



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1001009

Procurement Type: Central Purchase Order

Vendor ID: 000000233135

Legal Name: INTELLIGENT IMAGING SYSTEMS INC

Alias/DBA:

Total Bid: \$1,063,207.00

Response Date: 03/23/2022

Response Time: 13:03

Responded By User ID: thermaleye

First Name: Dave

Last Name: Macdonald

Email: bids@intelligentimagings

Phone: 825-833-2008

SO Doc Code: CRFQ

SO Dept: 0926

SO Doc ID: PSC2200000013

Published Date: 3/11/22

Close Date: 3/24/22

Close Time: 13:30

Status: Closed

Solicitation Description: Virtual Electronic Roadside Inspection Station, Wood County

Total of Header Attachments: 1

Total of All Attachments: 1

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Virtual Roadside Inspection Station with 5 years maint. plan	1.00000	LS	1063207.000000	1063207.00

Comm Code	Manufacturer	Specification	Model #
46161516			

Commodity Line Comments: Please note that Intelligent Imaging Systems, Inc. (IIS) has provided a Lump sum amount in "Unit Price Field" that includes base year pricing for the Smart Roadside Inspection System and 5 years maintenance service. Please note that IIS agrees to comply with the full system installation including testing by 15 June 2022. Please see the attached IIS proposal for all the details and required forms/affidavits in response to this RFQ.

Extended Description:

System and installation of virtual roadside inspection station as described in the request for quotation and as listed on Exhibit A Pricing page.



State of West Virginia

Centralized Request for Quote
Construction

Virtual Electronic Roadside Inspection Station – Wood County

Solicitation No: CRFQ 0926 PSC2200000013

Version 1

Due: March 24th, 2022

Submitted by:

Brian Taylor
Director of Sales
Intelligent Imaging Systems, Inc.
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Submitted to:

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Intelligent Imaging Systems

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March 24, 2022

Jessica L. Hovanec

P: 1.304.558.2314

E: jessica.l.hovanec@wv.gov

Re: State of West Virginia CRFQ 0926 PSC220000013 West Virginia - Virtual Electronic Roadside Inspection Station, Wood County.

Dear Jessica,

On behalf of Intelligent Imaging Systems, Inc. (IIS) we are pleased to submit our response to your Centralized Request for Quote Construction – Solicitation No.: CRFQ 0926 PSC220000013 West Virginia - Virtual Electronic Roadside Inspection Station, Wood County.

IIS is Proposing our Smart Roadside solution for the Wood County Virtual Electronic Roadside Inspection Station. ***This solution meets all the requirements as listed in the CRFQ mandatory and preferred requirements*** and is the system currently used by West Virginia at the Hurricane and Mineral Wells sites. Smart Roadside uniquely suits all these deployments with a single user interface and consolidated reporting and dashboards.

IIS is a fully licensed contractor in West Virginia and has the physical and financial resources to meet all requirements for deployment including the drawings, permits and construction.

Furthermore, IIS acknowledges that this is a grant funded project, and as such, will complete the work to meet the June 15, 2022, deadline within the RFQ, including the automated sub-system error logs, as requested by the State in the RFQ Questions. As previously stated above, IIS is offering a fully developed and integrated system, so there is no development or integration risks to the project schedule. Even considering current pandemic inflation and supply chain roadblocks, IIS's proposed pricing for West Virginia as a lump sum amount for base Smart Roadside inspection system with 5-year maintenance service in response to this RFQ and is held consistent with the past project proposals.

IIS seeks to continually innovate, improve accuracy and reliability, and decrease the costs of ownership (upfront and overtime) for all our solutions and services. We pride ourselves on our proven success on previous projects, which have demonstrated our ability to: deploy with agility, reduce unnecessary hardware on the roadside, shift local software processing to cloud computing, and leverage existing infrastructure wherever possible.

We look forward to working with the State of West Virginia and are available to answer any questions or clarifications that you may have.

Sincerely,

Brian Taylor

Director of Sales

Intelligent Imaging Systems, Inc.

btaylor@drivewyze.com



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

State of West Virginia
 Centralized Request for Quote
 Construction

Proc Folder: 1001009			Reason for Modification:
Doc Description: Virtual Electronic Roadside Inspection Station, Wood County			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-03-11	2022-03-24 13:30	CRFQ 0926 PSC2200000013	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000233135
Vendor Name : Intelligent Imaging Systems, Inc.
Address : 5425 Calgary Trail NW
Street :
City : Edmonton
State : Province - Alberta **Country :** Canada **Zip :** T6H 4J9
Principal Contact : Fred Ko, Vice President Operations
Vendor Contact Phone: 780-909-5560 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Jessica L Hovanec
 304-558-2314
 jessica.l.hovanec@wv.gov

Vendor Signature X  **FEIN#** 98-0424466 **DATE** 21 March 2022

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the Public Service Commission (PSC) of West Virginia to establish a contract for the purchase and installation of a Virtual Electronic Screening System (ESS) on Route 50 in Wood County, WV, per the specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
PUBLIC SERVICE COMMISSION 201 BROOKS ST		STATE OF WEST VIRGINIA	
CHARLESTON WV		VARIOUS LOCATIONS AS INDICATED BY ORDER	
US		No. City WV	
		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price US
1	Virtual Roadside Inspection Station with 5 years maint. plan	1.00000	LS	\$1,063,207.00	\$1,063,207.00

Comm Code	Manufacturer	Specification	Model #
46161516	Intelligent Imaging Systems, Inc.		Smart Roadside Inspection system per RFQ

Extended Description:

System and installation of virtual roadside inspection station as described in the request for quotation and as listed on Exhibit A Pricing page.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by March 16, 2022 at 10:00 AM EST	2022-03-16

	Document Phase	Document Description	Page
PSC2200000013	Final	Virtual Electronic Roadside Inspection Station, Wood County	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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1. Qualification Requirements

1.1 Experience

4.1 the vendor must have at least three years of experience in deploying imaging-based inspection systems including optical recognition in the commercial vehicle enforcement environment. Vendor may be required to provide documentation prior to contract award.

Intelligent Imaging Systems (IIS) is offering the Public Service Commission of West Virginia (PSC) a commercial-off-the-shelf (COTS) Electronic Screening System (ESS) that fully meets all the mandatory requirements in the request for quotations (RFQ). The Smart Roadside Inspection System (SRIS) developed by IIS is a robust, fully developed solution that has been field proven in West Virginia; it provides all the required functionality of the ESS as detailed by the PSC.

IIS has more than 18 years of direct, in-house experience specifically in the installation, integration, maintenance, and repair of e-screening systems in over 47 states and provinces in North America. This is the largest deployment of these dedicated systems of any vendor in North America. Our capabilities include but are not limited to installation and maintenance of imaging-based inspection systems including:

- Automated License Plate Readers (ALPRs)
- Automated USDOT Number Recognition Readers (AUNRs)
- Overview Cameras (OVCs)
- Weigh In Motion Systems (including integration to the existing site technologies)
- Virtual Electronic Screening System (Smart Roadside)

Additionally, we have deployed systems that include Radiological, Weigh In Motion, Over-height Detection, Dimension in Motion, CVSA Safety Sticker Reader, Hazardous Material Placards, Seat Belt use cameras, Automated Thermal Inspection Systems, Lane Control, and image-based trailer type detection. The IIS Smart Roadside platform being offered is hardware-neutral and supports the largest list of IIS and third-party sensing and detection technologies on the market. This ensures that the systems in West Virginia will have a forward upgrade path in the future as new technologies and deployment strategies are of interest to the State.

IIS has the financial and physical resources to complete this project within the requirements of the CRFQ. We meet all requirements including the drawing package, permits, and construction and site installation specification. IIS and our subcontractors have completed installation of the State's other e-screening locations on time and on budget.

The Smart Roadside solution that IIS is proposing for the Wood County Rt. 50 Virtual Electronic Roadside Inspection Station Virtual will be functionally compatible with the previous installations in the State at I-66 Hurricane and I-77 Mineral Wells sites. The software will consist of the same user interface and the data formats, reporting and dashboard functionality will be consistent between the locations to ensure ease of use and a common operations method to reduce and training requirements across the systems.

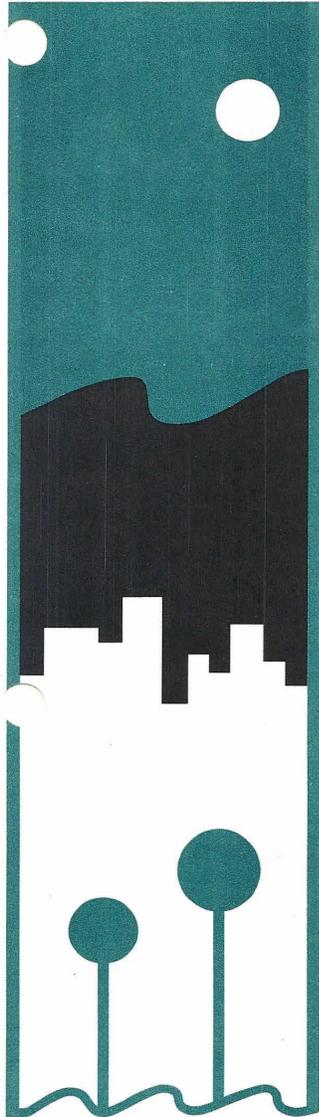
The following sketch is the proposed layout of equipment to suit the CRFQ requirements. As much as possible we intend on using the WIM site equipment that exists at this site within the design and layout. We will be using the existing power at the site to power the system.



Formal drawings will be prepared for the State within a week of contract award, in order to meet the funding deadline that exists for this project.

4.2 Vendor must have a valid WV Contractor license.

Please see the next page for a copy of IIS’s WV Contractor license.



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV055042

Classification:
SPECIALTY

INTELLIGENT IMAGING SYSTEMS INC
DBA INTELLIGENT IMAGING SYSTEMS INC
STE 170 6325 GATEWAY BLVD
EDMONTON, CN T6H-586

Date Issued	Expiration Date
JUNE 01, 2021	JUNE 01, 2022

Authorized Company Signature

Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV055094

Classification:

LOW VOLTAGE SYSTEMS
COMMUNICATION & SOUND
SIGN INSTALLATION NO ELECTRICA

JACKSON CONSTRUCTION AND GENERAL CO
DBA JACKSON CONSTRUCTION AND GENERAL CO
500 NINEVAH ROAD
FRANKFORT, KY 40601

Date Issued

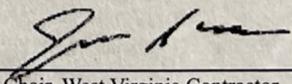
Expiration Date

JUNE 12, 2021

JUNE 12, 2022

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

2. Mandatory Requirements

2.1 Compliance Matrix – Specification Requirements

The following table contains IIS’s direct response to the document “PSC22-13 Solicitation Documents” provided with the West Virginia CRFQ 0926 PSC220000013.

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
5.1 Mandatory Contract Services Requirements and Deliverables				
Page 32	5.1.1.1	Requirement	The ESS software application must be a fully developed, commercial-off-the-shelf system (COTS) with technology that has been deployed and proven to work in a CMV safety enforcement environment.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 32	5.1.1.2	Requirement	The ESS software system must be based on Microsoft Windows based server technology, and all database capabilities must be based on a Microsoft SQL database platform. The agency supplied, owned and operated personal computer has Microsoft Server technologies and utilizes Microsoft Windows 10. The ESS software system must integrate without the need for purchase of additional hardware or software.	✓
Bidder Response			The proposed ESS will operate within the PSC’s current IT infrastructure, as the existing I-64 site currently operates.	
Page 32	5.1.1.3	Requirement	The ESS software must integrate with the PSC’s current Information Technology (IT) data infrastructure including data security; communications and data format and file structure without the need for additional hardware or software.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 32-33	5.1.1.4	Requirement	The ESS software platform must be hardware agnostic and must have the capability of accepting sensor inputs from a variety of vehicle measuring, identification, and characteristic sub-systems and sensors. These sensors at a minimum include ALPR, AUNR, OVC, Weigh-In-Motion (WIM), Dimension in Motion (DIM), Vehicle over length, over height and over width sensors, DSRC or RFID technologies, Commercial Vehicle Safety Alliance (CVSA) Safety Readers (CSR), stickers Static Scale, Hazardous Material Placard Recognition (HMPR), Radiological Detection, Thermal Inspection and any other sensors that are commonly used at a weigh/inspection facility.	✓
Bidder Response			The proposed ESS is hardware agnostic – we can demonstrate integration to all required systems, as needed.	
Page 33	5.1.1.5	Requirement	The ESS software must associate each sensor data to a specific vehicle record including subsequent information collected as the vehicle passes through the station and display this information.	✓
Bidder Response			IIS understands and complies with this requirement.	

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Page 33	5.1.1.6	Requirement	The ESS software may be required to integrate available WIM, traffic control, and/or over-height detection data into each integrated vehicle record.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 33	5.1.1.7	Requirement	The ESS software must provide manual entry Optical Character Recognition (OCR) correction and database query re-submission options easily activated by operator.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 33	5.1.1.8	Requirement	The ESS software must provide search capabilities by date, time and vehicle record.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 33	5.1.1.9	Requirement	The ESS software must be capable of querying both local and remote databases (as listed in Section 1) for screening functions.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 33	5.1.1.10	Requirement	The ESS software must include an electronic screening rules manager that allows user-defined alarm notifications to be configured based on sensor inputs, and corresponding database elements.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 33	5.1.1.11	Requirement	The screening rules will be Boolean based (data type with only two possible values: true or false) and will include the ability to define the priority and threshold level of a generated alarm.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 34	5.1.1.12	Requirement	The ESS software must have a business rule screening manager that supports both simple logic testing and multi-level conditional logic testing.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 34	5.1.1.13	Requirement	The ESS software must support multiple object-type data elements with multiple levels of discrete and conditional logic testing.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 34	5.1.1.14	Requirement	The ESS software must include tools such as access control, statistical reporting and activity/exception reporting.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 34	5.1.1.15	Requirement	The ESS software must have an enterprise architecture that supports multiple client site deployments in a distributed network design.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 34	5.1.1.16	Requirement	The ESS software system will include report generation in several forms, including reports associated with the stored vehicle records, as well as system operation and status.	✓
Bidder Response			IIS understands and complies with this requirement.	

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Page 34	5.1.1.17	Requirement	Vehicle record reporting will include the ability to query the stored records for a specific vehicle or fleet and print reports associated with these vehicles.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 34	5.1.1.18	Requirement	The ESS application must employ an enterprise resource architecture whereby multiple ESS sites can be linked to a centralized server. The agency is currently not using a centralized server; however, this could change. ALL of the ESS deployed systems must be compatible and work together seamlessly to allow all locations to be managed on one platform as needed.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 34	5.1.1.19	Requirement	The ESS enterprise software must integrate and support additional ESS sites that may be deployed by the PSC in the future. Possible future sites may include: 1) Interstate 79 North, 2) Interstate 68 West, and 3) US Route 35. These locations are listed as reference possibilities; however, these locations could change.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 34	5.1.1.20	Requirement	The ESS software must be compatible with the existing system located at the I64 Hurricane, WV and I77 Mineral Wells, WV CMV inspection stations.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 35	5.1.1.21	Requirement	The ESS enterprise software shall be responsible for routing statewide ESS electronic screening data requests through the (Agency owned and operated) server thereby maintaining a system-to-system link between the server and any of the agency prescribed federal/state credentials/law enforcement databases to be used in the electronic screening process.	✓
Bidder Response			The ESS proposed is 100% compatible with the sites in question, using the same integrated software and user interface.	
Page 35	5.1.1.22	Requirement	The ESS enterprise software shall provide a visible mapping of the entire back-office database access for access by the agency administrator	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 35	5.1.1.23	Requirement	The ESS enterprise software shall automatically collect and aggregate all electronic screening data from any ESS screening sites deployed in the state.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 35	5.1.1.24	Requirement	The ESS enterprise software shall utilize dashboards to support program management needs to monitor, measure and evaluate the performance and impact of the ESS system. At a minimum, the software shall include separate dashboards for screening results and for system performance.	✓
Bidder Response			IIS understands and complies with this requirement.	

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Page 35	5.1.1.25	Requirement	The ESS enterprise software dashboards shall provide aggregated and categorized screening results data by site and be aggregated into a single measure for the statewide program.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 35	5.1.1.26	Requirement	The ESS enterprise software screening results data report shall include measures on vehicle counts, alert ratios, alert type breakdowns, alert time of day breakdowns, and alert volume trends over configurable time periods.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 35	5.1.1.27	Requirement	The ESS enterprise software system performance data report shall include measures on OCR read rates and OCR confidence rates for each individual OCR system and in aggregate.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 35-36	5.1.1.28	Requirement	The ESS enterprise software shall include measures on sub-system uptime and error logs for each sensor and sensor network deployed at ESS sites. This automated monitoring of sensors and sensor networks shall include automated notification capability to alert administrators of system performance issues at the system and subsystem level.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 36	5.1.1.29	Requirement	The ESS enterprise software screening results and system performance dashboards shall utilize easy to understand pie charts, line graph and bar graphs and make aggregated data and reports intuitive and easy to understand to a non-technical operator.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 36	5.1.1.30	Requirement	All hardware and software provided by the vendor must be covered under a one-year parts and labor warranty at no additional cost to the Agency.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 36	5.1.1.31	Requirement	The vendor must provide on-site system training for a minimum of five (5) PSC system users and three (3) PSC system Administrators at no additional cost to the PSC. This training will be (at a minimum) a two (2) day training session which will cover basic operation, troubleshooting and system exercise. The vendor will be required to provide all training documents in electronic format to each user at no additional costs.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 36	5.1.1.32	Requirement	All system documentation must be furnished in electronic format.	✓
Bidder Response			IIS understands and complies with this requirement.	
5.1.2 Image-Based Vehicle Identification System				
Page 36	5.1.2.1.1	Requirement	The ALPR must be capable of capturing license plates anywhere on the front bumper and rear of CMVs passing through the inspection station.	✓

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Bidder Response			IIS understands and complies with this requirement.	
Page 36	5.1.2.1.2	Requirement	The ALPR must be able to provide support coverage for the width of a CMV lane with a minimum aggregate horizontal field of view (FOV) of 10' at the trigger point.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 36	5.1.2.1.3	Requirement	The ALPR must provide license plate capture at night with no external lighting required.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 37	5.1.2.1.4	Requirement	The ALPR camera must have the capability of detecting up to at least 2 CMV license plates simultaneously in the FOV.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 37	5.1.2.1.5	Requirement	The ALPR must have the ability to capture vehicle license plates at speeds up to 70 mph.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 37	5.1.2.1.6	Requirement	The ALPR must have infrared (IR) illumination utilizing driver safe non-visible light (greater than 700 nanometers).	
Bidder Response			IIS understands and complies with this requirement.	
Page 37	5.1.2.1.7	Requirement	The ALPR cameras must have a fixed focal point or target distance from the camera to the vehicle license plates from 32 to 100 feet.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 37	5.1.2.1.8	Requirement	The ALPR must have a self-illuminating IR camera for maximum plate capture performance regardless of weather or lighting condition.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 37	5.1.2.1.9	Requirement	The ALPR IR light-emitting diodes (LEDs) utilized in the cameras must be "pulsed" to enhance license plate capture.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 37	5.1.2.1.10	Requirement	The ALPR camera must have a dual lens configuration in a single camera housing featuring both a High-Resolution IR lens for license plate capture and a color overview image of the vehicle for verification purposes. Multiple cameras are not acceptable due to the fact if one camera stops operating it will be problematic for image capturing. The dual lens camera has the ability to take proper depth of field photos and allows for a high-resolution lens for license plate capture and a color overview image of the vehicle.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 37	5.1.2.1.11	Requirement	The ALPR dual lens camera and processor must be integrated into a single sealed enclosure tested to IP67 standards (as defined in Section 3).	✓
Bidder Response			IIS understands and complies with this requirement.	

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Page 37	5.1.2.1.12	Requirement	The ALPR processor must have an external trigger mode and a “self-trigger mode” to detect the presence of a vehicle license plate in the camera’s field of view.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 38	5.1.2.1.13	Requirement	The ALPR camera/microprocessor system must be capable of producing multiple license plate images per vehicle with varying flash, shutter and gain settings to ensure a high-quality image regardless of weather or lighting conditions.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 38	5.1.2.1.14	Requirement	An ALPR processor must be integrated into each camera unit.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 38	5.1.2.1.15	Requirement	There must be no moving parts in the dual-lens cameras.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 38	5.1.2.1.16	Requirement	The dual lens cameras must be capable of capturing up to 60 frames per second.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 38	5.1.2.1.17	Requirement	All camera mounting bracket systems must be manufactured specifically for the vendor’s cameras.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 38	5.1.2.1.18	Requirement	The integrated camera/processor, in its IP67 (as defined in Section 3) enclosure should weigh no more than 10 lbs.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 38	5.1.2.1.19	Requirement	The integrated camera/processor shall operate on less than 28V, 5A DC power.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 38	5.1.2.1.20	Requirement	The system must employ a self-monitoring mechanism capable of automatically recycling power to the ALPR system in the event of communication/IP network errors.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 38	5.1.2.1.21	Requirement	The system must include lightning and surge protection for all data and power links.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 38	5.1.2.1.22	Requirement	The ALPR application software must have the ability to provide OCR updates for new plate designs as required.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 38	5.1.2.1.23	Requirement	The cameras must utilize a Software Camera Controller to facilitate the selection of the optimum settings for the Flash, Gain and Shutter. Once configured by the System Administration or the vendor, all settings must be automated in each camera.	✓
Bidder Response			IIS understands and complies with this requirement.	

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Page 39	5.1.2.1.24	Requirement	The integrated camera/processor must be capable of integrating into a wide variety of systems via relay output, RS232, TCP/IP Ethernet with socket and FTP protocols, as well as true IP connectivity over GSM/GPRS.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 39	5.1.2.1.25	Requirement	The integrated camera/processor must offer standard JPEG or equal format for compressing digital image files.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 39	5.1.2.1.26	Requirement	The integrated camera/processor must be fully web-enabled and IP-addressable.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 39	5.1.2.1.27.1	Requirement	The system must be capable of providing the IR license plate image.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 39	5.1.2.1.27.2	Requirement	The system must be capable of providing the license plate interpretation or system read.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 39	5.1.2.1.27.3	Requirement	The system must be capable of providing a corresponding color overview image of the vehicle displaying the captured IR license plate.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 39	5.1.2.1.27.4	Requirement	The system must be capable of providing the date and time stamp of the image.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 39	5.1.2.1.27.5	Requirement	The system must be capable of providing identification of the camera capturing the image.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 39	5.1.2.1.27.6	Requirement	The vendor must provide variants of the Optical Character Recognition (OCR) engine that are tailored/designed for a specific state or regional license plate population.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 39	5.1.2.1.27.7	Requirement	The integrated camera/processor must allow for up to 12GB of optional compact flash storage to allow for buffering of data.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 39	5.1.2.1.27.8	Requirement	The application software must provide a live, simultaneous video display of all traffic lanes showing both the IR plate patch and vehicle color overview image for each camera.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 40	5.1.2.1.27.9	Requirement	The application software must provide a date and time stamp with every license plate capture.	✓
Bidder Response			IIS understands and complies with this requirement.	

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
5.1.2.2 Automated USDOT Number Recognition Reader (AUNR)				
Page 40	5.1.2.2.1	Requirement	The AUNR system must be capable of capturing USDOT Numbers (UNs) displayed anywhere on the lateral surface of a passing CMV passing through the inspection.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 40	5.1.2.2.2	Requirement	The AUNR system must be mountable on either side of the roadway to capture UNs on vehicles passing right to left or left to right through the camera field of view.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 40	5.1.2.2.3	Requirement	The AUNR system must be able to provide support coverage for the length of a CMV with a minimum aggregate horizontal field of view (FOV) of 30' at the trigger point.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 40	5.1.2.2.4	Requirement	The AUNR system must provide UN capture at night with only driver safe lighting systems.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 40	5.1.2.2.5	Requirement	The AUNR system shall have the capability of identifying and interpreting the UN when displayed with other non-UN identifying information that may be displayed on the lateral side of a passing CMV including but not limited to carrier information, weight classifications and regional registration information.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 40	5.1.2.2.6	Requirement	The AUNR system shall have the capability to optionally add Hazardous Material Placard Recognition (HMPR) functionality via a software-only upgrade to sub-system.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 40	5.1.2.2.7	Requirement	The AUNR system must work in a CMV weigh station environment.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 40	5.1.2.2.8	Requirement	The AUNR enterprise software screening results data report shall include vehicle counts, alert ratios, alert type breakdowns, alert time of day breakdowns and alert volume trends over configurable time periods.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 41	5.1.2.2.9	Requirement	The AUNR system must have an operator interface to include database remote query functionality.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 41	5.1.2.2.10	Requirement	The AUNR system must provide a high-resolution image quality with a minimum 4,000,000 picture elements.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 41	5.1.2.2.11	Requirement	The AUNR system must be capable of capturing crisp images of passing images with a minimum capture speed of 15 feet per second.	✓
Bidder Response			IIS understands and complies with this requirement.	

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Page 41	5.1.2.2.12	Requirement	The AUNR system shutter speed must be capable of 1/10,000 second exposure setting.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 41	5.1.2.2.13	Requirement	The AUNR system must have a vibration resistance rating of at least 10G (20Hz-200Hz).	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 41	5.1.2.2.14	Requirement	The AUNR system's exterior imaging equipment must be housed in a single weatherproof enclosure.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 41	5.1.2.2.15	Requirement	The AUNR system must be capable of providing, at a minimum, 80% of the required lateral surface area of passing CMV's to be considered adequate coverage for the purpose of UN capture and identification function.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 41	5.1.2.2.16	Requirement	The AUNR system must have adequate illumination utilizing driver safe lighting systems for day and night operations.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 41	5.1.2.2.17	Requirement	The AUNR system must have an operator interface to include ability to review and modify USDOT records associated with each vehicle record.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 41	5.1.2.2.18	Requirement	The AUNR system must decode UNs into a digital string and associate image and UN into a single vehicle record file.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 42	5.1.2.2.19	Requirement	The AUNR system must provide a still image capture of the side of each truck for identification purposes.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 42	5.1.2.2.20	Requirement	The AUNR system must be capable of attaching unique identifying information to each image capture in order to ensure data integrity and proper vehicle image association with the other ESS sensor systems to be installed.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 42	5.1.2.2.21	Requirement	The AUNR system must employ a user-defined programmable image set control and variable image sequencing control.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 42	5.1.2.2.22	Requirement	The AUNR system must employ a dynamic exposure control including automated recalibration process to optimize UN decode performance.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 42	5.1.2.2.23.1	Requirement	The AUNR system must be capable of providing a data record consisting of a digital image and a UN interpretation.	✓
Bidder Response			IIS understands and complies with this requirement.	

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Page 42	5.1.2.2.23.2	Requirement	The image corresponding to the successful UN read must include the UN in the FOV.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 42	5.1.2.2.23.3	Requirement	The UN interpretation overlaid onto the original image.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 42	5.1.2.2.23.4	Requirement	The date and time stamp.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 42	5.1.2.2.23.5	Requirement	Identification of the camera capturing the image.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 42	5.1.2.2.23.6	Requirement	A percentage confidence rating for each UN decode.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 42	5.1.2.2.23.7	Requirement	Allow for dynamic vehicle speed and dimensioning inputs to optimize OCR processing time.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 43	5.1.2.2.23.8	Requirement	Must employ two-tier OCR processing design to independently improve both roadside and statistical performance.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 43	5.1.2.2.23.9	Requirement	The camera system must be capable of additionally collecting Hazardous Material Placard Images from the vehicle as it passes by the camera system. Additional software, optional to the AUNR base OCR software will enable the determination of the type and details of the HazMat placards, including the type of placard, and any specific material type and coding present on the placards. The system should be capable of capturing a minimum of six HAZMAR placards on a single vehicle.	✓
Bidder Response			IIS understands and complies with this requirement.	
5.1.2.3 Overview Cameras (OVC)				
Page 43	5.1.2.3.1	Requirement	The OVC system must provide a high-speed image capture producing clear overview images of vehicles traveling up to 70 miles per hour.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 43	5.1.2.3.2	Requirement	The OVC system must have a maximum 45 Db Signal to Noise Ratio.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 43	5.1.2.3.3	Requirement	The OVC system must have an automatic White Balance.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 43	5.1.2.3.4	Requirement	The OVC system must have IP based connectivity.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 43	5.1.2.3.5	Requirement	The OVC system must have standard JPEG or equal image format with adjustable quality control.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 43	5.1.2.3.6	Requirement	The OVC system must be environmentally sealed to IP67 Standards (as defined in Section 3).	✓

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Bidder Response			IIS understands and complies with this requirement.	
Page 43	5.1.2.3.7	Requirement	The OVC enclosure must be nitrogen purged and pressure sealed.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 44	5.1.2.3.8	Requirement	The OVC system must have a high-resolution mega-pixel digital camera system with dual lens configuration in a single camera housing for both color daytime and monochrome night-time.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 44	5.1.2.3.9	Requirement	The OVC system must have an automatic day/night mode switching between color images for daytime and monochrome images for night-time.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 44	5.1.2.3.10	Requirement	The OVC systems dual color/monochrome sensors must have independent automatic and manual gain control for daytime and night-time image processing in order to optimize image capture quality.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 44	5.1.2.3.11	Requirement	The OVC systems automatic exposure and gain control shall be greater than 120Db.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 44	5.1.2.3.12	Requirement	The OVC system must employ a self-monitoring mechanism capable of automatically recycling power to the OVC system in the event of communication/IP network errors.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 44	5.1.2.3.13	Requirement	The OVC system must be capable of attaching identifying information to each image capture in order to ensure data integrity and proper vehicle image association with other ESS sensor systems to be installed.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 44	5.1.2.3.14	Requirement	The response time between the moment a trigger command is received by the OVC system, and the overview image is taken must not exceed 100 milliseconds per second +/- 75 milliseconds per second.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 44	5.1.2.3.15	Requirement	The OVC system must employ an image sequencing and file naming scheme in addition to standard time/date stamping in order to accurately match vehicle trigger events to their associated images.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 45	5.1.2.3.16	Requirement	The OVC system must include a focal distance and field of view matched infrared illumination system to capture identifiable vehicle images during low light and night- time lighting conditions.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 45	5.1.2.3.17	Requirement	The OVC system must include lightning and surge protection for all data and power links.	✓

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Bidder Response			IIS understands and complies with this requirement.	
Page 45	5.1.2.3.18	Requirement	The OVC system must be a fully developed COTS.	✓
Bidder Response			IIS understands and complies with this requirement.	
5.1.3 Automated Thermal Inspection System (ATIS)				
Page 45	5.1.3.1	Requirement	<p>The ATIS is intended to assist officers by identifying those vehicles with malfunctioning running gear for more detailed inspection. Malfunctioning running gear shall include at a minimum:</p> <ol style="list-style-type: none"> 1) non-operational brakes; 2) hot bearings; 3) under pressure and flat tires; 4) dragging brakes; and 5) defective or oil-soaked linings. 	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 45	5.1.3.2	Requirement	The ATIS shall incorporate both Visible Light and Thermal Imaging Technology for ease of use and identification of trucks and problems by officers.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 45	5.1.3.3	Requirement	The ATIS shall be configured with in-road sensors to automatically capture images of individual wheels of vehicles for the identification of malfunctioning running gear.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 45	5.1.3.4	Requirement	The ATIS must automatically notify officers of passing CMVs that have been determined to have malfunctioning running gear.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 45	5.1.3.5	Requirement	The ATIS must be capable of operations in all weather and climate conditions, including the ability to operate at hot and cold temperature extremes and in rain, fog and snow conditions.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 45	5.1.3.6	Requirement	The ATIS must be fully integrated into the ESS system and shall not be an independent or stand-alone system.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 46	5.1.3.7	Requirement	The vendor must supply all system engineering drawings to be approved by the PSC prior to installation.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 46	5.1.3.8	Requirement	The ATIS design must accommodate variations in site conditions through the use of lens and camera mounting configurations.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 46	5.1.3.9	Requirement	The ATIS technical methodology to acquire vehicle data, from which to analyze running gear performance must work in a CMV weigh station environment.	✓
Bidder Response			IIS understands and complies with this requirement.	

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Page 46	5.1.3.10	Requirement	The ATIS must be able to adjust the gain and level setting.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 46	5.1.3.11	Requirement	The ATIS must operate at a minimum of 50Hz and be capable of capturing wheel images from triggers generated from the in-road sensors.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 46	5.1.3.12	Requirement	The ATIS must operate day and night with equal accuracy.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 46	5.1.3.13	Requirement	The ATIS must have an operating temperature range of 14 degrees Fahrenheit to 131 degrees Fahrenheit.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 46	5.1.3.14	Requirement	The ATIS must not accumulate moisture from extreme heat or snow conditions.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 46	5.1.3.15	Requirement	The ATIS must be fully integrated, enclosed and weather resistant.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 46	5.1.3.16	Requirement	The ATIS must automatically detect CMV's, acquire running gear data, process and issue alert notifications without human intervention and without requiring the CMV to come to a stop.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 46	5.1.3.17	Requirement	The ATIS must be able to automatically reset itself to screen the next CMV in the ramp queue.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 46	5.1.3.18	Requirement	The ATIS must integrate with the proposed ESS software, ALPR, AUNR and OVC.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 46	5.1.3.19	Requirement	The ATIS must be designed to work in real-time.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 47	5.1.3.20	Requirement	The ATIS camera enclosure must be NEMA 4X (as defined in Section 3) rated for weather resistance.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 47	5.1.3.21	Requirement	The ATIS must employ a self-monitoring mechanism capable of automatically recycling power to the camera system in the event of communication/IP network errors.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 47	5.1.3.22	Requirement	The ATIS must include lightning and surge protection for all data and power links.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 47	5.1.3.23.1	Requirement	The ATIS Visible Light Camera system must provide a high-speed image capture producing clear overview images of vehicles traveling up to 30 miles per hour.	✓
Bidder Response			IIS understands and complies with this requirement.	

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Page 47	5.1.3.23.2	Requirement	Have a wheel detection rate equal to or greater than 98% (no more than 2% error).	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 47	5.1.3.23.3	Requirement	Have a maximum 45 Db Signal to Noise Ratio.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 47	5.1.3.23.4	Requirement	Have an automatic White Balance.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 47	5.1.3.23.5	Requirement	Have IP based connectivity.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 47	5.1.3.23.6	Requirement	Have standard JPEG or equal image format with adjustable quality control.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 47	5.1.3.23.7	Requirement	Be environmentally sealed to IP67 Standards (as defined in Section 3).	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 47	5.1.3.23.8	Requirement	Have a high-resolution mega-pixel digital camera system with dual lens configuration in a single camera housing for both color daytime and monochrome night-time.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 47	5.1.3.23.9	Requirement	Have an automatic day/night mode switching between color images for daytime and monochrome images nighttime.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 48	5.1.3.23.10	Requirement	Have automatic exposure and gain control (> 120 Db).	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 48	5.1.3.23.11	Requirement	Employ a self-monitoring mechanism capable of automatically recycling power to the camera system in the event of communication/IP network errors.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 48	5.1.3.23.12	Requirement	Have the vehicle identification process reside within the camera. For each vehicle, the system must be capable of receiving a vehicle ID and attaching this ID to each image capture in order to ensure data integrity and proper vehicle image association.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 48	5.1.3.23.13	Requirement	Have a response time within +- 67 milliseconds between the moment a trigger command is received by the system and the image is taken.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 48	5.1.3.23.14	Requirement	Employ image sequencing and file naming scheme in addition to standard time/date stamping in order to accurately match vehicle trigger events to their associated images.	✓
Bidder Response			IIS understands and complies with this requirement.	

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Page 48	5.1.3.23.15	Requirement	Include a focal distance and field of view matched infrared illumination system to capture identifiable vehicle images during low light and night-time lighting conditions.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 48	5.1.3.23.16	Requirement	Include lightning and surge protection for all data and power links.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 48	5.1.3.24.1	Requirement	The ATIS solution software must associate each sensor data (i.e. Thermal and Visible Light camera images) to a specific CMV record.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 48	5.1.3.24.2	Requirement	Display each CMV record including all associated roadside sensor data, test results and any alert notifications.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 49	5.1.3.24.3	Requirement	Have the ability to align automated running-gear inspections to specific PSC safety objectives through user pre-defined screening rules.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 49	5.1.3.24.4	Requirement	Be able to modify screening rules when needed.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 49	5.1.3.24.5	Requirement	Have the ability to consolidate all automated running-gear inspections into one centralized database.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 49	5.1.3.24.6	Requirement	Automatically alert PSC operators of failing CMV running gear (i.e. inoperative brakes, bearing failure, etc.).	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 49	5.1.3.24.7	Requirement	Allow a “report” and “release” function which would allow for a physical inspection at that moment or at a later date when that particular CMV passes through the facility again.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 49	5.1.3.24.8	Requirement	Have the ability to automatically associate a CMV running gear condition to a specific carrier.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 49	5.1.3.24.9	Requirement	Provide search capabilities by date, time, location or running-gear violation type.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 49	5.1.3.24.10	Requirement	Include an electronic screening rules manager that allows user-defined alarm notifications to be configured to meet multiple threshold levels.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 49	5.1.3.24.11	Requirement	Have a business rule screening manager that supports both simple logic testing and multi-level conditional logic testing.	✓
Bidder Response			IIS understands and complies with this requirement.	

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Page 49	5.1.3.24.12	Requirement	Have the ability to support multiple object-type data elements with multiple levels of discrete and conditional logic testing.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 49	5.1.3.24.13	Requirement	Have the capability to relay alert/no alert messages to a lane sorting system so that CMV's that fail testing are sorted into the static scale lane and the CMVs that pass testing are sorted into the bypass lane.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 50	5.1.3.24.14	Requirement	Include tools such as user access control, statistical reporting and activity/exception reporting.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 50	5.1.3.24.15	Requirement	Utilize an enterprise architecture that supports multiple client site deployments in a distributed network design including advanced functionality with centralized systemwide reporting features.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 50	5.1.3.24.16	Requirement	Include a single centralized software service responsible for system-wide administration, query management and data repository.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 50	5.1.3.24.17	Requirement	Have an interface to the other ESS proposed in this contract.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 50	5.1.3.24.18	Requirement	Include an integrated system status and performance manager that automatically monitors the operational condition of the system and sub-system components of the ATIS.	✓
Bidder Response			IIS understands and complies with this requirement.	
5.1.4 ESS Traffic Control				
Page 50	5.1.4.1.1	Requirement	The ESS Traffic Control (TC) must be capable of tracking vehicles as they approach the facility on the mainline and screen these vehicles automatically.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 50	5.1.4.1.2	Requirement	The TC must display (on the operator screen) vehicles as they enter the station in order of entry with any screening rules failure.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 50	5.1.4.1.3	Requirement	The TC must have the ability to control and manage traffic at the various locations around the station.	✓
Bidder Response			IIS understands and complies with this requirement.	
5.2 WIM				
Page 51	5.2.1	Requirement	The ESS system should support integration to the existing WIM system already in place at this location, as required by DOH. The Vendor will be required to replace the loops and piezos in the road and connect to the existing system. See DOH specifications in Exhibit B.	✓

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Bidder Response			IIS understands and complies with this requirement. We will integrate and use the existing WIM to the greatest extent possible while meeting the CRFQ specifications.	
Page 51	5.2.2.1	Requirement	The vendor shall be responsible for the installation of all software and hardware associated with the ESS.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 51	5.2.2.2	Requirement	The vendor shall supply all tools, tool accessories, equipment and personal safety equipment and supplies necessary to execute the contract.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 51	5.2.2.3	Requirement	The vendor shall be responsible for integrating the ESS software with existing PSC software as defined in Section 2 (Current Operating System) and with all other software associated with each device (i.e. ALPR, AUNR, OVC, ATIS, etc.).	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 51	5.2.2.4	Requirement	The vendor will be responsible for making sure that all systems have the capacity to work together and allow for system management of the ESS by the Agency. The agency has existing systems at the I64, and I77 truck inspection stations and the new system must have interoperability capabilities, so all systems work together.	✓
Bidder Response			IIS understands and complies with this requirement. The current systems on I-64 and I-77 are integrated together and this site will do so likewise.	
Page 51	5.2.2.5	Requirement	The vendor will supply all hardware, connectivity supplies and any other necessary equipment that will ensure the ESS is fully functioning per the Section 5 of the Specifications. This should include a modem and wireless connectivity services.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 52	5.2.2.6	Requirement	The vendor must comply with all State and Federal Guidelines regarding structural supports for highway signs, luminaires and traffic signals.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 52	5.2.2.7	Requirement	The vendor must comply with all State and Federal codes for installing electrical and data wires and cables.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 52	5.2.2.8	Requirement	Vendor will follow highway construction/installation specifications as provided by the WV Division of Highways (DOH) contained in Exhibit B.	✓
Bidder Response			IIS understands and complies with this requirement.	
Page 52	5.2.2.9	Requirement	Vendor is responsible for obtaining any necessary permits.	✓
Bidder Response			IIS understands and complies with this requirement.	

Document Page Number	Specification Section	Bidder Response	Requirement Description	Compliant
Page 52	5.2.2.10	Requirement	Vendor shall provide a five-year system maintenance program; which shall include software or patch updates and any necessary system adjustments and minimum manufacturer warranty for equipment. The five-year maintenance plan will become effective at project completion – June 15, 2022.	✓
Bidder Response			IIS understands and complies with this requirement.	
5.3 Specifications for Initial Meeting				
Page 52	5.3.1.1	Requirement	The vendor must provide the PSC and DOH with a design plan and drawings within 10 calendar days after contract award. This design plan and drawings must be reviewed and approved by the PSC, DOH and their support team before any construction or installation may begin.	✓
Bidder Response			IIS understands and complies with this requirement.	

Attachment 1 – Draft Software Agreement

SOFTWARE LICENSE AGREEMENT
(“Agreement”)

This Software License Agreement (“Agreement”) is entered into by and between Intelligent Imaging Systems Inc. with its principal place of business at Suite 170, 6325 Gateway Blvd., Edmonton, Alberta T6H 5H6 (“Licensor”), and _____, (“Licensee”) with its principal place of business at _____. The effective date of this Agreement shall be the date signed by Licensor below (“Effective Date”).

This Agreement has the following attachments, which are incorporated in this Agreement by this reference:

1. SCHEDULE A: Description of Licensed Product
2. SCHEDULE B: Training

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS.

- 1.1 “Authorized Representative” means an individual employee of a party who is authorized by such party to enter into agreements on behalf of such party.
- 1.2 “Derivative Work” means any work based upon the Licensed Product, including without limitation, any modification, revision, port, translation, abridgment, condensation or expansion of the Licensed Product or any form in which the Licensed Product is recast, transferred, transformed or adapted, which, if prepared without the rights granted under this Agreement, would result in copyright infringement.
- 1.3 “Documentation” means any documentation or materials including, without limitation, reference, user, installation, systems administrator and technical guides relating to the use of the Licensed Product.
- 1.4 “Escrowed Materials” means, at any given time, the Source Code which is deposited in trust with the Licensee, releaseable only in accordance with Section 3 of this Agreement.
- 1.5 “Installation” means each Licensee computer on which the Licensed Product is installed, or from which a Licensed Product is accessed from a Server.
- 1.6 “Licensed Product” means the software described in Schedule A in object code form together with the Documentation. The software includes third-party software only as specified in Schedule A.
- 1.7 “Release Condition” has the meaning ascribed to such term in Section 3.1 hereof.
- 1.8 “Purchase Order” means the purchase order issued by the Licensee to the Licensor.
- 1.9 “Server” means a computer storage device which contains information, software, documentation and/or data which are accessible to other computers through a network or other connection.
- 1.10 “Site” means the physical plant, factory, office or other building or real property owned or occupied by the Licensee, as specifically set forth in the Purchase Order.
- 1.11 “Source Code” means a complete copy of the source code version (human readable, uncompiled set of instructions) of the Licensed Product, appropriately labeled to denote the version or release thereof, and the currency date thereof, in each of:

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- 1.11.1 machine readable form on machine readable storage medium suitable for long term storage and in an executable form compatible with the computer system then being used by Licensor and which, when compiled, will produce the object code version of the Licensed Product, and
- 1.11.2 human readable form with annotations in the English language on bond paper suitable for long term archival storage.
- 1.12 "Term" means the term of this Agreement, which is from the Effective Date until it is terminated in accordance with section 12 of this Agreement.

2. GRANT OF LICENSE FOR LICENSED PRODUCT.

- 2.1 Licensor hereby grants Licensee, subject to the limitations in Section 2 of this Agreement, a non-exclusive, irrevocable, non-transferable license in the Province/State of _____ for the Term to:
 - 2.1.1 install and use internally the Licensed Product, on its computers and Servers up to the number of installations ordered by Licensee pursuant to the Purchase Order issued by Licensee to the Licensor;
 - 2.1.2 copy and have copied the Licensed Product in random access memory (RAM) as necessary or useful to operate, install, modify, enhance, support, maintain, service, troubleshoot or otherwise use the Licensed Product as permitted hereunder;
 - 2.1.3 make a reasonable number of copies of the Licensed Product solely for archival purposes and for purposes of disaster recovery testing; and
 - 2.1.4 make a reasonable number of copies of the Documentation for internal use.
- 2.2 Licensee may install the Licensed Product on a Server for purposes of installing and/or running the Licensed Product remotely over a network, provided that Licensee shall ensure that the maximum number of copies of the Licensed Product in simultaneous use on such network does not exceed the number of installations permitted by the Purchase Order. Such network may be temporary or permanent.
- 2.3 Licensee shall have the right to relocate the Licensed Product, either temporarily or permanently, to any replacement computer, Server and/or Site with notice of such relocation to Licensor within thirty (30) days thereof and without any charge or fee therefor.
- 2.4 Except as expressly permitted in this Agreement, Licensee shall not (and shall not allow a third party to, (i) reverse engineer, decompile, or disassemble the Licensed Product or any portion thereof, or otherwise derive the Source Code, (ii) remove any product identification, copyright or other proprietary notices from the Licensed Product or fail to reproduce in or on any copy thereof, or (iii) disclose to a third party the results of Licensed Product performance benchmarks.
- 2.5 EXCEPT AS SET FORTH IN SECTION 13, ALL LICENSES GRANTED BY LICENSOR TO LICENSEE ARE "AS IS" AND LICENSOR DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, LIABILITIES, CONDITIONS OR OBLIGATIONS WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION ANY WARRANTY, REPRESENTATION OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

3. ESCROW OF SOURCE CODE.

This section only applies in those situations where the parties have agreed that the Source Code is being escrowed. For this Agreement, the Source Code is being escrowed YES NO
Check here

If Section 3 does not apply, for the purposes of the Agreement, it will be considered “Intentionally Deleted”

- 3.1 For the purposes of this Section, a “Release Condition” shall mean:
 - 3.1.1 the Licensor becomes insolvent, is adjudged insolvent or bankrupt (or makes any assignment, petition or proposal in bankruptcy, either voluntarily or involuntarily), makes an assignment or attempts an assignment for the benefit of creditors, or takes the benefit of any statute or law in force for insolvent persons;
 - 3.1.2 the filing by the Licensor of any petition or answer seeking reorganization, readjustment or arrangement of the business of the Licensor under any statute or law relating to bankruptcy or insolvency;
 - 3.1.3 the appointment of a receiver or manager for the business or all or substantially all of the property of the Licensor;
 - 3.1.4 the institution of any proceedings for the liquidation or winding up of the Licensor’s business or for the termination of its corporate charter;
 - 3.1.5 the Licensor ceases, or threatens to cease, to carry on business in respect of the Licensed Product;
 - 3.1.6 the sale, assignment or other transfer by the Licensor, without the prior written consent of Licensee, of such of the Licensor’s rights in the Licensed Product as would prevent the Licensor from performing its obligations with respect to the Licensed Product under any agreement or arrangement with Licensee; or
 - 3.1.7 the Licensor is in material breach of any of its obligations hereunder.
- 3.2 Within ten (10) business days of the execution of this Agreement by both parties, the Licensor shall deposit the Escrowed Materials with the Licensee to be held by the Licensee in trust for the benefit of Licensor pursuant to the terms of this Agreement. The Licensor hereby transfers to the Licensee, in trust, all legal title in and to the physical copies of the media on which the Escrowed Materials are stored. The parties acknowledge that the transfer by the Licensor to the Licensee of legal title to the physical copies of the media on which the Escrowed Materials are stored pursuant to this section is not intended to, nor shall it, transfer any intangible rights in or to the Escrowed Materials, other than as set forth in this Agreement.
- 3.3 Promptly upon its receipt of Escrowed Materials, the Licensee shall place the Escrowed Materials in a locked storage facility suitable for deposits of valuable proprietary assets similar in nature to the Escrowed Materials with appropriately restricted access. The Escrowed Materials shall be segregated from materials which do not form part of this Agreement at a location within the boundaries of _____ . The Licensee shall notify the Licensor of the location of such facility and shall thereafter notify the Licensor in writing prior to any change in such location, provided that the location shall not be moved from the _____ without the prior consent of Licensor. The Licensee shall meet or exceed all industry standards for the maintenance and preservation of Escrowed Materials. The Licensee shall not permit any person

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access to the Escrowed Materials except as may be necessary for the Licensee's Authorized Representative to carry out its obligations under this Agreement.

- 3.4 Upon the Licensee's determination, acting reasonably, that there has been an occurrence of a Release Condition, Licensee may at any time thereafter give written notice ("Notice of Release") to the Licensor which notice shall:
- (a) be labeled "Notice of Release"; and
 - (b) identify this Agreement and the alleged Release Condition.

In addition to the Notice of Release, Licensee shall provide to the Licensor, a certificate executed by a senior officer of Licensee setting forth the particulars of the Release Condition and stating that Licensee has provided a copy of the Notice of Release to the Licensor pursuant to this Section.

- 3.5 If the Licensor desires to dispute a Notice of Release, the Licensor shall, within ten (10) business days following receipt of the Notice of Release, provide Licensee with a notice of dispute including a certificate executed by a senior officer of the Licensor, stating that no Release Condition has occurred ("Dispute Notice") whereupon, unless Licensee withdraws its Notice of Release, the provisions of Article 20 (Dispute Resolution) shall apply. If the Licensee receives the Dispute Notice within the ten (10) business days, the Licensee shall continue to hold the Escrowed Materials in accordance with this Agreement. If the Licensee does not receive the Dispute Notice within such ten (10) business days, or if the Licensor advises the Licensee prior to the expiration of the ten (10) business day period that it concurs with the Notice of Release, the Licensee is authorized and directed to deliver and transfer legal title to the physical copies of the Escrowed Materials (but not the intangible rights in the Escrowed Materials) to Licensee subject to the provisions hereof.
- 3.6 Upon a release of the Escrowed Materials to Licensee as provided for hereunder, Licensee shall have perpetual, irrevocable, non-exclusive license in the Province/State of _____ to use (or retain a third party to use) the Escrowed Materials in order to create, develop, improve, update, correct, maintain, support, enhance, modify and use the Licensed Product solely for the internal use of Licensee, consistent with the purposes set forth in section 2.1. For greater certainty, the Licensee may not use the Source Code for any commercial purpose, including commercializing the Source Code.
- 3.7 The Licensee shall defend, indemnify and hold the Licensor and its officers, directors, agents and employees, harmless against all costs, expenses and losses (including legal fees on a solicitor and his own client basis) incurred through claims of third parties against them based on the unauthorized acts or omissions of the Licensee with respect to the escrow of the Escrowed Materials and the release from escrow of the Escrowed Materials.
- 3.8 In the event that this Agreement is terminated, Licensee shall immediately return the Escrowed Materials to the Licensor.

4. TRAINING.

- 4.1 The delivery of the Licensed Product includes training for the Licensee's personnel per training session at the Licensee's premises at such times as mutually agreed. In particular (but without limitation):
- training will be organized and delivered by the Licensor, the order of which can be agreed between the Licensee and the Licensor;

- training should be completed within six (6) months from the date of delivery. The Licensor may charge for training at its then current rates for any training after the completion of the agreed training requirements; and
- retraining (i.e. training of the same or other people on modules that have already been covered) and training on new modules may be made available but at the Licensor's then current rates for any training.

5. FEES AND PAYMENT TERMS.

- 5.1 Within ten (10) days of the execution of this Agreement, Licensor shall deliver the Licensed Product to Licensee.
- 5.2 License fees are included in the purchase price payable under the Purchase Order.
- 5.3 Licensee is responsible for all taxes, duties and customs fees concerning the subject matter of this Agreement, excluding Licensor's income taxes.

6. ACCEPTANCE.

The Licensed Product shall be deemed accepted by the Licensee immediately after it has been delivered to the Licensee.

7. OWNERSHIP.

- 7.1 As between the parties, Licensor retains all title, and all rights and interest in and to the Licensed Product, and any and all copies and portions thereof.
- 7.2 If Licensee creates a Derivative Work or contracts with Licensor to develop a Derivative Work, Licensor shall exclusively own all rights, title and interest in and to said Derivative Work. Licensee agrees to assign and hereby does assign to Licensee all right, title and interest in and to said Derivative Work which Licensee may have. In the event that Licensee is unable for any reason whatsoever to secure Licensee's signature to any document assigning, perfecting, recording or acknowledging Licensor's ownership of Derivative Work(s), Licensee hereby irrevocably designates and appoints Licensor and its duly authorized officers as its attorneys-in-fact, with full power of substitution, to act for and on behalf of and instead of Licensee to execute and file any such document and to do all lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Licensee.

8. ASSIGNMENT; TRANSFER.

This Agreement and the rights and obligations hereunder are not transferable or assignable by the Licensee without the prior written consent of the Licensor.

9. CONSEQUENTIAL DAMAGES WAIVER.

EXCEPT THAT THE LIMITS IMPOSED BY THIS SECTION 9 SHALL NOT APPLY TO THE OBLIGATIONS OR INDEMNITY UNDER SECTION 11, A BREACH OF SECTION 16, AND NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, NEITHER PARTY SHALL BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST

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PROFITS. THIS SECTION DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY.

10. LIABILITY LIMITATION.

In no event shall Licensor's total liability to Licensee in connection with, arising out of, as related to this Agreement, exceed the aggregate amount paid by Licensee, to Licensor under the Purchase Order.

11. INDEMNIFICATION.

11.1 Indemnification by Licensor. Licensor shall defend, indemnify and hold harmless Licensee and its officers, directors, employees, agents, successors and permitted assigns from and against any and all loss, damage, settlement or expense (including legal expenses), as incurred to the extent resulting from or arising out of any claim which alleges that any Licensed Product or the use thereof infringes upon, misappropriates or violates any patents, copyrights, trademarks or trade secret rights or other proprietary rights of persons, firms or entities who are not parties to this Agreement. As a condition to such defense and indemnification, Licensee will provide Licensor with prompt written notice of the claim and permit Licensor to control the defense, settlement, adjustment or compromise of any such claim. Licensee may employ counsel at its own expense to assist it with respect to any such claim; provided, however, that if such counsel is necessary because of a conflict of interest of either Licensor or its counsel or because Licensor does not assume control, Licensor will bear the expense of such counsel. Licensee shall have no authority to settle any claim on behalf of Licensor.

11.2 Indemnification by Licensee. Licensee shall defend, indemnify and hold harmless Licensor and its officers, directors, employees, agents, successors and permitted assigns from and against any and all loss, damage, settlement or expense (including legal expenses), as incurred, resulting from or arising out of any (a) misappropriation or use of the Licensed Product other than in accordance with this Agreement, (b) violation of any law or regulation; (c) breach of this Agreement; (d) negligent or wrongful act or omission by Licensee or its employees, officers, agents, subcontractors or authorized third party that takes on those roles; or (e) use of the Source Code, other than in accordance with Section 3.

11.3 Licensor's Efforts. If the use of the Licensed Product is enjoined or becomes the subject of a claim of infringement, Licensor shall obtain such licenses, or make such replacements or modifications, as are necessary to continue the use of the Licensed Product without infringement and in compliance with the specifications set forth in the [RFP Information to be completed]. If Licensor is unable to achieve either of the foregoing within thirty (30) days (or such longer period as determined by Licensee in good faith) after the holding of infringement or the entry of the injunction, as applicable, Licensor shall promptly refund to Licensee the license fees paid for any Licensed Product, the use of which is legally prohibited and Licensee may in its discretion, terminate the licenses granted in Section 2 of this Agreement. Nothing in this paragraph shall limit any other remedy of Licensee.

11.4 Exceptions to Licensor Indemnity. Licensor shall have no obligation under Section 11 of this Agreement to the extent any claim of infringement or misappropriation results from (i) use of the Licensed Product in combination with any other product, end item, or subassembly not intended by Licensor, (ii) if the infringement would not have occurred but for such combination, incorporation or use; or (iii) Licensee's negligent or wrongful act or omission.

11.5 Exceptions to Licensee Indemnity. Licensee shall have no obligation under Section 11 of this Agreement to the extent any claim results from (i) Licensor's material breach of any law, regulation or this Agreement; or (ii) Licensor's negligent or wrongful act or omission.

12. TERMINATION.

12.1 This Agreement will remain in effect unless terminated pursuant to this Agreement ("Term"). A party shall have the right to terminate this Agreement if the other party fails to cure any material breach of this Agreement within thirty days (30) of receiving notice of such breach.

12.2 Upon termination of this Agreement for any reason, Section 3.8 (where Section 3 applies) and Sections 7 (Ownership) through 20 (General) of this Agreement will survive. Termination is not an exclusive remedy and all other remedies will be available whether or not the Agreement is terminated. The terminating party shall not be liable for any charges, damages, obligations or other costs incurred as a result of termination.

13. WARRANTY.

Licensor warrants that it is the true and lawful owner of the Licensed Product and that Licensor has the full right, power and authority to grant to Licensee the license herein.

14. NOTICES.

All notices shall be in writing and sent by registered mail, overnight courier (with written acknowledgment of receipt) or transmitted by facsimile (and confirmed by such mailing), to the following addresses, or such other address as either party may provide under this Section 14:

To Licensor: Intelligent Imaging Systems Inc.
Suite 170, 6325 Gateway Blvd.
Edmonton, Alberta T6H 5H6
Fax : 1-877-393-3939
Attention: Fred Ko

To Licensee: **[To be completed]**

Attention:

Any notice or other communications given in compliance with section, or made shall be deemed to have been given or made on the same day and to have been received on the day of delivery if delivered as foreshad or on the day of faxing or sending of the same by other recorded means of an electronic communications provided such day is a business day and if not on the first business day thereafter. Any party to this Agreement may from time to time change the address for notice by notice to the other parties.

15. CONFIDENTIALITY.

15.1 Licensee will protect the Licensor's Confidential Information from unauthorized dissemination and use with the same degree of care that such Licensee uses to protect its own like information but in no event less than reasonable care. "Confidential

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Information” shall mean any confidential or proprietary information of the Licensor disclosed in any form. For purpose of clarification, the Licensed Product (including the Source Code) and Documentation are Confidential Information.

15.2 Licensee will not use the Licensor's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Licensee will not disclose to third parties the Licensor's Confidential Information without the prior written consent of the Licensor.

15.3 The Licensee shall not be obligated under this Section 15 with respect to information the Licensee can document with prior written evidence;

15.3.1 is or has become publicly known through no fault of the Licensee or its employees or agents;

15.3.2 is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information;

15.3.3 was rightfully in the possession of the Licensee without restriction prior to its disclosure by the Licensor; or

15.3.4 is required by law to be disclosed.

15.4 Within thirty (30) days after the termination of this Agreement, Licensee will return or destroy any Confidential Information of the Licensor and any copies, extracts and derivatives thereof.

15.5 Licensee acknowledges that its breach of this Section 15 may cause irreparable injury to the Licensor for which monetary damages may not be an adequate remedy. Accordingly, Licensor will be entitled to seek injunctions or other equitable remedy in the event of such a breach by Licensee.

16. PUBLICITY.

Except as required by law, neither party shall disclose the terms, conditions or existence of this Agreement without the prior written consent of the other party.

17. RELATIONSHIP OF THE PARTIES.

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all times be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

18. AUTHORITY.

Each party represents that it has full power and authority to enter into this Agreement and comply with the terms and conditions hereof, and that the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

19. DISPUTE RESOLUTION.

19.1 In the event that the Licensor provides a Dispute Notice to the Licensee in the manner and within the time period set forth in Section 3.5 hereof, the Licensee shall not make use

of the Escrowed Materials except in accordance with a final decision of the arbitration panel as hereinafter provided.

- 19.2 Disputes arising under this Agreement shall be referred immediately to, and settled by, binding arbitration. Within three (3) business days of receipt from the Licensee of the Dispute Notice, the Licensor and Licensee will each appoint an arbitrator, and notify the other party of their choice. In the event that only one of the Licensor or Licensee appoints an arbitrator, then that arbitrator will be the sole arbitrator and his decision will be binding upon both parties. In the event neither party appoints an arbitrator within three (3) business days, then the period for appointment is extended in three (3) business day increments, until either one or both parties have appointed an arbitrator. In the event that an arbitrator is appointed by both parties within the time allowed then, within three (3) business days of the appointment of the second arbitrator, the arbitrators will together appoint a third arbitrator or, failing agreement on the third arbitrator, either the Licensor or Licensee may apply to a Justice of the Court of Queen's Bench of Alberta for appointment of a third arbitrator. Any arbitration pursuant to this Article 19 shall be conducted on an expedited basis and in accordance with the provisions of the *Arbitration Act* (Alberta). The arbitration shall take place in Edmonton, Alberta.
- 19.3 The decision of the one (1) arbitrator, if only one (1) is appointed, or of two (2) of the three (3) arbitrators, if three (3) are appointed, is binding on all parties. The Licensee shall give prompt effect to any arbitration award, notwithstanding the right of either the Licensor or Licensee to seek, in any court having jurisdiction thereof, enforcement or a stay of any award rendered by the arbitrators.
- 19.4 Each party shall pay its own costs of arbitration, and the parties shall divide equally the costs and fees of the arbitrators, unless the arbitrators otherwise direct.

20. GENERAL.

- 20.1 Applicable Law. This Agreement is made in and shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to the conflicts of laws provisions thereof.
- 20.2 Jurisdiction. The exclusive jurisdiction and venue for any action with respect to this Agreement shall be the provincial and federal courts in the Province of Alberta, and each of the parties hereto submits itself to this exclusive jurisdiction and venue of such courts for the purpose of such action.
- 20.3 Headings. The section headings herein are provided for ease of reference only and shall have no legal effect.
- 20.4 Severability. If any provision of this Agreement shall be held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 20.5 Waiver. The failure by a party to exercise any rights hereunder shall not operate as a waiver of such party's right or any other right in the future.
- 20.6 Amendment. This Agreement may be amended or modified only with the prior written consent of both parties.
- 20.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

- 20.8 Entire Agreement. This Agreement and all schedules, exhibits and attachments hereto, and the Purchase Order constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement replaces and supersedes any prior verbal or written understandings, communications, or representations between the parties.

- 20.9 Force Majeure. Neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control. Subject to the party so delaying promptly notifying the other party in writing of the reasons for (and the likely duration of) the delay, the performance of such party's obligations shall be suspended during the period that the said circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Licensor:
INTELLIGENT IMAGING SYSTEMS INC.

Licensee:

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date

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SCHEDULE A

DESCRIPTION OF LICENSED PRODUCT

Software

[Insert detailed description of the Licensed Product]

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SCHEDULE B

TRAINING TO BE PROVIDED BY LICENSOR ON DELIVERY OF LICENSED PRODUCT

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Attachment 2 – Sample Maintenance Service Agreement



IIS Standard SLAs - SAMPLE

IIS Standard Service Level Agreement (SLA) - SAMPLE

1 Introduction

This proposal presents the scope and pricing of a Support and Maintenance Services (SMS) Plan for the Intelligent Imaging Systems (IIS) Solution. 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 sites and equipment are covered under this proposal:

Technology Site	Hardware Scope	Software Scope
<i>Insert Site</i>	<i>Insert Hardware if applicable</i>	<i>Insert Software if applicable</i>

3 Scope of Services

IIS proposes four main tasks which compose the *Insert SMS term here* 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 at delivery to ensure that the systems are 1) free from defects in materials and workmanship and 2) conform to the IIS system specifications at time of delivery.

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

If a system does not function as warranted during the warranty period, IIS will make it do so 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 presented in Section 4, Proposal Limitations.



3.2 Scheduled Maintenance Services

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

- 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
 - 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
 - Verifying 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
 - Verify 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



IIS Standard SLAs - SAMPLE

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@intelligentimaging.com or www.intelligentimaging.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 – Scheduled

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.



IIS Standard SLAs - SAMPLE

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 with a workaround.	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.
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.

Service Tickets will remain outstanding until the matter is resolved, and once resolved, IIS will prepare a full service report that will be forwarded to the customer at the noted interval.

3.4 Software Services

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.



IIS Standard SLAs - SAMPLE

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 Network Operations Center (IIS NOC). 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. IIS will supply online software tool tips, online users' manuals, and online training material. Online training and webinars will be held and recorded to facilitate continuous and consistent training. Ongoing operator training can also be performed in person up to once per year, at a time and place mutually agreed to by IIS and the customer, upon request. 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.

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.



IIS Standard SLAs - SAMPLE

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.

See Section 6 for pricing of components not covered for the above.

5 Pricing of Support and Maintenance Services

6 IIS Standard System Component Price Summary - If Applicable

This SMS contract provides the state with the option of purchasing components of the IIS standard system for existing or new sites to support a statewide Smart Roadside program, if applicable. The customer, under issuance of a purchase order, can procure the following equipment at the fixed prices listed in the table below.

Item	Description	Price
<i>Item</i>	<i>Description</i>	<i>Price</i>



IIS Standard SLAs - SAMPLE

6.1 Service Summary

IIS will respond to service requests on a time and materials basis 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 Standard Manpower Services Rates

The following provides a breakdown of IIS Standard field and technical service rates to be considered only for any additional services not listed in Section 3 of this document. The standard discounting for the Client with a Scheduled Maintenance Services (SMS) agreement are shown. (Clients with SMS agreements, please refer to your specific contract documentation for applicable discounted hourly rates.)

Manpower Category	Standard Office Rate/Hour	Standard Field Rate/Day	SMS Office Rate/Hour	SMS*** Field Rate/Day	% Discount off Standard Rate
Initial Phone Support	Complimentary				
Level I Technical Support					
Level II Technical Support					
Field Service Technician					
Specialized Technical Personnel					
Imaging Engineer					
Mechanical Engineer					
Electrical Engineer					



IIS Standard SLAs - SAMPLE

Project Manager/Engineer					
Senior Systems Engineer					
Senior Product Engineer					
Senior Software Designer/Engineer					

**Field Rates include local transportation (rental vehicle), accommodation, and meals on a per diem basis.*

***Hourly rates are derived from the field rates based on an 8-hour workday.*

****Scheduled Maintenance Services*

IIS reserves the right, at its discretion, to change or modify its hourly rate during times of travel restrictions or supervening circumstances

SAMPLE

Attachment 3 -Pricing Page – Exhibit A

Exhibit "A" Pricing Page

*VIRTUAL ELECTRONIC SCREENING SYSTEM
PUBLIC SERVICE COMMISSION OF WEST VIRGINIA
RT 50 WOOD COUNTY WEST VIRGINIA*

NAME OF VENDOR: Intelligent Imaging Systems, Inc.

The aforementioned, hereinafter called Vendor, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the Lump Sum of:

For the lump sum of: One million, sixty-three thousand and two hundred and seven dollars (USD)

(\$ 1,063,207.00

).
(Show amount in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall govern.)

Respectfully submitted,

BY (Signature)  Fred Ko

Title: Vice President Operations

FIRM ADDRESS: 5425 Calgary Trail NW, Edmonton, Alberta, T6H 4J9, Canada

DATED: 21 March 2022

Attachment 4 – Purchasing Affidavit

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Intelligent Imaging Systems, Inc.

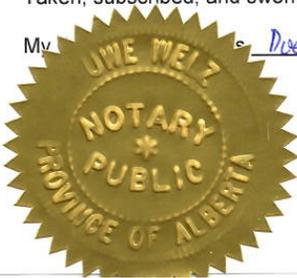
Authorized Signature: [Signature] Date: 18 March 2022

State of City of Edmonton

County of Province of Alberta, to-wit:

Taken, subscribed, and sworn to before me this 18 day of March, 2022.

My Does not expire, 20 .



NOTARY PUBLIC [Signature]

UWE WELZ
Barrister & Solicitor
Notary Public for the
Province of Alberta

Purchasing Affidavit (Revised 01/19/2018)

Attachment 5 – Drug Free Workplace Conformance Affidavit

WV-73
Approved / April 30, 2020



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

I, Fred Ko, after being first duly sworn, depose and state as follows:

1. I am an employee of Intelligent Imaging Systems, Inc.; and,
(Company Name)
2. I do hereby attest that Intelligent Imaging Systems, Inc.
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Fred Ko

Signature:

Title: Vice President Operations

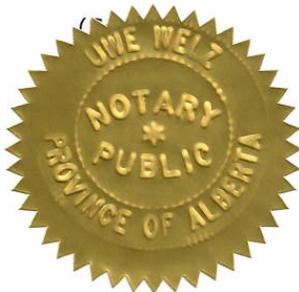
Company Name: Intelligent Imaging Systems, Inc.

Date: 18 March 2022

~~STATE OF WEST VIRGINIA,~~
PROVINCE of ALBERTA
COUNTY OF Canada, TO-WIT:

Taken, subscribed and sworn to before me this 18 day of March, 2022.

By Commission expires Does not expire



(Notary Public)

UWE WELZ
Barrister & Solicitor
Notary Public for the
Province of Alberta
Rev. July 7, 2017

Attachment 6 – Acknowledgment to Addenda

Not applicable.

Attachment 7 – Bid Bond Letter

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Intelligent Imaging Systems, Inc.
of Dallas, Texas, as Principal, and Trisura Insurance Company
of Stamford, Connecticut, a corporation organized and existing under the laws of the State of Oklahoma
with its principal office in the City of Stamford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of tender (\$ 5% of tender) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Virtual Electronic Roadside Inspection Station, Wood County

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 16th day of March, 2022.

Principal Seal



Intelligent Imaging Systems, Inc.
(Name of Principal)

By J. G. G.
(Must be President, Vice President, or
Duly Authorized Agent)

VP Operations
(Title)

Surety Seal

Trisura Insurance Company
(Name of Surety)

Emily Thompson
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**



2 Stamford Plaza
 Suite 1504, 281 Tresser Boulevard
 Stamford, Connecticut 06901
us.surety@trisura.com

POWER OF ATTORNEY

Bond Number: _____
 Bond issuance date: March 16th, 2022

KNOW ALL MEN BY THESE PRESENTS: That **TRISURA INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

John Watt, Andrew Neilans, John Thorpe, Sarah Mainella, Frederic Beauregard, Emily Thompson, Dylan Smith

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **TRISURA INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **TRISURA INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **TRISURA INSURANCE COMPANY** at a meeting duly held on the 11th day of **December, 2020**.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRISURA INSURANCE COMPANY** have each executed and attested these presents
 on this 25th day of February, 2022.

STATE OF Connecticut
 County of Fairfield


 George James, Chief Underwriting Officer, Surety



On this 25th day of **February, 2022**, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **TRISURA INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at
 Fairfield, Connecticut the day and year first above written.

SERENA I. SZEKELY  seal
 Notary Public, State of Connecticut
 My Commission Expires 10/31/2026
 My Commission Expires: 10/31/2026
 _____, a Notary Public of Connecticut

CERTIFICATION

I, the undersigned officer of **TRISURA INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, Mar. 16, 2022


 Richard Grant, Vice President, U.S. Surety 

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: us.surety@trisura.com

Attachment 8 – Subcontractor List Submission

Attachment 9 – Designated Contact – Certification and Signature Form

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.

Fred Ko, Vice President Operations
(Name, Title)
Fred Ko, Vice President Operations
(Printed Name and Title)
5425 Calgary Trail NW, Edmonton, Alberta, T6H 4J9, Canada
(Address)
780-909-5560
(Phone Number) / (Fax Number)
fko@intelligentimagingsystems.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation 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 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 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.

Intelligent Imaging Systems, Inc.
(Company)

 Fred Ko, Vice President Operations
(Authorized Signature) (Representative Name, Title)

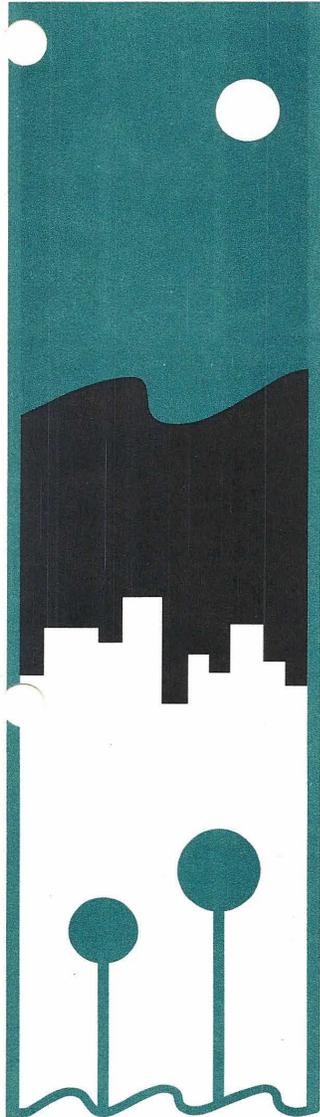
Fred Ko, Vice President Operations
(Printed Name and Title of Authorized Representative)

21 March 2022
(Date)

780-909-5560
(Phone Number) (Fax Number)

Revised 02/08/2022

Attachment 10 – Contractor’s License



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV055042

Classification:
SPECIALTY

INTELLIGENT IMAGING SYSTEMS INC
DBA INTELLIGENT IMAGING SYSTEMS INC
STE 170 6325 GATEWAY BLVD
EDMONTON, CN T6H-586

Date Issued	Expiration Date
JUNE 01, 2021	JUNE 01, 2022

Authorized Company Signature

Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV055094

Classification:
LOW VOLTAGE SYSTEMS
COMMUNICATION & SOUND
SIGN INSTALLATION NO ELECTRICA

JACKSON CONSTRUCTION AND GENERAL CO
DBA JACKSON CONSTRUCTION AND GENERAL CO
500 NINEVAH ROAD
FRANKFORT, KY 40601

Date Issued

Expiration Date

JUNE 12, 2021

JUNE 12, 2022

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

Authorized Company Signature

[Signature]
Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

Attachment 11 – Contract Manager

REQUEST FOR QUOTATION
Electronic Screening System (ESS)

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to PSC upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor’s responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Jory Krogsgaard, Senior Project Manager, SRIS Engineering Services

Telephone Number: +1 587-335-0396

Fax Number: n/a

Email Address: jkrogsgaard@intelligentimagingystems.com

Revised 10/27/2014