3D point clouds and models

3.3 Publishing Software for Free Web Viewing

- | | |
|-------------------|--|
| Publishing | <ul style="list-style-type: none">• Sitemap as HTML with links to web compatible image sets• Panoramic point cloud & image file sets, optionally including photographic background imagery and/or 3D models for viewing with web compatible image sets• Publish Geotag and import lists of GeoTags generated from other data sources |
| Export | <ul style="list-style-type: none">• BMP, TIFF, JPEG, PNG, Ortho Image, GeoTIFF, TWF |

3.4 Desktop Forensic Mapping Software

- | | |
|--|---|
| Evidence Integrity | <ul style="list-style-type: none">• Must create a separate, protected database file of measurement data• Automatic backup of downloaded files• Multilayered database structure• Point Protection warning if any attempt is made to change point coordinates• Notation in database if any changes made to point data• Backs up of previous drawing and database at every save |
| Integrated Point Cloud with CAD | <ul style="list-style-type: none">• Dual-screen operation displays point cloud view in one window, CAD in the other• Can draw lines, arcs, circles, points, and polylines, as well as Extend, Trim, and Fillet directly in the point cloud• Temporary and Live Draw modes display created entities in the CAD drawing in real time• Incorporates the Tech Soft HOOPS graphics system |
| Keyframe-Based Animation | <ul style="list-style-type: none">• Animate CAD objects directly in the point cloud• Place static and animated cameras throughout the cloud• Animation paths are supported – with object follow, or cameras on or inside objects• Images or videos can be exported in BMP, JPG, PNG, TIFF, AVI, MPG, DivX, MOV formats |

4.0 On-Site Training

- Forensic 3D laser scanner training must be approved by the International Association of Identification's Crime Scene Certification Board as counting towards IAI Crime Scene Certification requirements
- Public safety-specific training manuals to be provided to students
- Travel expenses to be included

5.0 Other requirements

Upon request the vendor must provide:

- References from at least ten other police agencies in the United States
- Documentation showing that a federal judge has granted a Daubert motion to affirmatively admit the vendor's 3D laser scanner evidence in a trial.

Mary Walker

From: Anderson Shelton
Sent: Tuesday, August 05, 2014 9:58 AM
To: Mary Walker
Subject: RE: Leica request for purchase

Ms. Walker,

Per our conversation this morning, here is some information about how CIRT will be assisting the Handgun Division with the Scanstations.

The Leica 3D Scanstations will be used by the Critical Incident Response Team (CIRT) to scan handgun ranges during their initial certification process. By doing this, the CIRT unit will be able to provide the Handgun Division with a detailed three-dimensional map and measurements of a range. The Handgun Division will be able to use this information to determine if the range is within the safety standards established under the regulations.

In addition to using the Scanstation to perform initial assessments of the ranges, CIRT will assist the handgun Division by performing scans at ranges when called upon. These instances may include responding to an incident at a range, or possible decertification of a range. CIRT will also scan ranges, when called upon, for periodic recertification inspections. If you need any additional information in this matter, please feel free to give me a call.

Thank you.

Lieutenant Andy C. Shelton, Sr.
Tennessee Highway Patrol
Critical Incident Response Team
Commander
301 Plus Park Boulevard
Nashville, TN 37243
Office (615) 251-5198
Fax (615) 248-5703
Cell (615) 306-2853
Anderson.Shelton@tn.gov

*after 3 years will have an
annual cost to recalibrate*

Department's Mission:

To serve, secure, and protect the people of Tennessee.

Department's Vision:

To be a national leader in best practices that enhance public safety and customer service.

From: Mary Walker
Sent: Tuesday, August 05, 2014 9:29 AM
To: Anderson Shelton
Subject: RE: Leica request for purchase

Thank you Lt. I'll get with Sonya, and if I need anything further, I'll let you know.

Thanks,



**STATE OF TENNESSEE
DEPARTMENT OF SAFETY AND HOMELAND SECURITY**

**312 ROSA L. PARKS AVENUE
23RD FLOOR
NASHVILLE, TN 37243**

**BILL HASLAM
GOVERNOR**

**BILL GIBBONS
COMMISSIONER**

July 14, 2014

Commissioner Larry Martin
Department of Finance and Administration
Tennessee State Capitol
Nashville, TN 37243-0285

Dear Commissioner Martin:

The Handgun Division is respectfully requesting to acquire three Leica P20 Scanstations and four licenses of Mapscenes Forensic Cad Point Cloud Suite. The Leica P20 Scanstations and Mapscenes Forensic Cad Point Cloud Suite will be used by the Tennessee Highway Patrol's Critical Incident Response Team (CIRT) in assessing handgun ranges for certification and documenting the condition of those ranges in an "as-seen" manner.

The Tennessee Highway Patrol's Critical Incident Response Team (CIRT) Unit consists of thirteen (13) troopers, four (4) sergeants, and one (1) lieutenant, who are highly trained in traffic crash reconstruction and forensic mapping. The CIRT Unit's primary responsibility is to assist troopers in the investigation of the more serious motor vehicle crashes and a secondary responsibility of assisting other law enforcement agencies throughout Tennessee.

Since becoming operational on April 1, 2001, the four (4) CIRT Teams have opened four thousand six hundred and fifty eight (4,658) inquiries across Tennessee thru July 14, 2014. These include departmental investigations, as well as a number of other investigations for state, federal, and local agencies, which include vehicular homicides, felony murder scenes, shooting scene investigations, and numerous other cases involving forensic mapping.

The CIRT Unit is currently utilizing their extensive crash reconstruction training, the latest technically advanced equipment, and techniques possible to complete their investigative process. In order to accomplish the task placed upon the Handgun Division by the State Legislature of assessing all 224 handgun ranges in the State of Tennessee for certification, the CIRT Unit has been requested to provide their technical expertise and training in forensic mapping and measurement. The CIRT Unit will utilize the Leica P20 Scanstations and the accompanying Mapscenes Forensic Cad Point Cloud Suite to perform the tasks requested by the Handgun Division.

The Leica ScanStation P20 is both a panoramic camera and a 3D laser scanner combined into one unit. It quickly digitizes an area in three dimensions using both panoramic photography and

3D laser scanning which is the process of making millions of highly accurate measurements in just a few minutes. It produces an accurate 3D representation of the scene from which any measurement can be made, allowing for offsite analysis and measurements any time thereafter. This scanning system can be used for highly accurate measurement, 3D modeling, and post-event forensic analysis.

By using the P20 Scanstation to scan a range facility, the inspectors can return to a virtual model of the range days, months, or even years later. This ability allows the inspectors to support their initial findings for or against a certification. Additionally, by having the ability to return to an "as-seen" scan of the site, the inspector can compare new findings to initial findings. This comparative analysis can eliminate questions that may arise from decertification of a range that has fallen out of compliance or as exhibits in civil proceedings.

As stated above, the Handgun Division is requesting four software licenses of Mapscenes Forensic Cad Point Cloud Suite, which is a modeling software needed for point cloud Computer Assisted Design (CAD) drawing, data extrapolation, data analysis, and highly accurate measurement. The point cloud is a type of dataset produced by 3D scanners. The diagramming software currently used by the department is not capable of handling the volume of data generated by the scanstation. Diagramming or CAD modeling software is needed in order to generate a diagram or map of each range that is scanned and do any additional analysis that may be required.

The old maxim that "you only get one shot at the crime scene" no longer applies as investigators and prosecutors will have the ability to return to the 3D crime scene anytime and make additional measurements or examine eyewitness viewpoints. This can be done months or years later.

The 3D scan data is available within minutes to provide investigators with a clear understanding of the crash or crime scene, without having to enter the scene. Depending on the scene and location, the scene can be scanned in as little as forty five (45) minutes, depending on the size and location.

This Leica ScanStation P20 is offered by Leica Geosystems Inc. This ScanStation is the only 3D laser scanning system made which combines all of the features and support infrastructure required to properly document scenes. Leica Geosystems Inc. is the only vendor that is able to meet the specifications and the only source in the United States for purchasing this system. The Mapscenes Forensic Point Cloud Suite is the only software capable of meeting the requirements for the post scan analysis of the ranges and is the point cloud suite recommended by and provided by Leica Geosystems Inc.

The total cost for these ScanStation systems and the bundled software are \$532,296.00. This includes the Leica ScanStation 3D laser scanners, three (3) year care packages, all of the necessary parts and components needed to properly set up and operate the ScanStations, and the software necessary to complete the post scan analysis. Also included in the price is on-site training for the entire C.I.R.T. unit for a total of eight (8) days. This training will be broken up into two (2) separate four (4) day sessions.

Commissioner Martin
C.I.R.T. Leica ScanStation P20
July 14, 2014
Page 3 of 3

Your favorable consideration of this request would be appreciated. In addition, should you have any questions or require any additional documentation, please do not hesitate to contact my office.

Respectfully,



Bill Gibbons
Commissioner

- when it has to be right



January 23rd, 2014

Tennessee Highway Patrol
Lt. Colonel's Office
1150 Foster Avenue
Nashville, TN 37243

Attn: Col. Dereck Stewart

Re: Proposals for Additional Leica Geosystems ScanStations

Colonel Stewart,

Thank you for the opportunity to provide the Tennessee Highway Patrol with this proposal for additional Leica ScanStation 3D laser scanning systems, this time based upon the new ScanStation PS20.

I am pleased to offer the THP a 20% discount based upon a quantity purchase of three systems on one order. Please let me know if you have any questions.

Thank you sir.

Sincerely,

A handwritten signature in black ink that reads "Tony Grissim".

Tony Grissim
Major Account Manager – Public Safety Group
Leica Geosystems, Inc.
Phone +1 831 643 2972 tony@lgshds.com

Leica Geosystems Inc.
5051 Peachtree Corners Circle ,Suite 250
Norcross, GA 30092



**STATE OF TENNESSEE
DEPARTMENT OF SAFETY AND HOMELAND SECURITY**

**312 ROSA L. PARKS AVENUE
23RD FLOOR
NASHVILLE, TN 37243**

**BILL HASLAM
GOVERNOR**

**BILL GIBBONS
COMMISSIONER**

MEMORANDUM

TO: Chief Procurement Officer Mike Perry
FROM: Commissioner Bill Gibbons *BH*
DATE: July 14, 2014
SUBJECT: Sole Source Status Request for 3D Scanning Station

This letter serves as a request for the sole source approval for the purchase of a 3D Laser ScanStation. This is a Leica ScanStation P20 scanner.

The focus of this purchase is to provide our members with the capabilities of producing 3D scans of crash and crime scenes. The Tennessee Highway Patrol's Critical Incident Response Team (CIRT) Unit consists of thirteen (13) troopers, four (4) sergeants, and one (1) lieutenant, who are highly trained in traffic crash reconstruction and forensic mapping. The CIRT Unit's primary responsibility is to assist troopers in the investigation of serious motor vehicle crashes and a secondary responsibility of assisting other law enforcement agencies throughout Tennessee.

Since becoming operational on April 1, 2001, the four (4) CIRT Teams have opened four thousand six hundred and fifty eight (4,658) inquiries across Tennessee through July 14, 2014. These include departmental investigations as well as a number of other investigations for state, federal, and local agencies, which include vehicular homicides and shooting scene investigations.

The CIRT Unit is currently utilizing their extensive crash reconstruction training, the latest technically advanced equipment, and techniques to complete their investigative process. In order to accomplish the task placed upon the Handgun Division by the State Legislature of assessing all 224 handgun ranges in the State of Tennessee for certification, the CIRT Unit has been requested to provide their technical expertise and training in forensic mapping and measurement. The CIRT Unit will utilize the Leica P20 Scanstations and the accompanying Mapscenes Forensic Cad Point Cloud Suite to perform the tasks requested by the Handgun Division.

Upon acquiring these ScanStations, we will be able to provide our members with the technology and the ability to map ranges, crash, and crime scenes in 3D. This technology offers the investigator the very latest abilities in 3D capabilities being used today, along with the advances that technology brings tomorrow. The Leica ScanStation P20 is both a panoramic camera and a 3D laser scanner combined into one unit. It quickly digitizes a

scene in 3D using both panoramic photography and 3D laser scanning which is the process of making millions of highly accurate measurements in just a few minutes. It produces an accurate 3D representation of the scene in 3D from which any measurement can be made, allowing for analyst to accurately make any measurement or reconstruct any scene that they may be called upon to document for evidentiary purposes. This ScanStation can be used for range certification analysis, pre-event planning, or post-event forensic analysis.

The old maxim that "you only get one shot at the crime scene" no longer applies as investigators and prosecutors will have the ability to return to the 3D crime scene anytime and make additional measurements or examine eyewitness viewpoints. This can be done months or years later.

The 3D scan data is available within minutes to provide investigators with a clear understanding of the range, crash, or crime scene, without having to reenter the scene. Depending on the scene and location, the scene can be scanned within forty five (45) to ninety (90) minutes.

This Leica ScanStation P20 is offered by Leica Geosystems Inc. This ScanStation is the only 3D laser scanning system made which combines all of the features and support infrastructure required to properly document scenes. Leica Geosystems Inc. is the only vendor that is able to meet the specifications and the only source in the United States for purchasing this system.

Additionally we performed internet research (policeone.com and Google.com), in an attempt to locate additional scanners with the same capabilities that performed with the same requirements. The Leica ScanStation P20 is the only ScanStation that has an internal camera with streaming video functionality including the ability to zoom. It also has a 3D position accuracy of 6 mm at a range of 100 meters and is capable of performing a 4 parameter or 6 parameter resection to allow working alongside our existing total stations. It has a dual-axis compensator with an accuracy of 1" and has the ability to perform an on-board measurement between a NIST traceable artifact.

The total cost for these ScanStations is \$532,296.00. This includes the Leica ScanStation 3D laser scanner, a three (3) year care package, and all of the necessary parts and components and software needed to properly set up and operate the ScanStation and do post scan analysis. Also included in the price is on-site training for eight (8) people for a total of eight (8) days. This training will be broken up into two (2) separate four (4) day sessions. The vendor will be providing the law enforcement specific training manuals and all expenses are included.

In closing, I would again like to bring to your attention our request for the sole source permission to purchase the product that we feel best meets our needs. This system not only meets our requirements, but will offer our members the latest and best technology in 3D scanners. Our current capabilities do not allow us to map ranges, crash, or crime scenes in 3D, these systems will allow CIRT to assist the Handgun Division in meeting the Legislatively assigned range assessments.

The only system that we feel best suits our requirements is the Leica ScanStation P20. It is for reasons mentioned previously that we request these ScanStations. The sole source for this product is Leica Geosystem, INC. – Public Safety Group. (5051 Peachtree Corners Circle, Norcross, GA 30092)

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

STEPHAN CORDOVA,

Plaintiff,

vs.

No. 11-cv-806 GBW/ACT

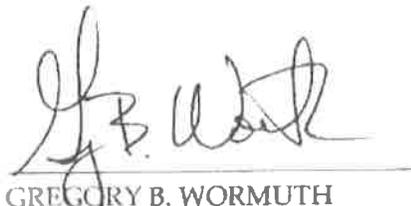
CITY OF ALBUQUERQUE, et al.,

Defendants.

ORDER GRANTING CITY DEFENDANTS' DAUBERT MOTION

This matter comes before the Court on City Defendants' Daubert Motion to Affirmatively Admit Leica Scanstation Evidence and Related Expert Testimony (*doc. 72*) and City Defendants' Notice of Status of Daubert Motion (*doc. 129*). The Court, having considered the positions of the parties, and noting that Plaintiff does not object to the scientific and technical validity of Leica Scanstation evidence or dispute that City Defendants have laid a proper scientific and technical foundation for the admissibility of this evidence, hereby finds Defendants' Daubert motion well-taken and grants it. Consequently, assuming Defendants establish a proper foundation as to the relevance and usefulness to the trier of fact, the Court will admit the Leica Scanstation evidence described in Defendants' Motion (*doc. 72*).

IT IS SO ORDERED.



GREGORY B. WORMUTH
UNITED STATES MAGISTRATE JUDGE
Presiding by Consent



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

Quote Number
 27377

Customer		Dates	
Agency <u>Tennessee Highway Patrol</u>	Address: _____	Quote Issued: <u>July 14, 2014</u>	
Contact: _____	City: _____		
Email: _____	State: _____		
Phone: _____	Zip: _____		
Fax: _____	Account: _____		

TN Highway Patrol - 20% Discount based upon three system purchase

Part Number	Product Description	Quantity	Price	Discounted Price	TOTAL
6008652	Leica ScanStation PS20 consisting of: ScanStation PS20 Laser Scanner	3	\$123,915.00	\$ 99,132.00	\$ 297,398.00
769625	ScanStation transport container				
777508	Professional Tribrach w/o Optical Plummet				
793975	4x GEB242 ScanStation internal battery				
772785	GKL212, Charger BASIC with AC power cable				
773058	AC/DC adapter for basic charger				
773059	Daisy chain cable for basic charger				
738242	Car Adapter Cable				
766567	ScanStation PS20 data cable				
772829	Scanner height meter				
722045	Distance holder for height meter				
813529	Leica USB-Card-Folder Scanstation P20				
8243397	MapScenes Forensic CAD 2013 (Core Software)				
8243399	MapScenes Forensic CAD 2013 Point Cloud Module				
6007408	3 yr ScanStation PS20 CCP Silver consisting of: 3 yr Hardware Maintenance & Calibration 3 yr SW Maintenance, 3 yr Customer Support, 2 yr Extended Warranty	3	\$ 26,350.00	\$ 21,080.00	\$ 63,240.00
8241487	Forensic Data Collector	3	\$ 4,000.00	\$ 3,200.00	\$ 9,600.00
8242089	Wireless Controller System For remote wireless control of ScanStation PS20 to protect investigators from HAZMAT and minimize evidence disturbance at the crime scene. Ruggedized case included	3	\$ 500.00	\$ 400.00	\$ 1,200.00
8237885	32GB USB 3.0 Memory Stick	3	\$ 125.00	\$ 100.00	\$ 300.00
670238	Heavy Duty Tripod	3	\$ 525.00	\$ 420.00	\$ 1,260.00
332200	Tripod-Star	3	\$ 420.00	\$ 336.00	\$ 1,008.00
8239239	Rolling Base for Scanners and Instruments. Rolling base for a scanner. Scanner can be mounted directly on base for low set-ups.	3	\$ 1,495.00	\$ 1,196.00	\$ 3,588.00
805221	Lightweight Scanner Transport Case Not to be used for shipping.	4	\$ 1,295.00	\$ 1,036.00	\$ 4,144.00
8227902	Instrument Floor Stand for ScanStation C10.	3	\$ 300.00	\$ 240.00	\$ 720.00
789618	AC power supply for the ScanStation	3	\$ 380.00	\$ 304.00	\$ 912.00
733271	Leica Charger Pro	3	\$ 550.00	\$ 440.00	\$ 1,320.00
733323	Battery adaptor for Charger Pro	6	\$ 60.00	\$ 48.00	\$ 288.00
734389	Car charging adaptor for Charger Pro	3	\$ 180.00	\$ 144.00	\$ 432.00
6008602	Leica NIST Callibrated Twin-target Pole for PS20 Includes: NIST Traceable Dual Target Pole (8243513) NIST Certification (8242367)	3	\$ 1,450.00	\$ 1,160.00	\$ 3,480.00
670223	Target tripod Thumb release tripod for twin-target pole and fixed height	15	\$ 210.00	\$ 168.00	\$ 2,520.00

670224	Target tripod bag	15	\$ 75.00	\$ 60.00	\$ 900.00
670227	Fixed height target pole	15	\$ 135.00	\$ 108.00	\$ 1,620.00
8242143	Action Packer Equipment Box	6	\$ 60.00	\$ 48.00	\$ 288.00
798948	6" Tilt and Turn Target.	18	\$ 355.00	\$ 284.00	\$ 5,112.00
670229	Target magnetic mount	18	\$ 65.00	\$ 52.00	\$ 936.00
670225	Target Bag	9	\$ 60.00	\$ 48.00	\$ 432.00
798752	Leica Cyclone - SURVEY	3	\$ 8,350.00	\$ 6,680.00	\$ 20,040.00
6007870	CCP for Leica Cyclone - SURVEY (3 yrs) Includes: - Technical support by telephone and/or email - Software module updates	3	\$ 3,825.00	\$ 3,060.00	\$ 9,180.00
798751	Leica Cyclone - REGISTER	3	\$ 8,350.00	\$ 6,680.00	\$ 20,040.00
6007861	CCP for Leica Cyclone - REGISTER Includes: - Technical support by telephone and/or email - Software module updates	3	\$ 3,825.00	\$ 3,060.00	\$ 9,180.00
798753	Leica Cyclone - PUBLISHER	3	\$ 5,615.00	\$ 4,492.00	\$ 13,476.00
6007858	CCP for Leica Cyclone - PUBLISHER (3 yrs) Includes: - Technical support by telephone and/or email - Software module updates	3	\$ 2,550.00	\$ 2,040.00	\$ 6,120.00
8243398	MapScenes Forensic CAD 2013 Animation Module	3	\$ 1,000.00	\$ 800.00	\$ 2,400.00
8243401	MapScenes Forensic CAD Point Cloud Bundle (Includes Forensic CAD + all Modules)	2	\$ 3,995.00	\$ 3,196.00	\$ 6,392.00
8243410	MapScenes Forensic CAD Annual Maintenance Subscription - 1 Year	15	\$ 195.00	\$ 156.00	\$ 2,340.00
8243412	AMS Surcharge: Forensic CAD Animation Module	15	\$ 200.00	\$ 160.00	\$ 2,400.00
8243413	AMS Surcharge: Forensic CAD Point Cloud Module	15	\$ 200.00	\$ 160.00	\$ 2,400.00
5003303	1 Day On Site Consulting Services for Public Safety	16	\$ 2,940.00	\$ 2,352.00	\$ 37,632.00
Sub Total:					\$ 532,296.00
Shipping:					\$ 0.00
Taxes:					\$ 0.00
TOTAL:					\$ 532,296.00

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

Accepted By: _____

Date: _____

Signature: _____

Order Information

Leica Geosystems, Inc.
1550 Boggs Road
Suite 100
Duluth, GA 30096

Attn: Tony Grissim
Tel: 831-643-2972
Fax: 831-643-0144
Email: tony@lgshds.com

Terms & Conditions

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

Full Software License Agreement:

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

Full Standard Warranty:

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