



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](http://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](http://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:** 832745**Procurement Type:** Central Purchase Order**Vendor ID:**  **Legal Name:** INTELLIGENT IMAGING SYSTEMS**Alias/DBA:****Total Bid:** \$793,477.00**Response Date:**  **Response Time:** **Responded By User ID:**  **First Name:** **Last Name:** **Email:** **Phone:** **SO Doc Code:** CRFQ**SO Dept:** 0926**SO Doc ID:** PSC210000001**Published Date:** 2/9/21**Close Date:** 2/16/21**Close Time:** 13:30**Status:** Closed**Solicitation Description:** **Total of Header Attachments:** 1**Total of All Attachments:** 1



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Complete ESS system	1.00000	LS	793477.000000	793477.00

Comm Code	Manufacturer	Specification	Model #
43211718			

**Commodity Line Comments:** Complete proposal has been uploaded to Add Attachments Tab in wvOASIS, including: cover page, Qualifications and Mandatory Requirements Compliance, Certification and Signature, Exhibit A pricing, Contractor License, Bid Bond, Complete Software Assessment, Complete Maintenance Assessment, Subcontractor List, Distribution Affidavit

**Extended Description:**

Complete ESS system as described in the request for quotation and listed on Exhibit A Pricing page.



# Centralized Request for Quote

## 177 South Bound Mineral Wells Weigh Station (CFRQ 0926 PSC2100000001)



Submitted to:

**State of West Virginia**

Department of Administration

Purchasing Division

Contact name: Jessica S Chambers

T: 304-558-0246

E: [jessica.s.chambers@wv.gov](mailto:jessica.s.chambers@wv.gov)

Submitted by:

**Intelligent Imaging Systems, Inc.**

Suite 170, 6325 Gateway Blvd

Edmonton, Alberta T6H 5H6

Contact name: Fred Ko

T: 1-877-393-3939

E: [bids@intelligentimaging.com](mailto:bids@intelligentimaging.com)



**Intelligent Imaging Systems**

6325 Gateway Blvd NW, Suite 170

Edmonton, Alberta T6H 5H6

Phone 1.877.393.3939

Fax 1.877.393.8883

info@intelligentimagingystems.com

intelligentimaging.com

February 12, 2021

Bid Clerk  
Department of Administration  
Purchasing Division  
2019 Washington ST E  
Charleston WV 25305

Attention: Jessica S Chambers  
*Submitted online via wvoasis*

**Re: Centralized Request for Quote (CRFQ) – I77 South Bound Mineral Wells Weigh Station – Intelligent Imaging Systems Response**

Dear Jessica S Chambers,

Please find attached Intelligent Imaging Systems' (IIS) Proposal in response to the State of West Virginia's CRFQ for *I77 South Bound Mineral Wells Weigh Station*.

Our response is comprised of:

- Qualifications and Compliance to Mandatory Requirements
- Appendices 1-10 (including Exhibit A Pricing)

IIS Smart Roadside is the most comprehensive roadside safety platform available for Commercial Vehicle Enforcement (CVE). Our solutions meet, and in most instances exceed, all CRFQ mandatory and preferred requirements and offer the potential for future customizations and integrations depending on the needs of the State.

Our IIS proposed solution is unique in the marketplace. Not only is the screening system proven, scalable, and supported by unparalleled industry experience, but it also has integration capabilities to other CVE systems that no other vendor can offer. **IIS is confident that we are the only bidder that fully complies with State of West Virginia's mandatory requirements**, as we are the only provider of a fully-developed, ESS software application (Smart Roadside) that has been deployed and proven to meet the Public Service Commission (PSC) RFQ requirements, including integration with the State of West Virginia's existing system at I64, *without exception*.

Furthermore, IIS acknowledges that this is a grant funded project, and as such, will **complete the work to meet the June 15<sup>th</sup> deadline** within the RFQ, including the automated sub-system error logs, as requested by the State in the RFQ Questions (*Attachment A, response to question 10, dated February 4*). 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.

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 more than willing to answer any questions during this procurement process. Please feel free to contact Fred Ko, Vice President at 780.909.5560 or [fko@intelligentimagingsystems.com](mailto:fko@intelligentimagingsystems.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Fred Ko", is positioned above the typed name.

Fred Ko  
Vice President  
Intelligent Imaging Systems, Inc.



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

<b>Proc Folder:</b> 832745			<b>Reason for Modification:</b> Addendum No. 01 is being issued to address all technical questions received and extend the bid opening date to 2/16.
<b>Doc Description:</b> I77 South Bound Mineral Wells Weigh Station			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-02-09	2021-02-16 13:30	CRFQ 0926 PSC2100000001	2

**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 :** Suite 170, 6325 Gateway Blvd  
**Street :**  
**City :** Edmonton  
 Province  
**State :** Alberta **Country :** Canada **Zip :** T6H 5H6  
**Principal Contact :** Fred Ko  
**Vendor Contact Phone:** 780-909-5560 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Vendor  
 Signature X

**FEIN#** 98-0424466

**DATE** February 12, 2021

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 Public Service Commission of West Virginia (referenced further as PSC or Agency) to establish a contract for the purchase and installation of an Electronic Screening System (ESS) at the Interstate-177 South Mineral Wells, WV Weigh Station per the terms and conditions and specifications as attached.

INVOICE TO	SHIP TO
PUBLIC SERVICE COMMISSION 201 BROOKS ST  CHARLESTON WV 25301 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Complete ESS system <i>*includes five year system maintenance program as per RFQ</i>	1.00000	LS	\$793,477	\$793,477

Comm Code	Manufacturer	Specification	Model #
43211718			

**Extended Description:**

Complete ESS system as described in the request for quotation and listed on Exhibit A Pricing page.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTION DEADLINE	2021-02-05

	Document Phase	Document Description	Page
PSC210000001	Final	177 South Bound Mineral Wells Weigh Station	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## Request for Quotation - Response

### Qualifications and Mandatory Requirements

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## Introduction:

### How IIS is Uniquely Qualified to Meet Mandatory Requirements

**IIS believes that we are the only bidder that fully complies with State of West Virginia’s mandatory requirements**, as we are the only provider of a fully-developed, ESS software application (Smart Roadside) that has been deployed and proven to meet the Public Service Commission (PSC) RFQ requirements, including integration with the State of West Virginia’s existing system at I64, *without exception*.

Highlights of our proposal are as follows:

#### 1. No New Development Required

IIS is the only provider of Smart Roadside, a deployed and proven ESS software system that is existing at WV I64 – and the software solution we propose for I77. Every functional and technical element of our proposal is commercial-off-the-shelf (COTS) and field-proven<sup>1</sup>. We thus comply with the following requirements:

*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 (5.1.1.1).*

*The vendor will be responsible for making sure that all systems work together and integrate for management of the ESS by the Agency. The agency has an existing system at WV I64 and the new system must have interoperability capabilities with the other system and must work together (5.1.5.4).*

As of the date of proposal submission, IIS has not received any requests from other bidders to integrate to this existing system, or for more information to determine the integration requirements (despite our contact information being publically available in the Q&A responses distributed on February 9, 2021). We would have been willing to provide the information required to interested bidders, and in a timely manner for submission, had this request been received.

Since there are no existing integrations to the I-64 system, other vendors would need to develop these integrations, increasing risks to the state as a result of undeveloped and unproven technology. **Systems that are not fully developed at bidding fail to meet mandatory requirement 5.1.1.1.** As the original developer of the existing Smart Roadside system, we can state definitively that **no other vendors can claim to have an existing integration** that is “compatible with the existing system on I-64” (from Q&A response #1, dated February 4, 2021).

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<sup>1</sup> IIS would be pleased to provide referenceable projects and can demonstrate our solution on demand.

## 2. Full System Integration

As mentioned above, the proposed ESS at I-77 Mineral Wells and the existing I-64 Hurricane Site operate on the same software platform, so they will be fully integrated. Integration at both sites allows for all site look-up of License Plate and Vehicle searches (per requirement noted in Q&A, question 4 response).

In addition, IIS offers screening integration with the ATIS to allow them to operate as a single system, not independently built and deployed. This is unique in the industry (requirement 5.1.3.24.17).

## 3. Adherence to Project Timelines

IIS acknowledges that this is a grant funded project, and as such, will **complete the work to meet the June 15<sup>th</sup> deadline** within the RFQ, including the fully functional factory acceptance testing and automated sub-system error logs, as requested by the State in the RFQ Questions (*Attachment A, response to question 10, dated February 4*). As previously stated above, IIS is offering a fully developed and integrated system, so it is the only vendor that can guarantee no development or integration risks to the project schedule.

## 4. Centralized Server - Value Add

As a value-add within our proposal, IIS offers a **centralized server to the State to optimize integration and future interoperability** between sites, to optimize the systems to work seamlessly together. With the activation of additional sites, IIS is confident that this centralized server approach, although not a requirement within the RFQ, will provide the best value and functionality to the State of West Virginia.

## IIS Proposal: Our Fully-Developed and Proven ESS Solution

IIS will supply and install an ESS on the ramp entering the Mineral Wells weigh station. This will include License Plate Reading (ALPR), USDOT Number Reader, (AUNR), and Overview Cameras (OVC). Additionally, IIS will supply an Automated Thermal Inspection System (ATIS) closer to the weigh station building as trucks approach the static scale.

The work includes all design, engineering, drawing and construction submittals, integration, project management services, equipment supply, mounting, installation, commissioning, training, and the five year system maintenance program as in the RFQ.

### Proposed Layout



Figure 1: Proposed Location of Equipment at the I-77 Mineral Wells Weigh Station

The image above (Figure 1) shows the proposed location of the screening equipment deployment at the I-77 Mineral Wells weigh station.

The image to the right (Figure 2) demonstrates the typical ESS equipment pole and cameras on the ramp.

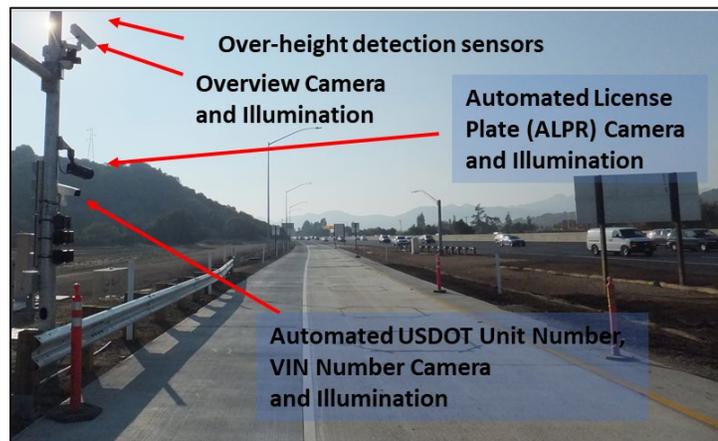


Figure 2: Typical ESS Equipment Pole and Cameras on the Ramp

The image to the right (*Figure 3*) shows an example of a visually detectable seatbelt usage. This image was captured by our standard OVC camera.

IIS is the only vendor with this capability. We welcome the opportunity to provide a demonstration of this technology to the State of West Virginia via a webinar.

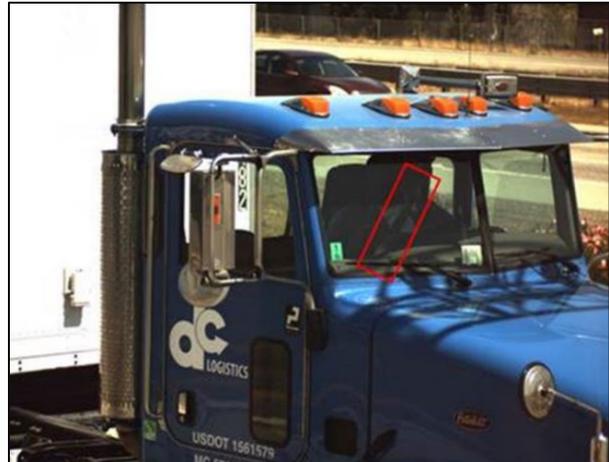


Figure 3: Visually detectable seatbelt usage (OVC)



Figure 4: Example of single vehicle digital file summary display including CVSA decal information

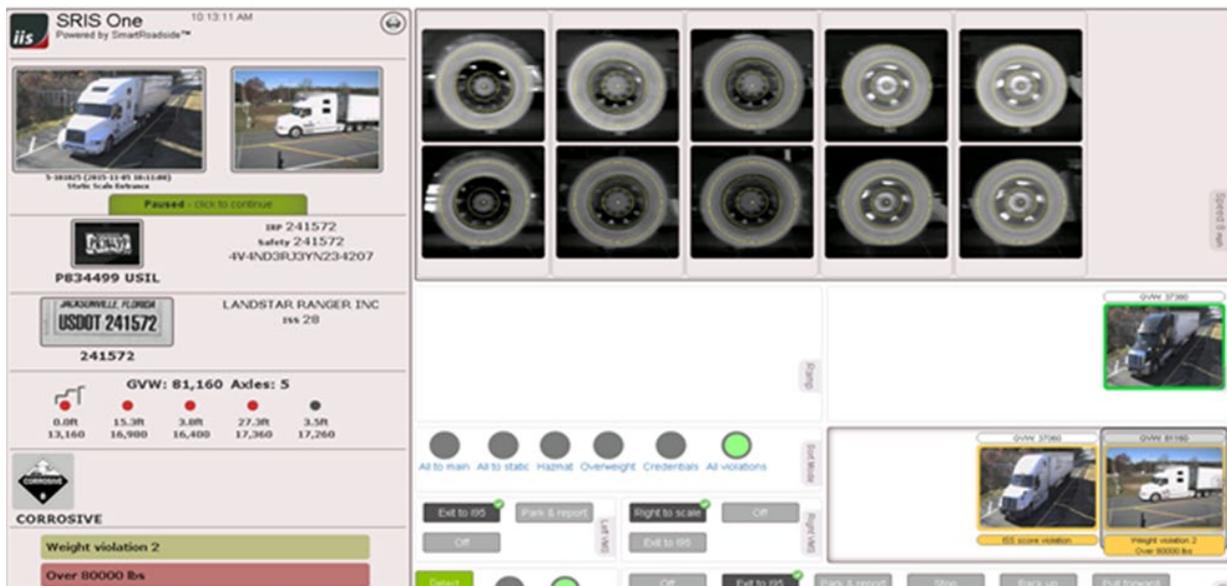
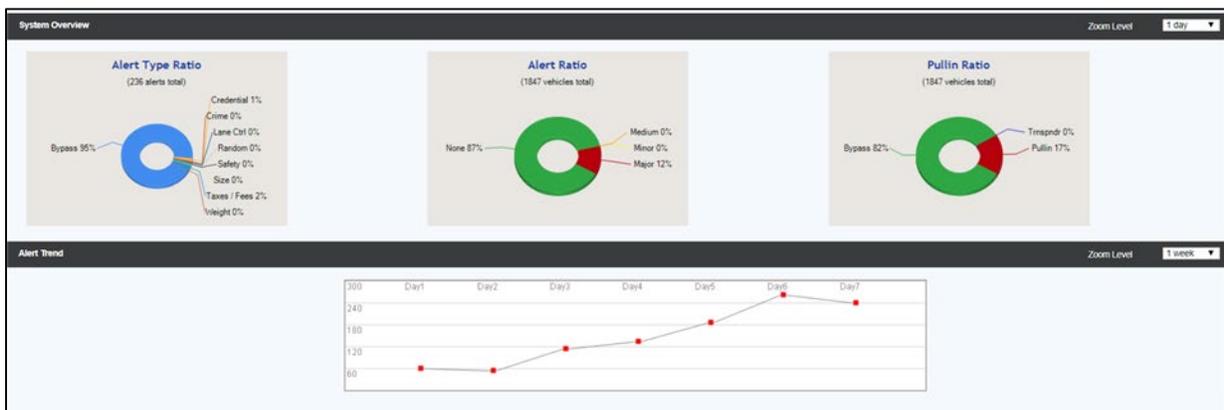


Figure 5: Fully Integrated Automated Thermal Inspection System (ATIS) on the ESS System screen (requirement 5.1.3.24.17) displays ATIS & ESS data in single vehicle files, not through a separate display



Figure 6: Installation of the Automated Thermal Inspection System (ATIS)

The following images demonstrate full Integration of all Sites within a Single ESS System. The Screenshots show dashboard/management view of site status in real time (as per requirement 5.1.1.26).



**Lane Summary** (2018-02-23 16:29:01) (NY New York) (Daily (Default))

Status	Lane	Daily Count	Alert Ratio
Open	NY Allegany I-86 WB Mainline	21	42 / 58
Closed	NY Bath I-86 WB Mainline	45	100 / 0
Closed	NY Bedford I-684 SB Mainline	65	100 / 0
Open	NY Campbell I-86 EB Mainline	36	33 / 67
Open	NY Clifton Park I-87 NB Mainline	96	31 / 69
Closed	NY Erwin ST 15 SB Mainline	30	100 / 0
Open	NY Lafayette I-81 NB Mainline	83	37 / 63
Closed	NY Lafayette I-81 SB Mainline	63	100 / 0
Closed	NY Nichols I-86 EB Mainline	13	100 / 0
Closed	NY Owego I-86 WB Mainline	31	100 / 0
Open	NY Peru I-87 SB Mainline	20	40 / 60
Closed	NY Plainview I-495 EB Mainline	71	98 / 2
Closed	NY Preble I-81 NB Mainline	78	98 / 2
Closed	NY Queensbury I-87 NB Mainline	34	100 / 0

Lane Summary (2013-03-10 15:02:48) NM New Mexico Daily

Status	Lane	Daily Count	Alert Ratio
Online	Anthony EB I-10	1,786	58
Online	Anthony POE WB-10	1,034	46
Online	Gallup POE EB-40	409	56
Online	Gallup WB I-40	1,861	56
Online	Lordsburg Exit 20	115	42
Online	Lordsburg Exit 24	210	90
Online	Lordsburg POE EB-10	455	49
Online	Lordsburg WB I-10	1,916	50
Offline	Mobile #1		100
Offline	NM Van #2		100
Online	Raton POE SB-25	188	44
Online	Raton VSRIS NB-25	467	44
Online	San Jon POE WB-40	711	42
Online	San Jon SR392 NB	2	50

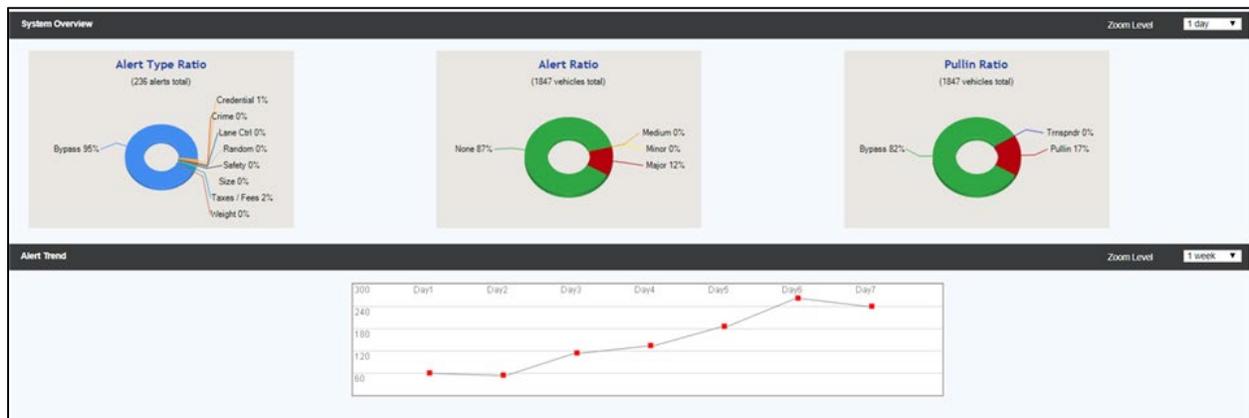


Figure 7: ESS Screenshots: Dashboard/management view of site status (real-time)

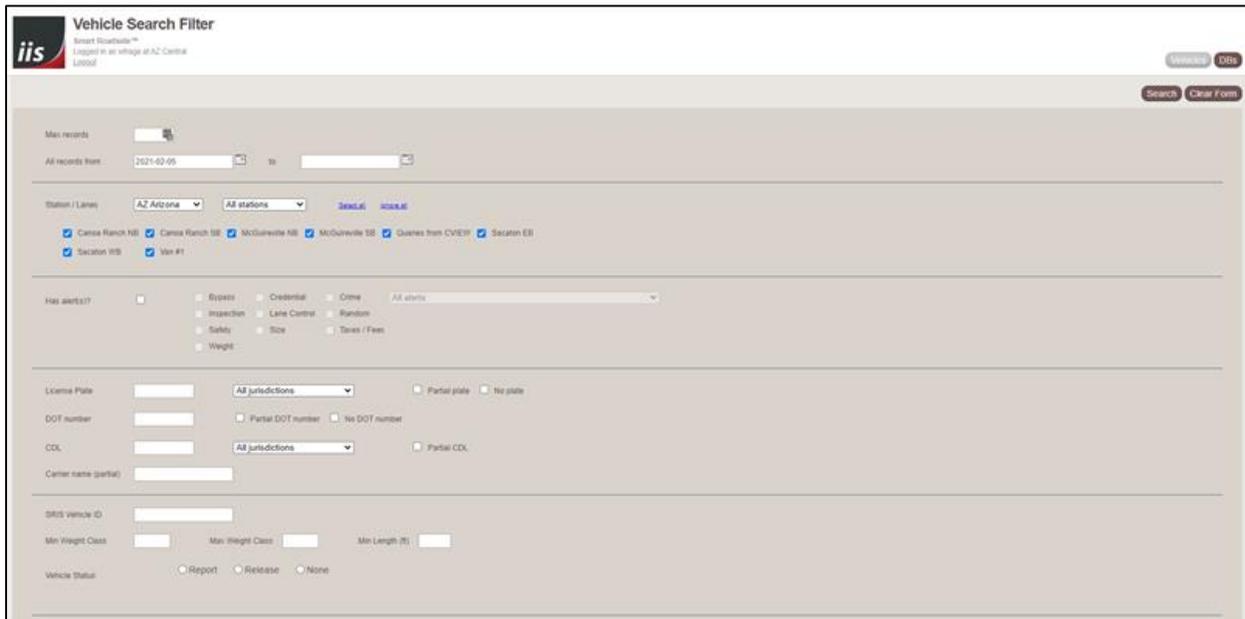


Figure 8: Comprehensive Vehicle Searches across multiple sites

This above screenshot (Figure 8) is from the Cloud Enterprise, showing all sites in a State (Arizona) and Search capabilities (including License Plate and USDOT Number) across all the State sites. This aligns with RFQ requirement 5.1.1.26 and the State’s Response to Question 4 (as per Q&A dated February 4, 2021).

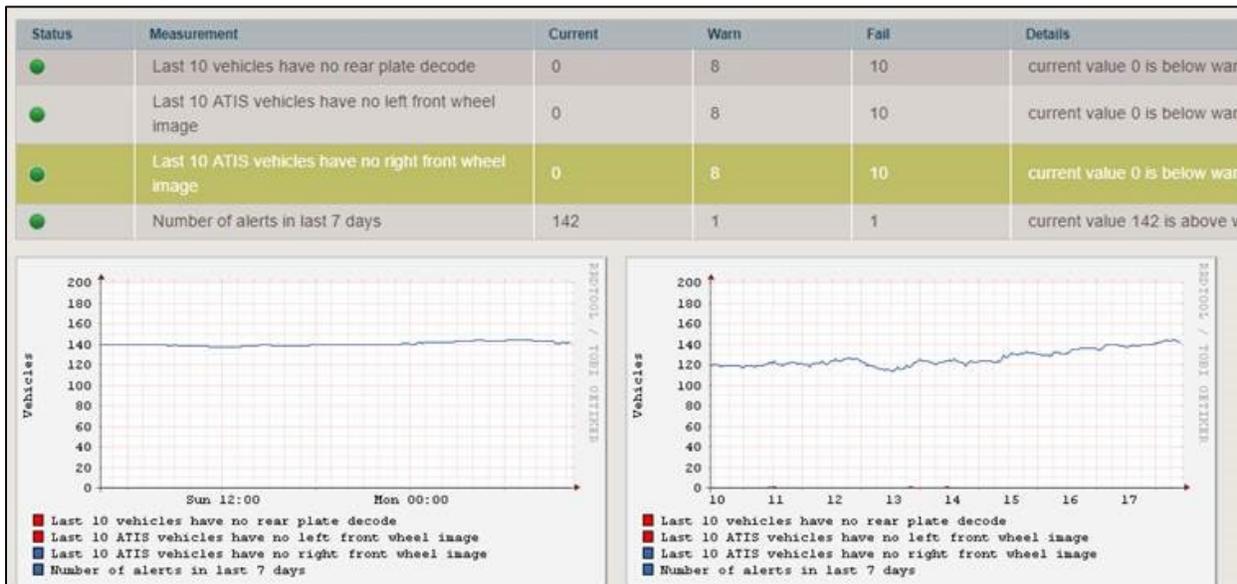


Figure 9: Full System Diagnostics and Monitoring as part of Smart Status. All subsystems are monitored and dashboard reports show status with fault prediction capabilities and error logs (requirement 5.1.1.26)

## Specifications

### 4. Qualifications

*Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:*

*4.1. The vendor must have at least three years 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 over 18 years of direct, in-house experience specifically in the installation, integration, maintenance and repair of e-screening systems in over 28 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 (ALPR),
- Automated USDOT Number Recognition Readers (AUNR),
- Overview Cameras (OVC),
- Automated Thermal Inspection Systems (ATIS), and
- ESS Traffic Control.

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, and 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.

IIS does not outsource experience or expertise. IIS has in-house technical staff that is proficient and they are considered experts in the technologies being deployed. The IIS project team has a complete understanding of the required Electronic Screening System requirements. Our team has directly relevant experience with a track record of technical excellence and client satisfaction. Each of our team members has proven experience in the deployment of multiple configurations of the proposed system.

The IIS Smart Roadside Inspection System is the most comprehensive roadside safety platform available for commercial vehicle enforcement. It offers a single, unified system that eliminates multiple, stand-alone systems and streamlines roadside operations. Smart Roadside is highly scalable and supports mainline screening (virtual sites), ramp

screening (weigh stations) and remote screening (trailer or van). A single interface operates and controls facilities, static scales and electronic screening.

Smart Roadside is flexible and seamlessly supports the widest variety of third-party integrations including over 30 hardware roadside sensors, the most comprehensive list of authoritative data sources and e-screening extensions.

The Smart Roadside program management console reports on system performance and includes tools to help you manage and make decisions. It also supports grant reporting, performance monitoring and overseeing system maintenance.

## 5. Mandatory Requirements

*5.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.*

Intelligent Imaging Systems (IIS) meets or exceeds all requirements for *5.1 Mandatory Contract Services Requirements and Deliverables*. IIS has confirmed our compliance with each of the RFQ's mandatory requirements in the following tables.

### 5.1.1 ESS Software System: RFQ Requirements and IIS Compliance

5.1.1.1	<i>ESS software system including hardware, data connectivity, screening rules and operator functions</i>
IIS compliance	✓
5.1.1.2	<i>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.</i>
IIS compliance	✓
5.1.1.3	<i>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.</i>
IIS compliance	✓ The proposed ESS will operate within the PSC's current IT Infrastructure, as the existing I-64 site currently operates.
5.1.1.4	<i>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.</i>

IIS compliance	<p>✓ IIS is the only company that has deployed Image-Based ESS systems that include the Automated Thermal Inspection System in the main system interface, fully integrated into the main system and not an independent add-on.</p> <p><b>The proposed ESS is hardware agnostic – we can demonstrate integration to all required systems, as required.</b></p>
5.1.1.5	<i>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.</i>
IIS compliance	✓
5.1.1.6	<i>When required, the ESS software must integrate available WIM and/or over-height detection data into each integrated vehicle record.</i>
IIS compliance	✓
5.1.1.7	<i>The ESS software must provide manual entry Optical Character Recognition (OCR) correction and database query re-submission options easily activated by operator.</i>
IIS compliance	✓
5.1.1.8	<i>The ESS software must provide search capabilities by date, time and vehicle record.</i>
IIS compliance	✓
5.1.1.9	<i>The ESS software must be capable of querying both local and remote databases (as listed in Section 1) for screening functions.</i>
IIS compliance	✓
5.1.1.10	<i>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.</i>
IIS compliance	✓
5.1.1.11	<i>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.</i>
IIS compliance	✓
5.1.1.12	<i>The ESS software must have a business rule screening manager that supports both simple logic testing and multi-level conditional logic testing.</i>

IIS compliance	✓
5.1.1.13	<i>The ESS software must support multiple object-type data elements with multiple levels of discrete and conditional logic testing.</i>
IIS compliance	✓
5.1.1.14	<i>The ESS software must include tools such as access control, statistical reporting and activity/exception reporting.</i>
IIS compliance	✓
5.1.1.15	<i>The ESS software must employ an enterprise architecture that supports multiple client site deployments in a distributed network design.</i>
IIS compliance	✓
5.1.1.16	<i>The ESS software must include a single centralized service responsible for system-wide administration, query management and data repository.</i>
IIS compliance	✓
5.1.1.17	<i>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.</i>
IIS compliance	✓
5.1.1.18	<i>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.</i>
IIS compliance	✓
5.1.1.19	<i>System operational status reports will include an operations report feature that displays a summary of the station operational status including the traffic passing through the facility, the portion of traffic screened and bypassed, the portion of traffic generating alerts, and the type and quantity of alerts generated. Locally at a station, the information displayed will pertain to that station, and at an administrative level, all stations within the program will be displayed showing comparative rates and volumes.</i>
IIS compliance	✓
5.1.1.20	<i>The ESS application must employ an enterprise architecture whereby multiple ESS sites can be linked to a centralized server.</i>
IIS compliance	✓

5.1.1.21	<i>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, 3) US Route 35, 4) US Route 50.</i>
IIS compliance	✓
5.1.1.22	<i>The ESS software must be compatible with the existing system located at the 164 Hurricane, WV weigh stations.</i>
IIS compliance	✓ IIS supplied the current system at I-64 Hurricane.
5.1.1.23	<i>The ESS enterprise software shall be responsible for routing statewide ESS electronic screening data requests through the (Agency owned and operated) central server thereby maintaining a system to system link between the central server and any of the agency prescribed federal/state credentials/law enforcement databases to be used in the electronic screening process.</i>
IIS compliance	✓ The ESS proposed is 100% compatible with the I-64 Hurricane Site, using the same integrated software and user interface.
5.1.1.24	<i>The ESS enterprise software shall provide a visible mapping of the entire back office database access for access by the agency administrator.</i>
IIS compliance	✓
5.1.1.25	<i>The ESS enterprise software shall automatically collect and aggregate all electronic screening data from any ESS screening sites deployed in the state.</i>
IIS compliance	✓
5.1.1.26	<i>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.</i>
IIS compliance	✓
5.1.1.27	<i>The ESS enterprise software dashboards shall provide aggregated and categorized screening results data by site and aggregated into a single measure for the statewide program.</i>
IIS compliance	✓
5.1.1.28	<i>The ESS enterprise software screening results data report shall include measures on vehicle counts, alert ratios, alert type</i>

	<i>breakdowns, alert time of day breakdowns, and alert volume trends over configurable time periods.</i>
IIS compliance	✓
5.1.1.29	<i>The ESS enterprise software dashboards shall provide aggregated and categorized system performance data by site and aggregated into a single measure for the statewide program.</i>
IIS compliance	✓
5.1.1.30	<i>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.</i>
IIS compliance	✓
5.1.1.31	<i>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 sub-system level.</i>
IIS compliance	✓
5.1.1.32	<i>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.</i>
IIS compliance	✓
5.1.1.33	<i>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.</i>
IIS compliance	✓
5.1.1.34	<i>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.</i>
IIS compliance	✓
5.1.1.35	<i>All system documentation must be furnished in electronic format.</i>
IIS compliance	✓

### 5.1.2 Image based vehicle identification systems

Intelligent Imaging Systems meets or exceeds all requirements for 5.1.2 Image based vehicle identification systems.

We have included more information in the following compliance tables.

#### 5.1.2.1 ALPR: RFQ Requirements and IIS Compliance

5.1.2.1.1	<i>The ALPR must be capable of capturing license plates anywhere on the front bumper and rear of CMV s passing through the inspection station.</i>
IIS compliance	✓
5.1.2.1.2	<i>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.</i>
IIS compliance	✓
5.1.2.1.3	<i>The ALPR must provide license plate capture at night with no external lighting required.</i>
IIS compliance	✓
5.1.2.1.4	<i>The ALPR camera must have the capability of detecting up to at least 2 CMV license plates simultaneously in the FOV.</i>
IIS compliance	✓
5.1.2.1.5	<i>The ALPR must have the ability to capture vehicle license plates at speeds up to 70 mph.</i>
IIS compliance	✓
5.1.2.1.6	<i>The ALPR must have infrared (IR) illumination utilizing driver safe non-visible light (greater than 700 nanometers).</i>
IIS compliance	✓
5.1.2.1.7	<i>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.</i>
IIS compliance	✓
5.1.2.1.8	<i>The ALPR must have a self-illuminating IR camera for maximum plate capture performance regardless of weather or lighting condition.</i>
IIS compliance	✓

5.1.2.1.9	<i>The ALPR IR light-emitting diodes (LEDs) utilized in the cameras must be "pulsed" to enhance license plate capture.</i>
IIS compliance	✓
5.1.2.1.10	<i>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.</i>
IIS compliance	✓
5.1.2.1.11	<i>The ALPR dual lens camera and processor must be integrated into a single sealed enclosure tested to IP68 standards (as defined in Section 3).</i>
IIS compliance	✓
5.1.2.1.12	<i>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.</i>
IIS compliance	✓
5.1.2.1.13	<i>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.</i>
IIS compliance	✓
5.1.2.1.14	<i>An ALPR processor must be integrated into each camera unit.</i>
IIS compliance	✓
5.1.2.1.15	<i>There must be no moving parts in the dual-lens cameras.</i>
IIS compliance	✓
5.1.2.1.16	<i>The dual lens cameras must be capable of capturing up to 60 frames per second.</i>
IIS compliance	✓
5.1.2.1.17	<i>All camera mounting bracket systems must be manufactured specifically for the vendor's cameras.</i>
IIS compliance	✓
5.1.2.1.18	<i>The integrated camera/processor, in its IP67 (as defined in Section 3) enclosure should weigh no more than 10 lbs.</i>
IIS compliance	✓

5.1.2.1.19	<i>The integrated camera/processor shall operate on less than 28V, 5A DC power.</i>
IIS compliance	✓
5.1.2.1.20	<i>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.</i>
IIS compliance	✓
5.1.2.1.21	<i>The system must include lightning and surge protection for all data and power links.</i>
IIS compliance	✓
5.1.2.1.22	<i>The ALPR application software must have the ability to provide OCR updates for new plate designs as required.</i>
IIS compliance	✓
5.1.2.1.23	<i>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.</i>
IIS compliance	✓
5.1.2.1.24	<i>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.</i>
IIS compliance	✓
5.1.2.1.25	<i>The integrated camera/processor must offer standard JPEG or equal format for compressing digital image files</i>
IIS compliance	✓
5.1.2.1.26	<i>The integrated camera/processor must be fully web-enabled and IP-addressable.</i>
IIS compliance	✓

IIS is proposing our **Smart Roadside Inspection System (SRIS)** as the operating platform for the I-77 Mineral Wells site. This is the same platform that is currently deployed at I-64 Hurricane and this system as a standard feature meets all camera reading requirements required by the State.

We fully meet the specifications and details addressing compliance with all individual specifications follows:

**5.1.2.1.27 The system must be capable of providing all of the following data:**

5.1.2.1.27.1 IIS compliance	<i>The IR license plate image.</i> ✓
5.1.2.1.27.2 IIS compliance	<i>The license plate interpretation or system read.</i> ✓
5.1.2.1.27.3 IIS compliance	<i>A corresponding color overview image of the vehicle displaying the captured IR license plate.</i> ✓
5.1.2.1.27.4 IIS compliance	<i>The date and time stamp of the image.</i> ✓
5.1.2.1.27.5 IIS compliance	<i>Identification of the camera capturing the image.</i> ✓
5.1.2.1.27.6 IIS compliance	<i>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.</i> ✓
5.1.2.1.27.7 IIS compliance	<i>The integrated camera/processor must allow for up to 12GB of optional compact flash storage to allow for buffering of data.</i> ✓
5.1.2.1.27.8 IIS compliance	<i>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.</i> ✓
5.1.2.1.27.9 IIS compliance	<i>The application software must provide a date and time stamp with every license plate capture.</i> ✓

### 5.1.2.2 AUNR: RFQ Requirements and IIS Compliance

5.1.2.2.1	<i>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.</i>
IIS compliance	✓
5.1.2.2.2	<i>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.</i>
IIS compliance	✓
5.1.2.2.3	<i>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.</i>
IIS compliance	✓
5.1.2.2.4	<i>The AUNR system must provide UN capture at night with only driver safe lighting systems.</i>
IIS compliance	✓
5.1.2.2.5	<i>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.</i>
IIS compliance	✓
5.1.2.2.6	<i>The AUNR system shall have the capability to optionally add Hazardous Material Placard Recognition (HMPR) functionality via a software-only upgrade to sub-system.</i>
IIS compliance	✓
5.1.2.2.7	<i>The AUNR system must work in a CMV weigh station</i>
IIS compliance	✓
5.1.2.2.8	<i>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.</i>
IIS compliance	✓

5.1.2.2.9	<i>The AUNR system must have an operator interface to include database remote query functionality.</i>
IIS compliance	✓
5.1.2.2.10	<i>The AUNR system must provide a high resolution image quality with a minimum 4,000,000 picture elements.</i>
IIS compliance	✓
5.1.2.2.11	<i>The AUNR system must be capable of capturing crisp images of passing images with a minimum capture speed of 15 feet per second.</i>
IIS compliance	✓
5.1.2.2.12	<i>The AUNR system shutter speed must be capable of 1/10,000 second exposure setting.</i>
IIS compliance	✓
5.1.2.2.13	<i>The AUNR system must have a vibration resistance rating of at least 1 0G (20Hz-200Hz).</i>
IIS compliance	✓
5.1.2.2.14	<i>The AUNR system's exterior imaging equipment must be housed in a single weather proof enclosure.</i>
IIS compliance	✓
5.1.2.2.15	<i>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.</i>
IIS compliance	✓
5.1.2.2.16	<i>The AUNR system must have adequate illumination utilizing driver safe lighting systems for day and night operations.</i>
IIS compliance	✓
5.1.2.2.17	<i>The AUNR system must have an operator interface to include ability to review and modify USDOT records associated with each vehicle record.</i>
IIS compliance	✓
5.1.2.2.18	<i>The AUNR system must decode UNs into a digital string and associate image and UN into a single vehicle record file.</i>
IIS compliance	✓

5.1.2.2.19	<i>The AUNR system must provide a still image capture of the side of each truck for identification purposes.</i>
IIS compliance	✓
5.1.2.2.20	<i>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.</i>
IIS compliance	✓
5.1.2.2.21	<i>The AUNR system must employ a user-defined programmable image set control and variable image sequencing control.</i>
IIS compliance	✓
5.1.2.2.22	<i>The AUNR system must employ a dynamic exposure control including automated recalibration process to optimize UN decode performance.</i>
IIS compliance	✓

**5.1.2.2.23 The AUNR system must be capable of providing all the following data:**

5.1.2.2.23.1	<i>A data record consisting of a digital image and a UN interpretation.</i>
IIS compliance	✓
5.1.2.2.23.2	<i>The image corresponding to the successful UN read must include the UN in the FOV</i>
IIS compliance	✓
5.1.2.2.23.3	<i>The UN interpretation overlaid onto the original image.</i>
IIS compliance	✓
5.1.2.2.23.4	<i>The date and time stamp.</i>
IIS compliance	✓
5.1.2.2.23.5	<i>Identification of the camera capturing the image.</i>
IIS compliance	✓
5.1.2.2.23.6	<i>A percentage confidence rating for each UN decode.</i>
IIS compliance	✓
5.1.2.2.23.7	<i>Allow for dynamic vehicle speed and dimensioning inputs to optimize OCR processing time.</i>
IIS compliance	✓
5.1.2.2.23.8	<i>Must employ two-tier OCR processing design to independently improve both roadside and statistical performance.</i>
IIS compliance	✓
5.1.2.2.23.9	<i>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 Haz-Matplacards, including the type of placard, and any specific material type and coding present on the placards.</i>
IIS compliance	✓

### 5.1.2.3 Overview Cameras (OVC): RFQ Requirements and IIS Compliance

5.1.2.3.1	<i>The OVC system must provide a high speed image capture producing clear overview images of vehicles traveling up to 70 miles per hour.</i>
IIS compliance	✓
5.1.2.3.2	<i>The OVC system must have a maximum 45 Db Signal to Noise Ratio.</i>
IIS compliance	✓
5.1.2.3.3	<i>The OVC system must have an automatic White Balance.</i>
IIS compliance	✓
5.1.2.3.4	<i>The OVC system must have IP based connectivity.</i>
IIS compliance	✓
5.1.2.3.5	<i>The OVC system must have standard JPEG or equal image format with adjustable quality control.</i>
IIS compliance	✓
5.1.2.3.6	<i>The OVC system must be environmentally sealed to IP67 Standards (as defined in Section 3).</i>
IIS compliance	✓
5.1.2.3.7	<i>The OVC enclosure must be nitrogen purged and pressure sealed.</i>
IIS compliance	✓
5.1.2.3.8	<i>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.</i>
IIS compliance	✓
5.1.2.3.9	<i>The OVC system must have an automatic day/night mode switching between color images for daytime and monochrome images for night-time.</i>
IIS compliance	✓

5.1.2.3.10	<i>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.</i>
IIS compliance	✓
5.1.2.3.11	<i>The OVC systems automatic exposure and gain control shall be greater than 120Db.</i>
IIS compliance	✓
5.1.2.3.12	<i>The OVC system must employ a self-monitoring mechanism capable of automatically recycling power to the ove system in the event of communication/IP network errors.</i>
IIS compliance	✓
5.1.2.3.13	<i>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.</i>
IIS compliance	✓
5.1.2.3.14	<i>The response time between the moment a trigger command is received by the ove system and the overview image is taken must not exceed 100 milliseconds per second +- 75 milliseconds per second.</i>
IIS compliance	✓
5.1.2.3.15	<i>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.</i>
IIS compliance	✓
5.1.2.3.16	<i>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.</i>
IIS compliance	✓
5.1.2.3.17	<i>The OVC system must include lightning and surge protection for all data and power links.</i>
IIS compliance	✓
5.1.2.3.18	<i>The OVC system must be a fully developed COTS.</i>
IIS compliance	✓

### 5.1.3 Automated Thermal Inspection System (ATIS)

Intelligent Imaging Systems meets or exceeds all requirements for 5.1.3 Automated Thermal Inspection System (ATIS). We have included more information in the following compliance tables.

#### 5.1.3.1 ATIS: RFQ Requirements and IIS Compliance

5.1.3.1	<i>The ATIS is intended to assist officers by identifying those vehicles with mal-functioning running gear for further more detailed inspection. Mal-functioning running gear shall include at a minimum: 1) non-operational brakes, 2) hot bearings, 3) under-pressure and flat tires, 4) dragging brakes and 5) defective or oil soaked linings.</i>
IIS compliance	✓
5.1.3.2	<i>The ATIS shall incorporate both Visible Light and Thermal Imaging Technology for ease of use and identification of trucks and problems by officers.</i>
IIS compliance	✓
5.1.3.3	<i>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.</i>
IIS compliance	✓
5.1.3.4	<i>The ATIS must automatically notify officers of passing CMV' s that have been determined to have malfunctioning running gear.</i>
IIS compliance	✓
5.1.3.5	<i>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.</i>
IIS compliance	✓
5.1.3.6	<i>The ATIS must be fully integrated into the ESS system and shall not be an independent or stand alone system.</i>
IIS compliance	✓
5.1.3.7	<i>The vendor must supply all system engineering drawings to be approved by the PSC prior to installation.</i>
IIS compliance	✓

5.1.3.8	<i>The ATIS design must accommodate variations in site conditions through the use of lens and camera mounting configurations.</i>
IIS compliance	✓
5.1.3.9	<i>The ATIS technical methodology to acquire vehicle data, from which to analyze running gear performance must work in a CMV weigh station environment.</i>
IIS compliance	✓
5.1.3.10	<i>The ATIS must be able to adjust the gain and level setting.</i>
IIS compliance	✓
5.1.3.11	<i>The ATIS must operate at a minimum of 50Hz and be capable of capturing wheel images from triggers generated from the in-road sensors.</i>
IIS compliance	✓
5.1.3.12	<i>The ATIS must operate day and night with equal accuracy.</i>
IIS compliance	✓
5.1.3.13	<i>The ATIS must have an operating temperature range of 14 degrees Fahrenheit to 131 degrees Fahrenheit.</i>
IIS compliance	✓
5.1.3.14	<i>The ATIS must not accumulate moisture from extreme heat or snow conditions.</i>
IIS compliance	✓
5.1.3.15	<i>The ATIS must be fully integrated, enclosed and weather resistant.</i>
IIS compliance	✓
5.1.3.16	<i>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.</i>
IIS compliance	✓
5.1.3.17	<i>The ATIS must be able to automatically reset itself to screen the next CMV in the ramp queue.</i>
IIS compliance	✓

5.1.3.18	<i>The ATIS must integrate with the proposed ESS software, ALPR, AUNR and OVC.</i>
IIS compliance	✓
5.1.3.19	<i>The ATIS must be designed to work in real-time.</i>
IIS compliance	✓
5.1.3.20	<i>The ATIS camera enclosure must be NEMA 4X (as defined in Section 3) rated for weather resistance.</i>
IIS compliance	✓
5.1.3.21	<i>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.</i>
IIS compliance	✓
5.1.3.22	<i>The ATIS must include lightning and surge protection for all data and power links.</i>
IIS compliance	✓

**5.1.3.23 The ATIS Visible Light Camera system must:**

5.1.3.23.1	<i>Provide a high speed image capture producing clear overview images of vehicles traveling up to 30 miles per hour.</i>
IIS compliance	✓
5.1.3.23.2	<i>Have a wheel detection rate equal to or greater than 98% (no more than 2% error).</i>
IIS compliance	✓
5.1.3.23.3	<i>Have a maximum 45 Db Signal to Noise Ratio.</i>
IIS compliance	✓
5.1.3.23.4	<i>Have an automatic White Balance.</i>
IIS compliance	✓
5.1.3.23.5	<i>Have IP based connectivity.</i>
IIS compliance	✓
5.1.3.23.6	<i>Have standard JPEG or equal image format with adjustable quality control.</i>
IIS compliance	✓
5.1.3.23.7	<i>Be environmentally sealed to IP67 Standards (as defined in Section 3).</i>
IIS compliance	✓
5.1.3.23.8	<i>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.</i>
IIS compliance	✓
5.1.3.23.9	<i>Have an automatic day/night mode switching between color images for daytime and monochrome images night-time.</i>
IIS compliance	✓
5.1.3.23.10	<i>Have automatic exposure and gain control(&gt; 120 Db).</i>
IIS compliance	✓
5.1.3.23.11	<i>Employ a self-monitoring mechanism capable of automatically recycling power to the camera system in the event of communication/IP network errors.</i>
IIS compliance	✓

5.1.3.23.12	<i>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.</i>
IIS compliance	✓
5.1.3.23.13	<i>Have a response time within +- 67 milliseconds between the moment a trigger command is received by the system and the image is taken.</i>
IIS compliance	✓
5.1.3.23.14	<i>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.</i>
IIS compliance	✓
5.1.3.23.16	<i>Include lightning and surge protection for all data and power links.</i>
IIS compliance	✓

**5.1.3.24 The ATIS solution software must:**

5.1.3.24.1	<i>Associate each sensor data (i.e. Thermal and Visible Light camera images) to a specific CMV record.</i>
IIS compliance	✓
5.1.3.24.2	<i>Display each CMV record including all associated roadside sensor data, test results and any alert notifications.</i>
IIS compliance	✓
5.1.3.24.3	<i>Have the ability to align automated running-gear inspections to specific PSC safety objectives through user pre-defined screening rules.</i>
IIS compliance	✓
5.1.3.24.4	<i>Be able to modify screening rules when needed.</i>
IIS compliance	✓
5.1.3.24.5	<i>Have the ability to consolidate all automated running-gear inspections into one centralized database.</i>
IIS compliance	✓
5.1.3.24.6	<i>Automatically alert PSC operators of failing CMV running-gear. (i.e. inoperative brakes, bearing failure, etc.).</i>
IIS compliance	✓
5.1.3.24.7	<i>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.</i>
IIS compliance	✓
5.1.3.24.8	<i>Have the ability to automatically associate a CMV running gear condition to a specific carrier.</i>
IIS compliance	✓
5.1.3.24.9	<i>Provide search capabilities by date, time, location or running-gear violation type.</i>
IIS compliance	✓
5.1.3.24.10	<i>Include an electronic screening rules manager that allows user-defined alarm notifications to be configured to meet multiple threshold levels.</i>
IIS compliance	✓

5.1.3.24.11	<i>Have a business rule screening manager that supports both simple logic testing and multi-level conditional logic testing.</i>
IIS compliance	✓
5.1.3.24.12	<i>Have the ability to support multiple object-type data elements with multiple levels of discrete and conditional logic testing.</i>
IIS compliance	✓
5.1.3.24.13	<i>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 CMV's that pass testing are sorted into the bypass lane.</i>
IIS compliance	✓
5.1.3.24.14	<i>Include tools such as user access control, statistical reporting and activity/exception reporting.</i>
IIS compliance	✓
5.1.3.24.15	<i>Utilize an enterprise architecture that supports multiple client site deployments in a distributed network design including advanced functionality with centralized system-wide reporting features.</i>
IIS compliance	✓
5.1.3.24.16	<i>Include a single centralized software service responsible for system-wide administration, query management and data repository.</i>
IIS compliance	✓
5.1.3.24.17	<i>Have an interface to the other ESS proposed in this contract.</i>
IIS compliance	✓
5.1.3.24.18	<i>Include an integrated system status and performance manager that automatically monitors the operational condition of the system and sub-system components of the ATIS.</i>
IIS compliance	✓

**5.1.4 ESS Traffic Control**

Intelligent Imaging Systems meets or exceeds all requirements for 5.1.4 Traffic Control. We have included more information in the following compliance tables.

**5.1.4 ESS Traffic Control: RFQ Requirements and IIS Compliance**

5.1.4.1	<i>The ESS Traffic Control (TC) must be capable of tracking vehicles as they approach the facility on the mainline and screen these vehicles automatically.</i>
IIS compliance	✓
5.1.4.2	<i>The TC must display (on the operator screen) vehicles as they enter the station in order of entry with any screening rules failure.</i>
IIS compliance	✓
5.1.4.3	<i>The TC must have the ability to control and manage traffic at the various locations around the station.</i>
IIS compliance	✓

**5.1.5 Installation and maintenance of all hardware and software**

Intelligent Imaging Systems meets or exceeds all requirements for 5.1.5 Installation and maintenance of all hardware and software. We have included more information in the following compliance tables.

**5.1.5 Installation and maintenance: RFQ Requirements and IIS Compliance**

5.1.5.1	<i>The vendor shall be responsible for the installation of all software and hardware associated with the ESS.</i>
IIS compliance	✓
5.1.5.2	<i>The vendor shall supply all tools, tool accessories, equipment and personal safety equipment and supplies necessary to execute the contract.</i>
IIS compliance	✓
5.1.5.3	<i>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, AIJNR, OVC, ATIS, etc.).</i>
IIS compliance	✓
5.1.5.4	<i>The vendor will be responsible for making sure that all systems work together and integrate for management of the ESS by the</i>

	<b>Agency. The agency has an existing system at 164 and the new system must have interoperability capabilities so all systems work together.</b>
IIS compliance	✓
5.1.5.5	<i>The vendor will supply all hardware, connectivity supplies and any other necessary equipment that will ensure the ESS is fully functioning per Section 5.3 of the Specifications.</i>
IIS compliance	✓
5.1.5.6	<i>The vendor must comply with all State and Federal Guidelines regarding structural supports for highway signs, luminaires and traffic signals.</i>
IIS compliance	✓
5.1.5.7	<i>The vendor must comply with all State and Federal codes for installing electrical and data wires and cables.</i>
IIS compliance	✓
5.1.5.8	<i>Vendor will follow highway construction/installation specifications as provided by the WV Division of Highways (DOH) contained in Exhibit B.</i>
IIS compliance	✓
5.1.5.9	<i>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.</i>
IIS compliance	✓
5.1.5.10	<i>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.</i>
IIS compliance	✓

	<b>Agency. The agency has an existing system at 164 and the new system must have interoperability capabilities so all systems work together.</b>
IIS compliance	✓
5.1.5.5	<i>The vendor will supply all hardware, connectivity supplies and any other necessary equipment that will ensure the ESS is fully functioning per Section 5.3 of the Specifications.</i>
IIS compliance	✓
5.1.5.6	<i>The vendor must comply with all State and Federal Guidelines regarding structural supports for highway signs, luminaires and traffic signals.</i>
IIS compliance	✓
5.1.5.7	<i>The vendor must comply with all State and Federal codes for installing electrical and data wires and cables.</i>
IIS compliance	✓
5.1.5.8	<i>Vendor will follow highway construction/installation specifications as provided by the WV Division of Highways (DOH) contained in Exhibit B.</i>
IIS compliance	✓
5.1.5.9	<i>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.</i>
IIS compliance	✓
5.1.5.10	<i>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.</i>
IIS compliance	✓

# Appendix 1

## Certification and Signature



*intelligent imaging systems*



**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

\_\_\_\_\_  
(Name, Title)

Fred Ko, Vice President

\_\_\_\_\_  
(Printed Name and Title)

Suite 170, 6325 Gateway Blvd, Edmonton AB, T6H 5H6

\_\_\_\_\_  
(Address)

T: 780-909-5560 / F: 780-461-3039

\_\_\_\_\_  
(Phone Number) / (Fax Number)

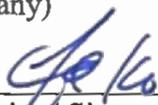
fko@intelligentimagingystems.com

\_\_\_\_\_  
(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.

Intelligent Imaging Systems, Inc.

\_\_\_\_\_  
(Company)



Fred Ko, Vice President

\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Fred Ko / Vice President

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

February 10, 2021

\_\_\_\_\_  
(Date)

T: 780-909-5560 / F: 780-461-3039

\_\_\_\_\_  
(Phone Number) (Fax Number)

# Appendix 2

## Exhibit A - Pricing



*intelligent imaging systems*



## Exhibit "A" Pricing Page

*ELECTRONIC SCREENING SYSTEM  
WEST VIRGINIA PUBLIC SERVICE COMMISSION  
WV I-77 MINERAL WELLS, WV WEIGH STATION*

**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 sum of:

**BASE BID:**

For the sum of: Seven hundred ninety-three thousand, four hundred and seventy-seven dollars

(\$ 793,477).

(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

**FIRM ADDRESS:** Suite 170, 6326 Gateway Blvd, Edmonton AB T6H 5H6

**DATED:** February 10, 2021

# Appendix 3

## Contractor's License



*intelligent imaging systems*



## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Intelligent Imaging Systems, Inc.

Contractor's License No.: WV- 055042

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

# 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

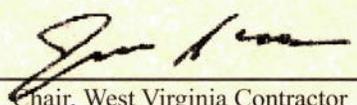
**Date Issued**

**Expiration Date**

JUNE 01, 2020

JUNE 01, 2021

\_\_\_\_\_  
Authorized Company Signature

  
\_\_\_\_\_  
Chair, West Virginia Contractor  
Licensing Board



**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.

# Appendix 4

## Bid Bond



*intelligent imaging systems*



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Intelligent Imaging Systems, Inc.  
of Edmonton, Alberta, as Principal, and RLI Insurance Company  
of Peoria, IL, a corporation organized and existing under the laws of the State of IL  
with its principal office in the City of Peoria, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of 5% of bid (\$ 43,100) 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  
177 South Bound Mineral Wells Weigh Station - purchase and installation of an Electronic Screening System

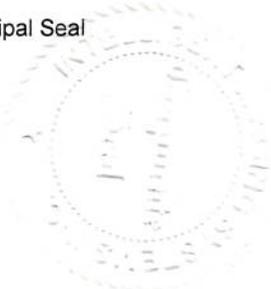
NOW THEREFORE,

- (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 5th day of February, 2021.

Principal Seal



Intelligent Imaging Systems, Inc.

(Name of Principal)

By JHG

(Must be President, Vice President, or Duly Authorized Agent)

VP operations

(Title)

Surety Seal



RLI Insurance Company

(Name of Surety)

Sarah Mainella  
(Sarah Mainella, Attorney-in-Fact)

Sarah Mainella 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.**

# Appendix 5

## DRAFT Software Agreement



*intelligent imaging systems*



**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:

- 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 [REDACTED]. 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 [REDACTED] 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

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

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 foresaid 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

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

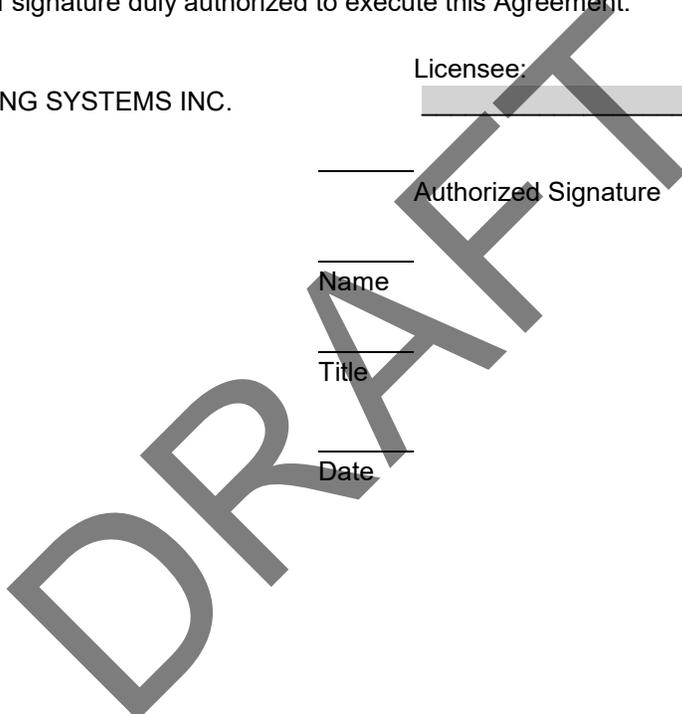
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

1632293-2



**SCHEDULE A**

**DESCRIPTION OF LICENSED PRODUCT**

**Software**

**[Insert detailed description of the Licensed Product]**

**DRAFT**

**SCHEDULE B**

**TRAINING TO BE PROVIDED BY LICENSOR ON DELIVERY OF LICENSED PRODUCT**

1632293-2

DRAFT

# Appendix 6

## SAMPLE Maintenance Agreement



*intelligent imaging systems*



## 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

### 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	<a href="mailto:Service@intelligentimaging.com">Service@intelligentimaging.com</a> or <a href="http://www.intelligentimaging.com">www.intelligentimaging.com</a>

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.

### Service Response and Support Times

	Definition	Examples	Response Time*	Support Time**
<b>Severity 1 – Critical</b>	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.
<b>Severity 2 – Major</b>	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.
<b>Severity 3 – Moderate</b>	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.
<b>Severity 4 – Minor</b>	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.

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.

#### 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>

**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					
<b>Specialized Technical Personnel</b>					
Imaging Engineer					
Mechanical Engineer					
Electrical Engineer					

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

# Appendix 7

## Subcontractor List



*intelligent imaging systems*





# Appendix 8

## Purchasing Affidavit



*intelligent imaging systems*



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.

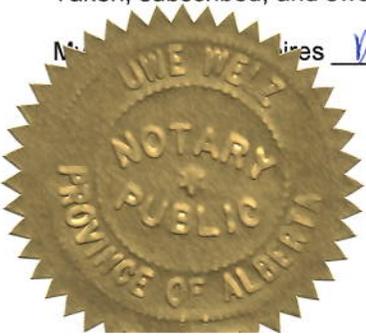
Authorized Signature: *[Signature]* Date: February 8, 2021

Province ~~State of~~ Alberta

City ~~County of~~ Edmonton, to-wit:

Taken, subscribed, and sworn to before me this 8 day of February, 2021.

My ~~commission~~ Does not expire, 20    .



*[Signature]*  
NOTARY PUBLIC for the Province of Alberta

**UWE WELZ**  
Barrister & Solicitor  
Notary Public for the  
Province of Alberta  
Purchasing Affidavit (Revised 01/19/2018)

# Appendix 9

## Contractor Manager



*intelligent imaging systems*



REQUEST FOR QUOTATION  
Electronic Screening System (ESS)

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**9.2.1. As long as COVID 19 safety precautions are in effect by the State of WV, vendor must adhere to the safety standards in place, such as wearing a face covering in the facility, etc.**

**10. VENDOR DEFAULT:**

- 10.1.** The following shall be considered a vendor default under this Contract.
  - 10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
  - 10.1.2.** Failure to comply with other specifications and requirements contained herein.
  - 10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 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  
**Telephone Number:** 587-335-0396  
**Fax Number:** 780-461-3039  
**Email Address:** jkrogsgaard@intelligentimagingystems.com

# Appendix 10

## Addenda Acknowledgement



*intelligent imaging systems*



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Intelligent Imaging Systems, Inc.

\_\_\_\_\_  
Company



\_\_\_\_\_  
Authorized Signature

February 12, 2021

\_\_\_\_\_  
Date

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

Revised 6/8/2012