



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

State of West Virginia
Contract

Order Date: 11-09-2022

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CCT 0926 0926 PSC2300000001 1	Procurement Folder:	1121058
Document Name:	I64 HURRICANE ESS SMART ROADSIDE MAINTENANCE PLAN	Reason for Modification:	
Document Description:	I64 HURRICANE ESS SMART ROADSIDE MAINTENANCE PLAN		
Procurement Type:	Central Sole Source		
Buyer Name:	Jessica L Hovanec		
Telephone:	304-558-2314		
Email:	jessica.l.hovanec@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2022-11-14
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-11-13

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000233135 INTELLIGENT IMAGING SYSTEMS INC 5425 CALGARY TRAIL NW EDMONTON AB T6H 4J9 CA Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Lindsey Randolph Requestor Phone: (304) 340-0435 Requestor Email: lrandolph@psc.state.wv.us 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
ADMINISTRATION PUBLIC SERVICE COMMISSION 201 BROOKS ST CHARLESTON WV 25301 US	RECEIVING/TRANSPORTATION BUILDING PUBLIC SERVICE COMMISSION 1116 QUARRIER ST CHARLESTON WV 25301 US

11-14-22 Bar

Total Order Amount:	\$86,120.00
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Purchasing Division's File Copy

ENTERED

11/11/2022

PURCHASING DIVISION AUTHORIZATION DATE: <i>Murphy</i> 11/14/2022 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Gray</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION <i>Beverly Tolen</i> DATE: 11-17-2022 ELECTRONIC SIGNATURE ON FILE
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11/17/2022

Extended Description:

The Vendor, Intelligent Imaging Systems, Inc. agrees to enter into this contract with the Agency, WV Public Service Commission (PSC) to provide I64 Hurricane ESS Software and Maintenance Services, per the terms and conditions and vendors quote, all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43232600	1.00000	EA	86120.000000	\$86,120.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Software support and system maintenance

Extended Description:

Software support and system maintenance for Smart Roadside Inspection System at I64 Hurricane Weigh Station.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of ONE (1) YEAR. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to ZERO (0) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☒ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$500,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the

Contract. ☐ **Pollution Insurance** in an amount of: _____ per

☐ occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

Revised 09/12/2022

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Fred Ko EVP Operations

(Address) 5425 Calgary Trail, Edmonton, AB, T6H 4J9

(Phone Number) / (Fax Number) 1-877-393-3939

(email address) sko@intelligentimaging systems.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Intelligent Imaging Systems, Inc.
(Company)

(Signature of Authorized Representative)

Fred Ko EVP Operations Nov. 3, 2020
(Printed Name and Title of Authorized Representative) (Date)

1-877-393-3939
(Phone Number) (Fax Number)

sko@intelligentimaging systems.com
(Email Address)

IIS Service Level Agreement (SLA)

1. Introduction

This proposal introduces the scope and pricing for a Support and Maintenance Services (SMS) Plan for the Smart Roadside Inspection System (SRIS) Program roadside equipment and software for a term of one (1) year. The proposal represents a comprehensive and proactive approach to ensuring that deployed systems operate to the highest possible standard, with a minimum of unexpected downtime, or reduced function. The SMS program presented will ensure that uptime of the system operation is maintained in a cost-effective manner.

2. Equipment Locations and Equipment Covered

The following site and equipment are covered under this proposal:

Technology/ Site	Equipment	Location
<i>Hurricane</i>	<ul style="list-style-type: none"> • SRIS Cabinet • Overview Camera • Cell Modem • Automated License Plate Reader • Overview Camera • Automated Recognition System (DOT) • Automated Thermal Inspection System • ATIS Cabinet (w/Pole mount) • Cell Modem 	<ul style="list-style-type: none"> • Mainline • Mainline • Mainline • Ramp • Ramp • Ramp • Ramp • Ramp • Station

As of the date of this proposal, all equipment listed in this section 2 (above) is no longer under its one-year warranty.

3. Scope of Services

IIS proposes the following main tasks which compose the 1-year SMS plan as follows:

- Extended warranty
- Scheduled maintenance
- Unplanned repairs
- Software services

These individual tasks are defined as follows:

3.1 *Extended Warranty*

Under extended warranty, IIS will additionally extend the initial standard system warranty systems are 1) free from defects in materials and workmanship and 2) conform to the IIS's system specifications at time of delivery of contract.

During the contract period, IIS will provide repair and exchange service for the system components, without charge.

If a system does not function as warranted during the contract period, IIS will make it do so or by either repairing or replacing the system or system components, to return the system to conform to IIS system specifications.

IIS will not be responsible for Extended Warranty for any damage or equipment failure as a result of any causes that are presented in Section 4, Proposal Limitations

3.2 *Scheduled Maintenance Services*

Scheduled maintenance inspections will be performed at regularly scheduled intervals for the duration of the SMS contract. At these scheduled maintenance inspections, IIS will perform the following tasks in addition to any preventative maintenance recommended by the equipment manufacturer for all equipment that constitutes the operational system:

- Physical check of all system components at the site including:
 - Lens cleaning / general cleaning
 - Visual Inspection of wiring and connections
 - Power systems check
 - General electronics hardware check including power supplies
 - Cabinet condition, fans, filters, and air conditioning systems
 - Verifying proper connectivity to all devices
- Verify Operation of Road Sensors if applicable
 - Road sensors will be visually inspected at 6-month intervals. If required, road closures will be supplied by IIS and the road sensors will be inspected in detail, including any resealing and maintenance with the exception of distress or failure of the road pavement.
 - Trigger sensor operation and integrity
 - In-road sensor operation and integrity

- Remote check of all software components
 - Verification that all relevant server patches and application upgrades have been applied
- End-to-end System testing
 - Imaging system operation
 - Communication systems check
 - Processor check / data check
 - Station workstation check
 - Operational performance test
 - Verification of operations of UPS and Power protection systems
- System adjustments and calibration
 - Reset and refocus any out of alignment cameras
 - Ensure backup systems are operational
 - Ensure relevant software upgrades / patches have been applied
- Preventative maintenance report

3.3 **Unplanned Repairs**

Should they arise, requests for unplanned repairs shall be communicated to IIS by the Customer by either phone or email to the following contacts:

Contact	Phone	Email
IIS Service Desk	1-877-393-3939	Service@intelligentimagingssystems.com or www.intelligentimagingssystems.com

IIS will respond to service requests by contacting the customer, attempting resolution over the phone, and issuing a service ticket where applicable including a unique service number for tracking, planning and reporting. If the service request is not immediately resolved, IIS will follow up with a service resolution plan.

The resolution plan will include categorization of the service request as one of the following:

- Severity 1 – Emergency
- Severity 2 – Critical
- Severity 3 – Non-Critical
- Severity 4 – Minor

IIS will remotely access the systems identified in the emergency service request and will remotely repair or diagnose the issue if possible. At this time, the customer will be advised of the most probable cause of the issue, and the issue will be categorized either as an operational failure, or an operational performance issue.

Operational failures will apply in situations where the system is unavailable for use and will be identified as Severity 1 or 2. Severity 1 and 2 situations may vary, but in general Severity 1 situations require repairs to address safety concerns, and Severity 2 situations will require repairs to reinstate a lack of operational status not affecting safety.

In the case of Severity 1 or Severity 2 events, IIS will advise the customer of the resolution plan of the action to be taken, and services will be dispatched to the site according to the plan.

Operational performance issues will include situations where the bulk of the system remains operational, with a minor degrade in performance from a failed, intermittent, or out of calibration component. These situations will be identified as Severity 3 (Moderate), or Severity 4 (Minor). IIS will work with the customer on a plan of action to remedy these issues.

Service response and performance times will be as per the following table.

Service Response and Support Times

	Definition	Examples	Response Time*	Support Time**
Severity 1 – Critical	An issue that causes an urgent, critical impact affecting safety. Direct business impact with no workaround available.	Complete failure of traffic control system and no workaround is available.	2 Business Hours	IIS personnel will work 24/7 to develop a solution or workaround. Status updates will be provided to customer every 2 hours while work is progressing.
Severity 2 – Major	Significant loss of functionality or performance, with no workaround available.	Issue affecting multiple cameras/sensors, preventing normal operations.	4 Business Hours	IIS personnel will work during business hours as a high priority to develop a solution or workaround. Status updates will be provided to customer as determined by case.
Severity 3 – Moderate	Issue that impairs use of the service, but is low impact to the business, or can be avoided	Failure in non-critical or redundant component.	8 Business Hours	IIS personnel will make a best effort to work on the problem during business hours to develop a solution or workaround.

	with a workaround.			
Severity 4 – Minor	Enhancement requests or issues that result in minimal or no impact to normal operations.	Question regarding usage of system.	2 Business Days	IIS personnel will make reasonable efforts to resolve the request or issue at or prior to the next Scheduled Service.

* Response time is the maximum time to perform an initial assessment and assign a technician to the issue. Severity 1 issues must be reported by telephone to the IIS Service Desk (1 877-866-3939), which is monitored 24/7.

** Troubleshooting and corrective work may depend on vendors, weather conditions, onsite contact availability, and other conditions outside of IIS control which may cause delays in resolution time.

3.4 **Software Services**

For deployed sites that include the IIS Smart Roadside Program Management System, IIS will provide the following scope of Software Services under this agreement:

3.4.1 **SmartStatus 24x7 Remote System Monitoring**

IIS will perform ongoing remote monitoring of the system operation and status of system components. As part of this service, IIS will supply the customer regular site updates on system performance and operation in a quarterly status report.

If the operation of the system or system components falls outside of normal specified operational parameters, a system alert will be sent to the IIS Help Desk. All alerts will be reviewed, addressed, or proactively logged as a Service Ticket on behalf of the client if required. Service Tickets will be addressed as per Unplanned Repairs.

3.4.2 **Unlimited Telephone Support**

Customers will have toll free access to IIS service desk to address any questions on system operations or issues that might arise. Issues that cannot be resolved by telephone will be addressed through the generation of a Service Ticket. Service Tickets will be addressed as per Unplanned Repairs.

3.4.3 **Ongoing Operator Training**

Training shall comprehensively demonstrate how to use and interpret the information for the system. This program will include refresher training on system operation. Ongoing operator training is performed in person once per year, at a time and place mutually agreed to by IIS and the customer. IIS will supply the necessary training materials and presentation aids for the in-person training. The customer will be responsible for the organization of a suitable training venue if not at a weigh station location.

IIS will supply all applicable online software tool tips, online users' manuals, and online training material. When online training and webinars are required, they can be recorded upon customer request to facilitate continuous and consistent training.

3.4.4 Lifecycle Support

IIS is continually improving and releasing new features to the Smart Roadside Program Management System. The IIS Lifecycle Support program provides customers with automatic installation of all system patches and service updates. Additionally, under this program, IIS will work with the customer to test and implement all new version releases and upgrades.

3.4.5 Feature Requests

IIS will accept requests by the customer for new features or modifications for Smart Roadside Program Management Systems software. All such requests will be acknowledged by IIS and may be considered within the IIS product enhancement and development planning process.

Feature additions or modifications that are not being implemented across the standard software platform versions will be charged based on standard unit rates (Section 7), authorized by purchase order referencing this SMS contract, as a custom development.

3.4.6 Custom Program Development

IIS has a fully qualified software development team. IIS welcomes the opportunity to work with customers on custom software consulting, design and development projects authorized by purchase order referencing this SMS contract.

3.4.7 IT Technical Services

IIS has a fully qualified Information Technology (IT) team. IIS welcomes the opportunity to work with customers on technical infrastructure consulting, design and implementation projects on a unit rate will be charged based on standard unit rates (Section 7) authorized by purchase order referencing this SMS contract.

4. Proposal Limitations

IIS will not be responsible for damage or equipment failure due to the following:

- External causes such as accident, abuse, negligence, or environment.
- Problems caused by electrical service unless it is determined that the problem was caused as the result of improper grounding of equipment, which would then be the responsibility of IIS
- Modifications not authorized by IIS.
- Failure to follow the product instructions.
- Problems caused by using accessories, parts or components not supplied by IIS.
- Products with missing or altered services tags or serial numbers.
- Sensor failure resulting from road pavement deterioration.

IIS shall not be liable for failures or delays in performing their obligations arising from any cause beyond their reasonable control ("an event of force majeure"), including but not limited to, acts of God, acts of any civil or military authority, fires, epidemics, governmental

restrictions, wars, riots, earthquakes, storms typhoons and floods and in the event of any such delay the time for any party's performance shall be extended for a period equal to the time lost by reason of delay, which shall be remedied with all due dispatch in the circumstances. Lack of finances shall not constitute an event of force majeure.

5. Pricing of Support and Maintenance Services

The annual price listed below is based on the current condition of all components and covers all hardware and software covered by the SMS plan at each of the technology sites:

SMS Plan		
1 Year Plan	3 Year Plan	5 Year Plan
\$86,120	\$218,990	\$360, 610

For more information on all hardware and software covered by the SMS plan, refer to Section 2 of this document.

6. Service Summary

IIS will respond to service requests on a time and materials basis for all work not covered under warranty, as set out below. Service or repair response will come from the closest available field representative. All daily rates are inclusive of back-end support time at our service office (refer to Standard Manpower Rates in section 7).

6.1.1 Service Requests

On an "as requested basis", IIS shall provide service for the System. Upon receipt of notice (email, phone or fax is acceptable), our service department will provide a complimentary support phone call. During this phone call basic troubleshooting and system analysis will be conducted. Following the phone call, a recommended action plan with a price estimate will be provided. This recommended action plan may include additional phone support from Level I or Level II technical support personnel, specialized technical personnel, or an onsite field mobilization. Scheduling for phone support and onsite field mobilization will be coordinated with available resources. Replacement parts and travel will be included in the price estimate.

7. IIS Parts

7.1 IIS Standard Component Price List - Outside of Extended Warranty

The following prices are for major system components that make up systems used in IIS SmartRoadside Inspection System (SRIS). The following sub-systems are offered as upgrade pricing for items outside of extended warranty.

Part/Component	Price*
IIS Model 2.0 Automated License Plate Reader (ALPR) system with integrated housing and mounts	\$50,000
IIS Model 3.0 Automated USDOT Number Reader (AUNR) with integrated illumination enclosure and mounts	\$50,000
IIS Model 2.0 Overview Camera System (OVC), dual camera image capture with integrated housing and mounts	\$15,000
IIS Model 1.0 CVSA Safety Sticker Reader (SSR), image capture with integrated illumination enclosure and mounts	\$80,000
IIS SRIS integrated roadside electronics and enclosure	\$120,000
IIS SRIS Scale-house workstation with large format display and equipment enclosure	\$ 10,000
IIS Integrated roadside ALPR/AUNR/OVC mounting pole	\$ 5,000
IIS SRIS Site Software License – Base Version – 3 Device Interface	\$ 45,000
IIS SRIS Site Software Device – Additional Device Interface	\$ 50,000
IIS OCR Engine Customization for ALPR	\$ 20,000

8. IIS Standard Systems Pricing

This SMS contract provides the state with the option of purchasing new or replacement standard integrated IIS systems to support the statewide Smart Roadside program. The customer, under issuance of a purchase order, can procure the following systems at the fixed prices listed in the table below.

Commercial Vehicle Inspection System	Price*
Product: Thermal Imaging Inspection System- Van Model: IRIS	\$400,000
Product: Smart Roadside Inspection System- Van Mobile Based ALPR/AUNR/OVC Model: SRIS Van	\$400,000
Product: Smart Roadside Inspection System- Van Mobile Based ALPR/AUNR/OVC Model: SRIS Trailer	\$250,000
Product: Thermal Imaging Inspection System- Fixed Model: TIS	\$400,000
Product: Thermal Inspection System- Automated Model: ATIS	\$250,000
Product: Smart Roadside Inspection System Ramp Based ALPR/AUNR/OVC Model: SRIS Ramp	\$360,000
Product: Smart Roadside Inspection System Virtual/Mainline Based ALPR/AUNR/OVC Model: SRIS Mainline	\$ 360,000
Product: Smart Roadside Inspection System Virtual/Mainline Based ALPR/AUNR/OVC/VWI Model: SRIS Integrated Mainline to Ramp	\$450,000 - \$650,000

*Standard System pricing includes site design, project management, site commissioning manpower, and training. Standard Systems pricing does not include civil installation. Civil installation prices will be determined on a case-by-case basis and submitted for Client approval to accommodate local conditions.