Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No 20060050

1. ACTION REQUESTED/PURPOSE: Approve award of the Service Provider Agreement under CN-05-09 TOLL VIOLATION ENFORCEMENT SYSTEM, to the number one ranked firm, VESystems Corporation for a Grand Total cost of $2,244,907.00 to be paid from excess toll revenues over a period of five (5) years. Also authorize Chairwoman to execute the agreement on behalf of the Board

2. WHAT ACTION ACCOMPLISHES: Provides Lee County with a Consultant to provide a Violation Enforcement System. Work shall include all labor, materials and services to complete the design, documentation, installation, packaging, delivery, testing and acceptance of the hardware and software for the various Violation Enforcement System Land and Plaza configurations for Midpoint Memorial, Sanibel Causeway and Cape Coral Bridges.

3. MANAGEMENT RECOMMENDATION: Approval recommended.

4. Departmental Category: 09	C 9E	5. Meeting Date: 01-31-2006

6. Agenda:

X	Consent
	Administrative
	Appeals
	Public
	Walk-On

7. Requirement/Purpose: *(specify)*

	Statute	
	Ordinance	
X	Admin. Code	AC-4-4
	Other	

8. Request Initiated:

Commissioner
Department — Transportation
Division
By: Scott Gilbertson, Director

9. Background:

On June 21, the Board approved the ranking of consultants and authorized negotiations to commence with the number one ranked firm. The ranking was as follows: (1) VES Systems; (2) Transcore and (3) InTranS Group Inc.

Negotiations were successful with the number one ranked firm, VES Systems Corporation as follows:.

ITEM	Midpoint Memorial	Sanibel Causeway	Cape Coral	Totals
Program Management	$44,375	$8,516	$26,463	$79,353
Development and Integration	$303,394	$39,945	$72,750	$416,089
Miscellaneous:				
Travel & Expenses	$7,500	$7,500	$7,500	$22,500
Field Implementation	$18,225	$4,050	$18,225	$40,500
Contractor Services	$125,000	$15,000	$25,000	$165,000
Contingency	$12,000	$6,000	$12,000	$30,000
License Plate Recognition System (LPRS)	$223,548	$59,702	$223,548	$506,798
LPRS Spares	$13,223	$13,223	$13,223	$39,669
VESystems Baseline Software	(Not included. See Leasing Rates below.)			
COTS Hardware	$50,744	$0	$0	$50,744
COTS Software	$106,254	$0	$0	$106,254
Totals	$904,262	$153,936	$398,709	$1,456,907

Leasing for VESystems Baseline Software

	Year 1	Year 2	Year 3	Year 4	Year 5
Licensing	$100,000	$100,000	$100,000	$100,000	$100,000
Maintenance	(included)	$72,000	$72,000	$72,000	$72,000

Grand Total for Project $2,244,907

Funds are available for the first year in the amount of $1,004,262.00 in Account: 20503942135.506510
Attachment: 1. Service Provider Agreement for Execution

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
		N/A	JAO 1/19		Analyst	Risk	Grants	Mgr.	1.19.06

11. Commission Action:

	Approved
	Deferred
	Denied
	Other

RECVD. 1/19/06 by CO. ATTY.

CO. ATTY 1/19/06 FORWARDED TO CO. ADMIN.

Lee County Toll
Violation Enforcement System

For the
Lee County
Board of County Commissioners

Prepared by

Exceeding Expectations

Revision Date
December 1, 2005

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

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District Two

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County Manager

David M. Owen
County Attorney

Diana M. Parker
*County Hearing
Examiner*

June 23, 2005

SOLICITATION NO.: **CN-05-09**

VESystems Corporation
Mr. Manfred Rietsch
125 Pacifica, Suite #290
Irvine, CA 92618

SUBJECT: **TOLL VIOLATION ENFORCEMENT SYSTEM**

Dear Mr. Rietsch:

As one of the consultants who submitted a Letter of Interest to provide professional services for the subject project, this is to provide you with a report on the status of consultant selection for this project.

The Board of County Commissioners, at its meeting on June 21, 2005, has concurred with and approved the ranking of consultants to be considered in contract negotiations for the subject project as recommended by the Competitive Negotiations Committee, and further authorized contract negotiations to begin with the top ranked consultant. The ranking of consultants is as follows:

1   VESystems corporation
2   TransCore
3   IntranS Group

Carol Goldwasser, with the Department of Transportation, will serve as the County's designated Project Manager. She will be in contact with you to arrange for a representative of your firm to meet with her to develop the Exhibits that will form the basis of a Service Provider Agreement for this project. A copy of Lee County's standard Service Provider Agreement is forwarded herewith in advance of our getting together.

Lee County appreciates your interest in being of service. We look forward to developing and negotiating an Agreement that we can present to the Board of County Commissioners for approval at the earliest possible date.

Sincerely,
CONTRACTS MANAGEMENT

Lisa Crone
Contracts Specialist

cc: Ms. Carol Goldwasser, Director, DOT Tolls, Project Manager

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this <u>21st</u> day of <u>June</u>, <u>2005</u>, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY" and <u>VESystems Corporation</u>, hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the Turnkey Development of a Video Violation Enforcement System services of said PROVIDER as further described herein referred to as VESystems Corporation, and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 -SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A" dated __December 2__ 2005, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 -DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or ,work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services be provided and/or performed by the PROVIDER.

3 .4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES
  (1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) <u>County's Approval Shall Not Relieve Provider of Responsibility</u>. Neither review, approval , or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials . Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work, and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5   LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.
The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services and attorney's fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6   NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, and PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7   RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8   ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 -COMPENSATION AND METHOD OF PAYMENT

4.1   BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated __December 2__ 2005, which is attached hereto and made a part of this Agreement.

4.2   ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3   METHOD OF PAYMENT.
(1)   MONTHLY STATEMENTS.
The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2)   PAYMENT SCHEDULE.
The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges.
 Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30)calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 -TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C" , entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), to unforeseen causes not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of. the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained an company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated __December 2__ 2005 entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED
   (1)   The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily sickness or disease or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s) , subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

   (2)   The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater

(3)   The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains until the completion of that subcontractor's work, of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.

(4)   The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1)   The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.

(2)   All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the state of Florida.

(3)   Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate

(4)   Each Certificate of Insurance shall include the following:
    (A)   The name and type of policy and coverages provided;
    (B)   The amount or limit applicable to each coverage provided;
    (C)   The date of expiration of coverage.
    (D)   The designation of the Lee County Board of County Commissioners both as an additional insured and as certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
    (E)   Cancellation -Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the Certificate Holder named.

(5)   If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall, obtain and maintain the following insurance coverages:

(1) **WORKERS' COMPENSATION**
Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:
   (A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $100,000 for each accident, whichever limit is greater.
   (B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.

(2) **COMMERCIAL GENERAL LIABILITY**
Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services office and shall include the following:

   (A) Minimum limits of $100,000 per occurrence and $300,000 aggregate for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.
   (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) **BUSINESS AUTOMOBILE LIABILITY**
Coverage must "be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services office and must include the following:

   (A) Minimum limits of $100,000 per person and $300,000 per accident for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.
   (B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

(3) **PROFESSIONAL LIABILITY**
Coverage shall include the following:
   (A) A minimum aggregate limit of N/A
   (B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and supersede prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

> Lee County Board of County Commissioners
> PO BOX 398
> Ft Myers FL 33902-0398
> Attention: Carol Goldwasser

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

> VESystems Corporation
> 125 Pacifica, Suite 290
> Irvine, CA 92618
> Phone: 949-790-7703 / Fax: 949-790-7995
> Attention: Manfred Rietsch

17.3 CHANGE OF ADDRESS. Either party may change its address b written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 -MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed supplemental Task Authorization(s) or CHANGE ORDER(S).

In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.0 - ACCEPTANCE
Acceptance of this agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BY:

_____

ATTEST:

_____

(Witness)

_____

(Witness)

CORPORATE SEAL:

COUNTY: LEE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

BY:

_____
    Chairwoman

DATE:

APPROVED AS TO FORM

BY:

_____
    County Attorney's Office

VE Systems Corporation
    (CONSULTANT)

BY: _Patrick CEO_
    (Authorized Signature)

    (Title)

DATE: _27 Dec 05_

Date:

SCOPE OF SERVICES

for   **CN-05-09 TOLL VIOLATION ENFORCEMENT SYSTEM**

BASIC SERVICES

Section 1.   GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

See the attached "Exhibit I," Section 1.1, Table 1 for an overview; additional sections referenced in the table provide additional information regarding the scope of the project.

Section 2.   TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

See the attached "Exhibit I," Section 9.

Date:

COMPENSATION AND METHOD OF PAYMENT

For   Toll Violation Enforcement System

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P)
	See "Exhibit I" Section 13, Table 2 for compensation information.			

TOTAL
(Unless list is continued on next page)

CMO:033
09/25/01

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Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated __December 2, 2005__, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated __December 2, 2005__, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

CMO:033
09/25/01

Date: __December 2, 2005__

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For ___**Toll Violation Enforcement System**

CONSULTANT OR SUB-CONSULTANT NAME: ____VESystems_____
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
See "Exhibit I" Section 13, Tables 3, 4, and 5 for hourly rate schedules.			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

CMO:033
09/25/01

Date: _____

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME:

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

CMO:033
09/25/01

Date: December 2, 2005

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for   **Toll Violation Enforcement System**
          (Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	$0.40.5/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE $100.00
Meals: Breakfast, Lunch & Dinner * Unless Otherwise Specified	*In accordance with the Runzheimer rate service for Travel utilizing the "average"
Reproduction (Photocopy) 8 ½" x 11"	$0.15/page
8 ½" x 14"	$0.20/page
11" x 14"	$0.35/page
Reproduction (Blue/White Prints)	$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
See "Exhibit I," Section 13, Table 2, "Miscellaneous."	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E Indicates Not-To-Exceed
CMO:033
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EXHIBIT C

Date: December 2, 2005

TIME AND SCHEDULE OF PERFORMANCE

For Toll Violation Enforcement System

CN-05-09 TOLL VIOLATION ENFORCEMENT SYSTEM

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
Complete schedule pending preliminary contract approval.			

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CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

For Toll Violation Enforcement System

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No

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PROJECT GUIDELINES AND CRITERIA

For Toll Violation Enforcement System

 The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

  (If none, enter the word "none" in the space below.)

Item No. 1

 None

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Date: December 5, 2005

AMENDMENT TO ARTICLES

For: Toll Violation Enforcement System
For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. Weeks).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

CMO:
09/25/01

Exhibit I

VESystems

Exceeding Expectations

Scope of Work
for the
Lee County Toll
Violation Enforcement System

For the
Lee County
Board of County Commissioners

Revision Date
December 1, 2005

Table of Contents

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1. INTRODUCTION

The purpose of this document is to define the Scope of Work (SOW) to be performed by VESystems ("Vendor") to provide a Lee County Toll Violation Enforcement System (VES) for the Lee County Board of County Commissioners (Lee County) LeeWay Toll Collection System.

1.1 Scope of Services Requested

This document addresses the Scope of Services Requested in Lee County Solicitation CN-05-09, dated April 8, 2005. Table 1 lists the Scope of Services Requested cross-referenced to the section in this SOW in which that service is addressed.

Table 1   Scope of Services Requested Matrix

Service Requested in CN-05-09	Addressed in SOW Section
Design Requirements	Section 2
Image Acquisition Device	Section 2.2
Camera Housings	Section 2.2
Camera Systems	Section 2.2
VES Illumination System	Section 2.2
VES Lane/Plaza Infrastructure	Section 2
VES Plaza Computer	Section 6
VES Plaza/Lane Software	Sections 4 and 5
VES Processing Center	Sections 4, 5, 6
Legal Requirements	Section 8
Adjudication Considerations	Section 8.1
VES Processing Center System	Sections 9.1 and 10
System Procedures	Section 9.1
Required Forms & Reports	Sections 7 and 8
VES – Other State Computer Systems Access and Integration	Section 2
VES – Expert Witness Testimony	Section 10
Additional Considerations	Section 4

1.2 Communications and Approvals

All tasks related to the delivery of services related to the implementation of the VES shall be accomplished with the approval of Lee County. Communications, notices, and submittals related to the delivery of VES products or services shall take place directly between Lee County and the Vendor.

1.3 Cost Estimates

The Vendor will provide all labor as defined within this SOW, and materials and support services to complete the design, documentation, installation, packaging, delivery, testing and acceptance of the hardware and software for the various VES Lane and Plaza configurations.

Section 13 provides preliminary cost estimates for providing a VES that addresses the functionality identified in the Scope of Services Requested in Lee County Solicitation CN-05-09, dated April 8, 2005. The provided estimate enumerates the items and services included in the pricing. The provided estimates break out several optional items for Lee County's consideration, including front plate image capture, extended warranty for the License Plate Recognition System (LPRS), and implementation of Oracle Database.

For the VESystems Baseline Software, system leasing is available.

2. DESIGN REQUIREMENTS

The Vendor will install the VES in all toll collection lanes, including attended, automatic coin machine (ACM), and dedicated Electronic Toll Collection (ETC) only lanes as follows:

- Midpoint Memorial Bridge: 12 lanes
- Cape Coral Bridge: 12 lanes
- Sanibel Causeway Bridge: 3 lanes

The VES will be capable of collecting VES data from each lane in which it is installed, regardless of lane type.

The Vendor will ensure that all elements of the VES are fully compatible with other elements of the LeeWay Toll Collection System.

The Vendor will provide all equipment necessary to save the image of the violation when it has been confirmed that no payment was received from a driver of the LeeWay Toll Collection System.

The proposed VES will:

- Provide all the necessary elements for the successful prosecution of violators and, as such, is providing a "turnkey system."
- Be designed to synchronize with the existing Lee County networked timing protocol.
- Use the existing Local Area Network/Wide Area Network (LAN/WAN) infrastructure as provided by Lee County.
- Communication will use appropriate technologies for information transfer that does not negatively impact existing functions in the toll facility.

- Ensure that devices that communicate data within the system are capable of backup storage in the event of communication failure.

- Will receive the following information from the TransCore Lane System and store the information in the VES: date, time, location identification, unique ID for toll transaction number, and violation type.

The Vendor proposed to use a combination of developed and commercial-off-the-shelf (COTS) software and COTS hardware to provide the requested services for the VES. Figure 1 provides an overview of the developed and COTS components proposed in this SOW.

2.1   Maintenance On-line Management System (MOMS)

The VESystems-developed elements of the VES will include a Maintenance On-line Management System (MOMS) that receives "heartbeat" messages from the VES equipment for monitoring operational status. In the event the monitored equipment fails to send a heartbeat, the MOMS logs the failure and sends an e-mail notification to the person who is designated for first response for the VES (i.e., Toll Enforcement Officer). If the MOMS does not receive an acknowledgment from the first responder within a configurable amount of time, the MOMS escalates the issue by e-mailing notifications to two additional levels of response personnel (i.e., system operations personnel).

The VES camera DPU will send a separate heartbeat message that will be available for monitoring via the TransCore MOMS. The VESystems subcontract with TransCore will include the implementation of appropriate interface and procedures for monitoring this message.
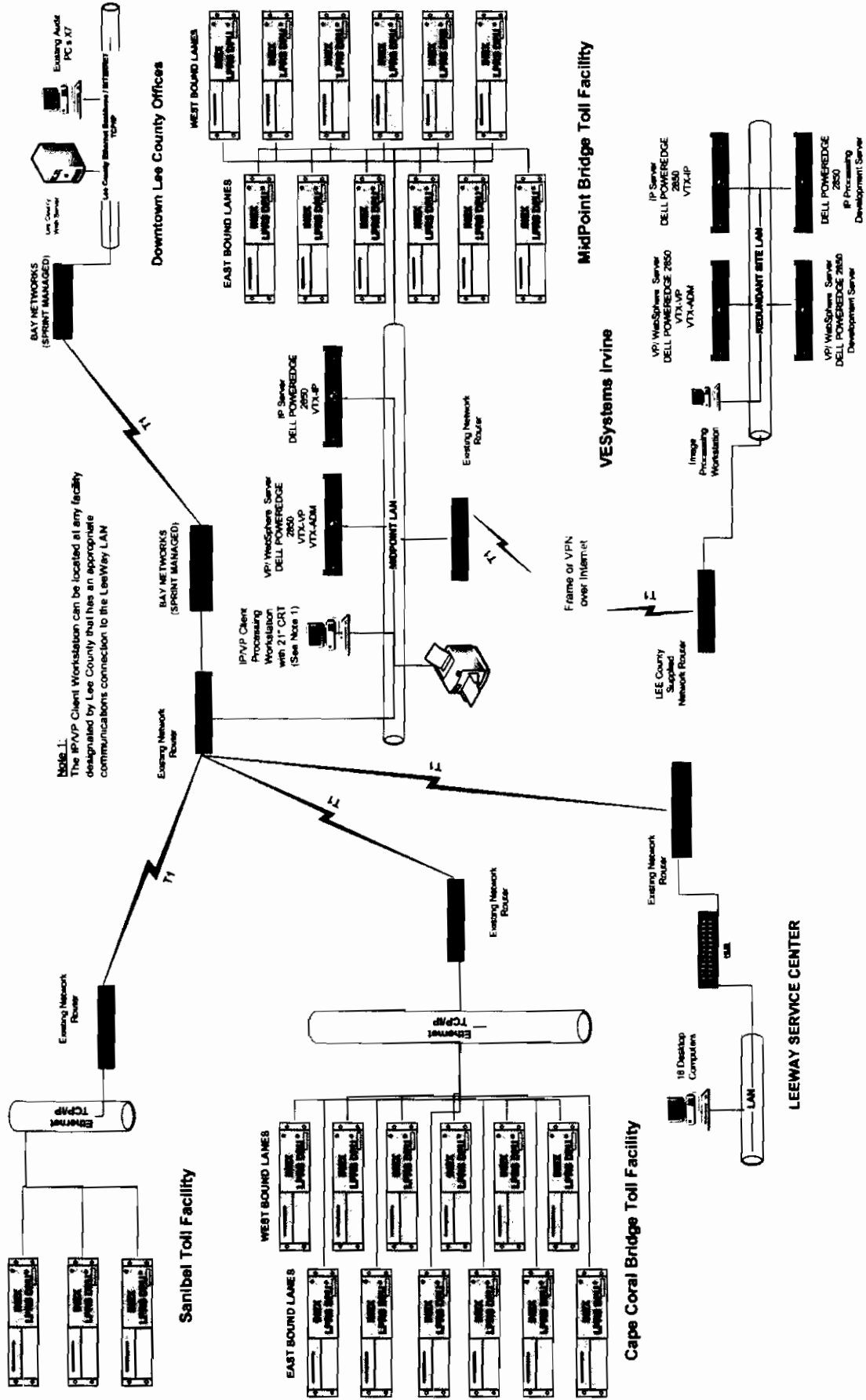
Figure 1   Overview of Developed Software and COTS Hardware/Software for the VES

2.2   Video Tolling (V-Tolling)

The proposed system will support V-Tolling for LeeWay customers; that is, image-based toll transaction processing. On completion of manual image review, the VTX-IP Image Processing System generates an ASCII file containing the transaction and plate information that is made available to the VTX-VP Violation Processing System for processing. If Lee County provides a file (minimum daily) that contains the license plates and transponders associated with valid LeeWay accounts, VTX-IP can match transactions to the valid plates and generate a separate ASCII file of V-Toll transactions. This file would contain the plate, transponder and transaction information for each V-Toll transaction and would be made available to the LeeWay Customer Service System. The LeeWay CS system would then need to process the contents of the file to post these transactions as V-Tolls to the appropriate LeeWay customer accounts. The proposed data flow for this approach is illustrated in Figure 2.

To support the V-Tolling functionality, in its subcontract with TransCore VESystems will include the requirements for TransCore to work with VESystems to develop the following functionality:

- Define the format of the file that contains the license plates and transponders associated with valid LeeWay accounts.

- Define the interface and procedures for making the plate/tag file available to the VES daily, at a minimum.

- Define the format of the output file from the VES that contains V-Toll Transaction data.

- Define the interface and procedures for making the V-Toll Transaction file available to the CSC daily, at a minimum.

- Define the format of the output file from the CSC that contains V-Toll Posting data.

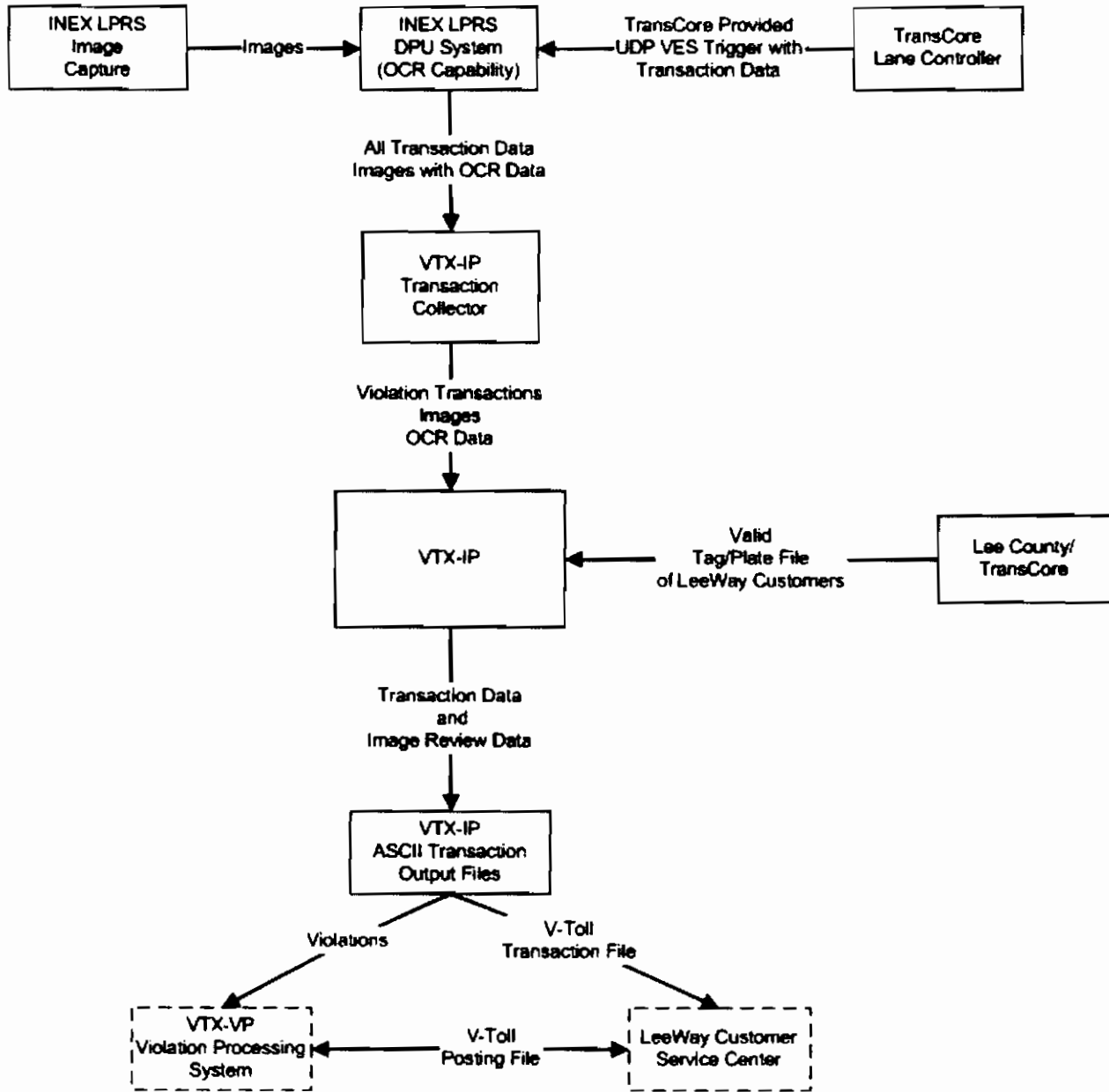- Define the interface and procedures for making the V-Toll Posting file available to the VES daily, at a minimum.

Figure 2   V-Tolling Process Flow

3. LICENSE PLATE RECOGNITION SYSTEM (LPRS)

To provide the LPRS for the VES, excluding functionality for Speed Detection, the Vendor will procure, configure and install the following equipment in each lane:

- Two rear-image capture cameras with integral infrared illuminators for license plate capture. To provide image capture with the necessary field of view and with sufficient pixels to perform OCR, at least two rear-image cameras will be needed.

- One front-camera/illuminator for trucks and other vehicles that may display front license plates (optional).

- One image-capture camera/illuminator for a vehicle overview image. The overview camera will be a monochrome device eliminating the need for additional visible light illumination.

- Data Processing Unit (DPU) for temporary storage of images and the associated transaction data from the Lane Subsystem. The DPU controls the image capture of all attached cameras and OCR functions as necessary. The DPUs will be mounted in Vendor-provided racks at the applicable LeeWay Plaza facility for each bridge.

- The licensing fee for the DPU software is included in the purchase price with no recurring licensing costs, with the software licensed to Lee County.

- The VES system will include the VES Image Quality Control (VESIQC) utility for validating functionality and camera alignment.

In VES Mixed-Use lanes, the LPRS will receive triggers from the existing LeeWay Lane System (without interfering with the existing functionality in either case) in order to properly frame the violation image. VESystems will work with TransCore to assure that the VES trigger provided by TransCore will include light curtains in the Mixed-Use lanes.

The proposed system includes all the requirements for operation of the device, except the following which will be provided by Lee County:

- Power

- Communications network

- Appropriate mounting surface for the required plate image capture

The Vendor considered the use of wireless data transmission for use in the VES. As part of this process, the Vendor evaluated the availability of existing hard-wire connections at each LeeWay facility. Given the availability of hard-wire connections, and the decision by Lee County to exclude Speed Detection capability from the VES, it was decided, in consultation with Lee County, not to include wireless data transmission in the proposed design.

The LPRS Illumination Subsystem is integrated into the weatherproof camera housings and is an invisible strobe light source (infrared). The alignment of the Illumination Subsystem is

permanently aligned with the camera in a weatherproof housing that has directional locking mechanisms to maintain proper alignment of the camera and Illumination Subsystem. The proposed illumination subsystem will not adversely impact the driving safety conditions in the lane, adjacent lanes and the surrounding environment.

The camera housing, in conjunction with the DPU processor in the electrical room to which the LPRS camera/illuminator is directly connected, includes elements necessary for successful image capture.

The illumination unit includes all electrical and or electronic components, reflectors, bulbs, housings, mounting brackets, power supply, and any other accessory required for proper functioning.

The proposed camera mounting hardware includes quick mount and release devices to allow for portability, quick installation and replacement.

The proposed illumination system minimizes operational expenses and energy consumption. The design uses LEDs which are very energy efficient, particularly when compared to visible light sources. These LEDs are also pulsed; therefore, they are actually only on about 20% of the time.

The Data Processing Unit (DPU) uses current Intel Pentium 4 processing and runs Windows® XP Pro as the operating system. This is an industrial processor in a rack-mount configuration allowing it be installed in a cabinet with the DPUs of other lanes at the plaza. The DPU hosts the LPRS software, the local database of license plate capture activity, the setup programs for configuration, and the programming for the external trigger signals. Licensing for all software applications, including Windows® XP Pro and all LPRS software and database programs and trigger interface is included in the price of the DPU.

The LPRS will require no operator intervention after the original setup and deployment tests, e.g., aperture or focal adjustments will not be necessary. The illumination system is contained within the camera housing and maintains accurate alignment as the camera is aligned. The Vendor will provide training and an instruction sheet to the electrical contractor and Lee County so that the cameras will be properly aligned during installation and can be realigned by others in the event of misalignment.

The camera captures images of license plates with a full rear view of the vehicle and identifiable portions of the location at vehicle speeds of 0-65 mph for Mixed-Use Lanes; and 0-100 mph for Dedicated and, when implemented, channelized or unchannelized Express Lanes.

The LPRS will be capable of obtaining readable/identifiable license plate images under all environmental conditions on 95 percent of the vehicles that display a legally mounted, unobstructed view of sufficient identification-critical portions of the license plate to make it readable. License plates that are in any way damaged; intentionally on unintentionally, fully or partly obstructed; license plates that are improperly mounted, or are obstructed by dirt, mud, or similar conditions; are not included in the requirement for 95 percent readability. The minimum image capture performance includes OCR results and manual image processor data entry;

however, a minimum of 75 percent of vehicles shall be obtained through the OCR functionality alone.

For Express lanes that are unchannelized (open road tolling) the proposed 2-camera configuration provides a capture zone width that includes paved shoulders, and the system is designed to properly identify and capture information from vehicles changing lanes in the capture zone. To provide a wider area of capture, this zone can be increased with additional cameras.

The Vendor will provide a licensed electrical contractor to install the illumination unit, which includes installation and alignment of the unit in reference to the lane and the camera system. The Vendor will provide onsite instruction to the electrical contractor for the first several lanes, as needed, to ensure proper installation to manufacturer's specifications.

MTBF for LPRS Equipment: All physically deployed LPRS equipment, including the camera/illuminator, DPU, mounts, cables and power supplies, will have a mean-time-between-failure (MTBF) rate of 50,000 hours.

- Figure 3 illustrates the proposed camera placement for the capture of the rear plate, front plate and vehicle overview. The proposed Base LPRS includes the rear plate and vehicle overview image capture cameras only.

- The cost to include front plate image capture capability is identified as LPRS Option #1 in the cost estimate provided in Section 13.
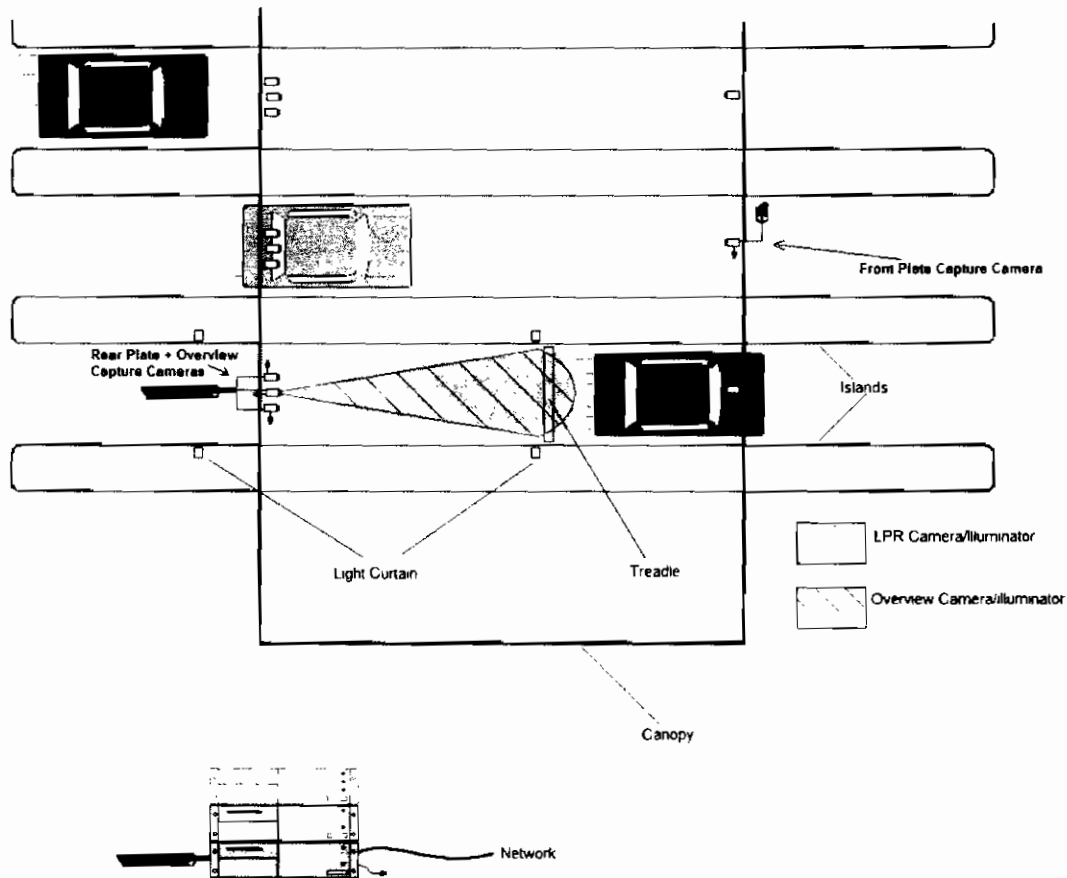
Figure 3   LPRS Proposed Camera/Illuminator Placement

4.   VESYSTEMS-DEVELOPED SOFTWARE

4.1   VTX Software

This SOW includes the procurement and installation of the following VESystems-developed software (hereafter referred to as "VESystems Baseline Software"):

- VTX-IP Image Processing (IP) module to be installed on IP Server hardware provided by the Vendor

- VTX-VP Violation Processing (VP) module to be installed on VP/WebSphere Server hardware provided by the Vendor.

- VTX-ADM Administration module to be installed on the VP/WebSphere Server hardware provided by the Vendor for user and system administration for the VTX-VP application.

- VTX-WEB Violation Internet Website to be hosted by Lee County.

The Vendor will retain ownership of the VESystems Baseline Software as delivered to Lee County. Lee County reserves the right to make enhancements and modifications to the VESystems Software base system. The Vendor shall have no ownership or rights to such code enhancements or modifications, unless expressly given in writing by Lee County. The Vendor will have no requirement to maintain or warrant any enhancements or modifications made by Lee County.

The interfaces specifications for the integration of the VESystems Baseline Software within the Lee County toll collection system will be defined in the *VES Software Functional Specifications* to be developed and delivered as part of Milestone 1 (Section 9).

Delivery of the VESystems Baseline Software will include:

- Executable code

- Source code

- Assemblers and compilers used in authoring the VESystems Software.

The VESystems Baseline Software will:

- The VESystems Baseline Software will store the Toll Enforcement Officer (TEO) identification with the transaction details for each transaction posted by the Officer.

- Provides a high level of automation and integration with other identified information systems such as the regional DMVs, credit card/ACH clearing house and print/mailing house.

- Track each case until closed by payment or adjudication.

- Allow for modification of software and procedures as violation procedures are changed. The effort required for software modification depends on the nature of the modification.

- Provide full or partial copies of violation data.

- Provide system and data backup capability. All devices that communicate data within the system are capable of backup storage in the event of communication failure.

- Allow payment within a programmable "grace period" at the LeeWay Service Center or other facility designated for receipt of payment prior to forwarding the case into the courts system.

- Allow reprocessing due to bad address or affidavits. In this event, the system re-issues notices. Cross-referencing of notices is a procedural process via operator review of system-generated and operator-generated account notes related to account activity.

- Allow the TEO to update the violation disposition status of an individual violation.

- Allow the TEO to produce information and enforcement management reports appropriate to the needs of the LeeWay system.

The VESystems Baseline Software allows both online and batch search and retrieval functions based on the following criteria:

- Vehicle license plate number and state
- Transponder number, if known
- Registered owner's name (full or partial)
- Identified driver's name (full or partial). The proposed VES software provides a method for transferring a violation from the registered owner's violation account to a violation account for the identified driver of the vehicle when the name and address of the identified driver is provided by a third-party.

In the event of multiple data matches to the above criteria, the operator can further refine the search by entering additional selection criteria or select one of the matches. The additional (or secondary) selection criteria include, but are not limited to, the following:

- Combination of the above items
- Violation date or date range
- Location of violation (plaza and lane)

The VESystems Baseline Software detects, tests, and reports the lane equipment status periodically or on command.

The VESystems Baseline Software does not provide auto analysis of available hardware and reconfiguration.

4.2 Documentation

The Vendor will provide the following documentation for the VESystems Baseline Software:

- System Functional Specifications
- Test Plans, Procedures and Results
- User Manual
- System Administration Manual
- System Maintenance Manual

The System Functional Specifications will include, but not be limited to, the following information:

- Schematic diagrams identifying the locations of installed equipment to support development of appropriate plaza operational procedures
- Functionality to match lane transaction data with VES images in the event of a communications failure with the lane system

- All reference or documentation data

VESystems will provide Lee County with a complete set of operational procedures manuals to support payment and adjudication of violations.

- VESystems will assist Lee County to develop appropriate operational procedures and business rules for the issuance of the various types of notices.

- The operational manuals will clearly identify the specific procedural steps which are legally mandated or required to enforce the violation.

- Procedures for information exchange between the VES and the County Court system will be documented.

4.3 Software Maintenance

The Vendor will provide 12 months of software maintenance and updates for the VESystems Baseline Software, beginning as of the date of the delivery of Milestone 2. Lee County may purchase additional maintenance and update coverage from the Vendor on an annual basis (this is strongly encouraged as it allows access to VESystems' development resources for a single, predictable cost item, versus purchasing maintenance and desired updates on a time-and-materials basis). The cost is constant for years 2-5. Cost for coverage in year 6 and beyond is subject to increase with appropriate notice. The Vendor will provide Lee County with updates, modifications, and enhancements to the VESystems Baseline Software source code, such as may be developed for Lee County, weekly or monthly, as they occur, and as mutually agreed to by Lee County and the Vendor.

VESystems will perform regression testing using the VESystems Baseline Software provided to Lee County before issuing updates and patches. This will establish that updates do not produce bugs elsewhere in the VESystems-developed software.

In such cases where Lee County creates updates, modifications, enhancements or fixes to the VESystems Baseline Software source code that prevent a direct download of VESystems-generated updates, the Vendor shall provide Lee County with the details of all such updates, along with the updated code, so that Lee County can implement the updated code. VESystems will work with Lee County staff to ensure that VESystems' updates and patches do not introduce bugs elsewhere in VESystems-developed software.

5. COTS SOFTWARE

The Vendor will provide technical specifications and will procure, configure and install the COTS software for operating the VESystems Software.

Based on this assumption, the following COTS software will be provided:

- Red Hat® Enterprise Linux® AS3.1 (server operating system)
- IBM® DB2® Universal Database System
- Oracle 10G Standard Edition One
- IBM® WebSphere® Application Server
- GO Software RiTA Server (credit card processing interface)
- Windows XP Pro (client workstation operating system)
- Adobe Reader® (client workstation freeware)

Delivery of the COTS software will include the following, as applicable:

- Manufacturer-provided documentation
- Software licenses (included in the COTS software pricing as itemized in the Cost Estimate provided in Section 13.) All COTS licenses for the proposed VES will be assigned to Lee County.
- Warranties

The proposed VES system will be provided as an Oracle® database solution using Oracle® Database Standard Edition One for VES back office functions. MySQL will be used for to store and process data from the lane equipment before it is passed to the VES back office for violations processing.

VESystems estimates that converting the VESystems-developed software for Oracle will require 120 calendar days from Notice to Proceed (NTP), with an additional 30 days allocated to testing the conversion.

Modification of commercial operating systems is not required in order to operate the proposed VES.

6. COTS HARDWARE

The Vendor will provide technical specifications and procure, configure and install the COTS hardware for operating the VESystems Software. The following COTS hardware will be provided:

- Three IP Servers: One server to be located at the Midpoint Toll Facility in Lee County, a redundant IP Server and database to be located at VESystems offices in Irvine, California, and a development IP Server to be located at VESystems.

- Three VP/WebSphere® Application Servers: One server to be located at the Midpoint Toll Facility in Lee County, a redundant VP/WebSphere Server and database to be located at VESystems offices in Irvine, California, and a development server to be located at VESystems.

- One IP/VP Client Workstation: One client workstation with printer will be located at a facility as identified by Lee County that provides the appropriate communications connection to the LeeWay LAN.

The Cost Estimate provided in Section 13 itemizes the initial inventory of spare parts recommended by VESystems. VESystems will assist Lee County with spare parts planning and to identify appropriate vendors for budgeting purposes.

7. REPORTS

This section describes the reports that the Vendor will provide with the VESystems Baseline Software. The Vendor can develop additional reports for Lee County at additional cost. The effort required for developing additional reports depends on the nature of the report. Once developed, the report can be integrated within the VES efficiently.

7.1 Image Processing Reports

This SOW includes the following reports as part of the developed VTX-IP Image Processing software:

- Traffic Counts: Provides a weekly summary of transactions at the lane by plaza/lane location. Information includes total transactions at the lane and exception processing

- Traffic Average: Provides the daily average of the number of transactions at a lane for each hour of the day over a user-selected week

- Traffic Monthly: Provides the daily average of the number of transactions at a lane for each hour of the day over a user-selected month.

- Imaging Productivity: Provides a daily summary of manual image review productivity for a user-selected month. The report provides daily and month-to-date totals and averages for number of images and transactions reviewed.

- Violations by Date: Lists the number of transactions pending manual image review by date and by location (bridge). Transactions are listed only for those dates for which unprocessed images are in the system.

- Violations by Bridge: Lists the number of transactions by manual image review status for a user-specified bridge and date.

- Productivity by User: Summarizes the number of transactions that have been manually reviewed by individual image processors for a user-specified date. The report identifies the number reviewed by each user by level of review (Pass 1, Pass 2 or Pass 3) and total for the date.

- Productivity by Hour: Summarizes the number of transactions that have been manually reviewed by individual image processors by hour for a user-specified date.

- Image Availability: Summarizes the number of transactions pending manual image review in the following categories:

  - Total Transactions: Total number of transactions pending manual image review

  - Cropped Transactions: Number of transactions queued for review using the Image Rev – Crop option because the system was able to produce a cropped plate preview.

–   Non-cropped: Number of transactions queued for review using the Image Rev – Turbo option because the system was not able to produce a cropped plate preview.

7.2   Violations Processing Reports

This SOW includes the following reports as part of the developed VTX-VP Violations Processing software:

- Clerk Transaction Detail: Lists transactions posted by a selected clerk for a user-specified transaction code and date range. The transactions are listed by the posting date and time. The report also shows the total count and dollar amount for transactions included in report.

- Clerk Transactions: Lists all transactions posted by a selected clerk for a user-specified date range. The transactions are listed by posting date and time. The report also shows subtotals for each transaction type and the total count and dollar amount for all transactions.

- Transaction Detail: Lists transactions posted by all clerks for a user-specified transaction code and date range. The transactions are sorted by posting date and time. The report also shows the total count and dollar amount for all transactions.

- Transaction Subtype Detail: Lists transactions posted by all clerks for a specified transaction subtype code and date range. The transactions are sorted by posting date and time. The report also shows the total count and dollar amount for all transactions.

- Follow Up Note Report: Lists the account notes that are flagged for supervisor follow-up for a user-specified date range and note subtype (All, Call Back Required, or Web Dispute).

- Account Notes: Lists all Account Notes for a user-specified account number

- Top Violator: Lists the accounts with violations that occurred within a specified date range. The accounts are listed in descending order by number of violations.

- Account Outstanding Violations: Lists all unpaid violations for a user-specified account number and date range.

- Accounts Sent Guilty or Guilty in ETC Lane Letter: Lists the violation accounts that were mailed a Guilty Letter or a Guilty/Cash in ETC Lane Letter within a user-specified date range so that the status of the account can be reviewed.

- Transaction Summary: Summarizes the transactions entered into the system for a user-specified date range. The data is grouped and sorted by CSR system ID. For each CSR, the report summarizes the count and dollar amount by transaction code. The report also

provides the total count and dollar amount for all transactions and all CSRs for the reporting period.

- Credit Card Journal: Summarizes the credit card activity by credit card brand for a user-specified date range. The report summarizes the total count and dollar amount associated with credit card payment requests, payment denials, payment adjustments, adjustment denials, and system totals.

- Credit Card Journal Detail: Lists the individual credit card transactions posted in the system grouped by transaction code for a user-specified date range. The totals for this report roll up to the Credit Card Journal.

- Credit Card Detail – Website: Lists the individual credit card payments posted by customers via the website for a user-specified date range.

- Credit Card Detail – System: Lists the individual credit card payments processed by the system for a user-specified date range.

- Credit Card Reconciliation – Paymentech: Summarizes credit card transactions by Paymentech batch number for a user-specified date range.

7.3 System Monitoring and Analysis

The proposed VES is a post-processing system, and, as such, does not provide reporting of real-time VES data. The following reporting functions are not included in the VESystems Base Software, but can be developed for Lee County at additional cost:

- On-line statistical information and reports for scroll and/or print of NEAR real-time VES data

- VES transaction log and analysis

- Report similar to a TransCore Detailed Audit Report, but not with the full-format line to provide miscellaneous reports of to-date deployment sessions to include, but not limited to, variable period (1 to 60 minutes) detail and/or summary of transaction information relating to inter-system synchronization, vehicle count, number and type of violation and non-violation events.

8. FORMS AND LETTERS

8.1 Forms

This SOW includes the following forms as part of the developed VTX-VP Violation Processing software. The format and content of these forms will be developed with Lee County and in accordance with applicable Florida Statutes.

- Toll Violation Warning (TVW)
- Toll Violation Notice (TVN)
- Uniform Traffic Citation (UTC)

The VESystems Baseline Software will interfaces with the Department of Motor Vehicles (DMV) to obtain and provide in a timely manner the vehicle registered owner name and address information required to properly issue TVWs and TVNs.

The proposed VES system will be capable of storing unique configurable citation numbers as assigned by the Florida courts for tracking toll violation activity related to Lee County UTCs.

8.2 Letters

This SOW includes the following letters as part of the developed VTX-VP Violation Processing software:

- Guilty: Informs a customer that an administrative review has been completed and the contested violations have been upheld.

- Violation Already Paid: Confirm that agency records support the customer's claim that a violation has been paid.

- Violation Not Already Paid: Informs a customer that the agency has no record of a violation being paid that the customer claims to have paid.

- Partial Payment/Pay More: Requests the balance of a violation payment after a partial payment is received.

- Tolls Only – Send Check: Informs a customer that a violation has been reduced to the toll amount only and requests payment.

- Tolls Only – First Time Violator: Informs a first-time violator that the violation balance is being reduced to the toll amount.

- Refund Letter: Accompanies a check refund to a customer for a violation refund or overpayment refund.

- <u>Not Guilty</u>: informs a customer that an administrative review has been completed and the contested violations have been dismissed.

9. PROJECT MILESTONES

The work to be performed by the Vendor under this SOW is understood to be for the period ending 24 months from the date of execution of the Contract.

9.1 Milestone 1: Delivery of Initial Documentation

- VESystems Baseline Software License: Initial draft of software license agreement for the VESystems-developed baseline software, to be negotiated and approved by Lee County and the Vendor prior to system deployment.

- VES Project Plan: Initial draft of schedules, sequencing, and milestone delivery for development, installation, deployment, and maintenance for the Contract term. This plan will also address the plan for complying with regulations related to the availability of public records associated with toll violations and enforcement.

- VES Functional Specifications: Detailed definition of VES Software functionality to be installed for operations in Lee County, including reports, forms, and letters.

- VES Interface Control Document (ICD): Interface design and compliance requirements for use by all Lee County toll collection system contractors to interface with the VES.

- VESystems Baseline Software Maintenance Agreement: initial draft of VESystems Baseline Software maintenance program to be agreed and approved by Lee County and Vendor prior to system deployment.

- VES Test Plan: Initial draft of plan for testing all VES functions and integration within the Lee County toll collection system.

- VES Operator Manuals: Initial drafts of documentation provide the procedures for operating, administering, and maintaining the VESystems Baseline Software.

To successfully complete Milestone 1, 100 percent of the documentation mentioned above shall be delivered by the Vendor. The *VES Project Plan* and *VES Functional Specifications* will require approval by Lee County.

Delivery Date for Milestone 1 will be 45 calendar days after the execution of the Contract.

9.2 Milestone 2: VES Installation at Midpoint Memorial Bridge (12 Lanes)

The testing or observation by Lee County and/or their authorized representative of 100 percent of system requirements, defined in the VES Functional Specifications and the VES Test Plan, necessary for the demonstration of the following system capabilities:

- VESystems Baseline Software Functionality: VTX-VP, VTX-IP, VTX-WEB, VTX-ADM

- LPRS Operation, Lane Interface/Triggering, VTX-IP Interface

- Bank Interface

- Credit Card Clearinghouse Interface

- V-Toll Management System Interface

- Interoperability Interfaces and Processing

- Motor Vehicles Department Interface, Data Storage, and Processing

- Collections Interface and Processing

- Court Interface and Reconciliation

- Reports

- Letters

To successfully complete Milestone 2, 100 percent of the requirements defined in the *VES Functional Specifications*, and the *VES Test Plan* shall be observed to function correctly on the Midpoint Memorial Bridge.

Milestone 2 will be completed no later than six months after execution of the Contract or the date agreed to and specified in the *VES Project Plan*.

A period of 30 days of consecutive and detailed observation under normal traffic shall be conducted following successful testing of the VES installation on the Midpoint Memorial Bridge facilities. The observation period will be used by Lee County to confirm that there are no major performance flaws in the system and that operation is as expected from the prior testing.

9.3 Milestone 3: VES Installation at Sanibel Causeway Bridge (3 Lanes)

The testing or observation by Lee County and/or their authorized representative of 100 percent of system requirements, defined in the *VES Functional Specifications* and the *VES Test Plan* for the functions/interfaces identified in Section 9.2, and the following additional functionality:

- Major Rental Car Interfaces and Processing

- Regional Motor Vehicle Interfaces for neighboring states

To successfully complete Milestone 3, 100 percent of the requirements defined in the *VES Functional Specifications*, and the *VES Test Plan* shall be observed to function correctly on the Sanibel Causeway Bridge.

Milestone 3 shall be completed consistent with the construction of the Sanibel Causeway Bridge as agreed to and specified in the *VES Project Plan*.

A period of 30 days of consecutive and detailed observation under normal traffic shall be conducted following successful testing of the VES installation on the Sanibel Causeway Bridge

facilities. The observation period will be used by Lee County to confirm that there are no major performance flaws in the system and that operation is as expected from the prior testing.

9.4   Milestone 4: VES Installation at Cape Coral Bridge (12 Lanes)

Milestone 4 consists of the testing or observation by Lee County and/or their authorized representative of 100 percent of system requirements, defined in the *VES Functional Specifications* and the *VES Test Plan* for the functions/interfaces identified for Milestone 4 (Section 9.3) on the Cape Coral Bridge.

To successfully complete Milestone 4, 100 percent of the requirements defined in the *VES Functional Specifications*, and the *VES Test Plan* shall be observed to function correctly on the Cape Coral Bridge.

Milestone 4 shall be completed consistent with the construction of the Cape Coral Bridge as agreed to and specified in the *VES Project Plan*.

A period of 30 days of consecutive and detailed observation under normal traffic shall be conducted following successful testing of the VES installation on the Cape Coral Bridge facilities. The observation period will be used by Lee County to confirm that there are no major performance flaws in the system and that operation is as expected from the prior testing.

10. ADJUDICATION CONSIDERATIONS

VESystems will assist Lee County to develop a VES and operational procedures that are compatible with Lee County Courts and to match other VES procedures that are used in Florida.

- Judicial authorities will be involved in this process to determine the appropriate evidence needed for prosecution of offenders.

- The system will comply with all the laws and rules of the State of Florida.

- The system and operational procedures will be designed so that persons who are qualified to be TEOs can readily operate the VES and readily prosecute toll violations.

- VESystems will provide an appropriate interface to the courts and the regional DMVs. As agreements with other states become available, the VESystems Baseline Software can be modified to interact and retrieve information from those states' databases

- The VES will provide a proper and acceptable chain of custody of evidence.

- The VES will allow payment at the LeeWay service center or other designated payment site during a "grace" period.

- The VESystems Baseline Software design anticipates most legal defenses which will be asserted by the violators.

- VESystems will assist Lee County to develop appropriate operational procedures, forms, and checklists.

- The VESystems Baseline Software will allow cases to be tracked prior to payment or adjudication for a period of up to seven years. The storage capacity of the provided VES storage hardware will accommodate Lee County business rules for retention of violation data in the system.

The Vendor will provide the following services to support the adjudication UTCs in accordance with the requirements in CN-05-09:

- A video in DVD format not to exceed 20 minutes in length for training Toll Enforcement Officers who will testify in Traffic Court.

- A video in DVD format not to exceed 20 minutes in length to facilitate the education of judicial officials on the VES process and the adjudication of UTCs produced in the VES process.

- VESystems will provide training to Lee County LeeWay personnel to provide ongoing for Expert Witness Testimony in the Courts of the State of Florida and to cooperate with prosecutors and judges to obtain their support for the VES.

11. ASSUMPTIONS

This SOW is based on the following assumptions:

- The Vendor can successfully execute a subcontract with TransCore within budgetary constraints for modification of the following:
    - LeeWay Lane Subsystem to provide an accurate image-capture trigger and transaction data to the LPRS
    - LeeWay Customer Service System to interface to the VES

- Lee County will provide appropriate space and operating environment to accommodate the following VES hardware:
    - Midpoint Bridge Toll Facility: One rack to house the VP/WebSphere Server and VTX-IP Server and one rack to house the 12 LPRS DPUs for the Midpoint lanes
    - Sanibel Causeway Toll Facility: One rack to house the three LPRS DPUs for the Sanibel lanes.
    - Cape Coral Toll Facility: One rack to house the 12 LPRS DPUs for the Cape Coral lanes.

- Lee County will provide all network security, system and data backup, network monitoring, and office automation software.

- Lee County will provide network connections from the VES equipment in the computer rooms to the LeeWay LAN.

- Lee County will provide the network connection for upstream Speed Detection cameras.

- Lee County will provide a remote VPN or frame relay access to the VESystems network for VES system monitoring, troubleshooting and updates

- VES installation and testing schedules will be coordinated with the reconstruction of the Cape Coral Bridge and the Sanibel Causeway Bridge to assure adequate power, network, conduits, and infrastructure

- Lee County will host the external LeeWay Violations Website.

- Lee County will obtain all necessary clearances and permits for ongoing installation, adjustment and site surveys.

- The LPRS will produce monochrome images at all locations.

- The deliverables for each milestone may be adjusted (along with the Milestone Schedule) based on mutual agreement between the Lee County and the Vendor.

- All installations will require lane closures and be performed after hours except in those cases where it does not adversely affect ongoing toll operations.

12. FUTURE OUT OF SCOPE FUNCTIONALITY

The following additional VES Services Requested by Lee County for future implementation are not within the scope of this SOW:

- Queue Jumps (The proposed VES system can be extended to support future queue jump capability by change order.)
- Express Lanes
- Airport Parking

The Vendor can readily modify the VESystems Baseline Software to provide the above functionality as a change in scope, through execution of a change order.

13. COST ESTIMATES

This section provides the following cost estimate tables:

- Table 2 provides a summary of costs by bridge for services, COTS hardware and COTS software. Yearly licensing and maintenance costs for leasing of the VESystems Baseline Software are broken out separately by year.

- Table 3 provides a detailed cost breakdown for the Midpoint Memorial Bridge (Phase 1).

- Table 4 provides a detailed cost breakdown for the Sanibel Causeway Bridge (Phase 2).

- Table 5 provides a detailed cost breakdown for the Cape Coral Bridge (Phase 3).

Note that COTS products and subcontractor services provided by VESystems for the proposed VES are passed through to Lee County with no additional mark-up.

Table 2   Cost Summary

Price Summary - By Bridge

ITEM	Midpoint Memorial	Sanibel Causeway	Cape Coral	Totals
Program Management	$44,375	$8,516	$26,463	$79,353
Development and Integration	$303,394	$39,945	$72,750	$416,089
Miscellaneous:				
Travel & Expenses	$7,500	$7,500	$7,500	$22,500
Field Implementation	$18,225	$4,050	$18,225	$40,500
Contractor Services	$125,000	$15,000	$25,000	$165,000
Contingency	$12,000	$6,000	$12,000	$30,000
License Plate Recognition System (LPRS)	$223,548	$59,702	$223,548	$506,798
LPRS Spares	$13,223	$13,223	$13,223	$39,669
VESystems Baseline Software	(Not included. See Leasing Rates below.)			
COTS Hardware	$50,744	$0	$0	$50,744
COTS Software	$106,254	$0	$0	$106,254
Totals	**$904,262**	**$153,936**	**$398,709**	**$1,456,907**

Leasing for VESystems Baseline Software

	Year 1	Year 2	Year 3	Year 4	Year 5
Licensing	$100,000	$100,000	$100,000	$100,000	$100,000
Maintenance	(included)	$72,000	$72,000	$72,000	$72,000

Grand Total for Project   **$2,244,907**

Table 3 Detailed Cost Breakdown: Phase 1 – Midpoint Memorial Bridge

ITEM	Labor Rate	Mark-up Factor	Billed Rate	Est. Hours	Qty	Unit Cost	Extended Cost	Base System
Phase 1 – Midpoint Memorial Bridge								
PROGRAM MANAGEMENT								
Project Management	$62.00	1.35	$83.70	440		$36,828	$36,828	
Contract Administration	$43.00	1.35	$58.05	130		$7,547	$7,547	
Program Management Total							$44,375	$44,375
DEVELOPMENT AND INTEGRATION								
Software Engineering	$95.00	1.35	$128.25	900		$115,425	$115,425	
Oracle 10G SE1 DB Conversion	$110.00	1.35	$148.50	240		$35,640	$35,640	
Oracle Testing	$45.00	1.35	$60.75	105		$6,379	$6,379	
System Engineering	$60.00	1.35	$81.00	450		$36,450	$36,450	
Quality Assurance/Testing	$45.00	1.35	$60.75	600		$36,300	$36,300	
User Training					LS	$16,400	$16,400	
Documentation					LS	$16,800	$16,800	
Training Video DVD					2	$20,000	$40,000	
Development and Integration Totals							$303,394	$303,394
MISCELLANEOUS								
Travel & Expenses						$7,500	$7,500	
Field Implementation	$60.00	1.35	$81.00	225		$18,225	$18,225	
Contractor Services - TransCore					PLS	$100,000	$100,000	
Contractor Services - Electrical Contractor					PLS	$17,500	$17,500	
Contractor Services - Professional Engineering (Civil)					PLS	$7,500	$7,500	
Contingency					PLS	$12,000	$12,000	
Miscellaneous Totals							$162,725	$162,725

Phase 1 – Midpoint Memorial Bridge

ITEM	Labor Rate	Mark-up Factor	Billed Rate	Est. Hours	Qty	Unit Cost	Extended Cost	Base System
License Plate Recognition System								
BASE SYSTEM: REAR AND OVERVIEW VEHICLE CAPTURE WITH OCR								
INEX DPU (Rack Mount; Windows XP Pro OS; External Trigger): 1 per lane [1]					12	$5,396	$64,752	
INEX IU Camera/Illuminators (Rear Plate Capture): 2 per lane [2]					24	$3,691	$88,584	
INEX IU Camera/Illuminators (Vehicle Overview Image): 1 per lane [2]					12	$3,691	$44,292	
INEX UIC Universal Interface Controller for Trigger Input: 1 per lane					12	$125	$1,500	
INEX Camera Mounts (Heavy Duty Outdoor-Rated with pan/tilt/rotation): 1 per camera					36	$200	$7,200	
INEX Power Supply (24 VDC): 1 per camera					36	$120	$4,320	
INEX 19" EIA Rack Cabinet 70" (Cooling fans, power outlets, rear access, and vented side panels): 1 per bridge					1	$2,500	$2,500	
INEX Coaxial Cable (Lot of 10,000 feet RG59U solid core)					1	$5,000	$5,000	
INEX Connectors and Mounting Hardware: 1 lot per bridge					1	$600	$600	
INEX Installation Oversight and Training: Man-days					4	$1,200	$4,800	
Base System Total (No Options Included)							$223,548	$223,548

[1] The Industrial rack mount DPU was chosen for Lee County's specific installation requirements. The CPU performance, chassis form factor, and reliability meet all requirements for this project. The software has been certified for use with this hardware.

[2] The Camera/Illuminators are integrated in a proprietary chassis mounted on a specially designed printed circuit board to meet environmental design requirements suitable for use in areas where excessive heat, moisture, and wind conditions may prevail.

License Plate Recognition System

SPARES

Description	Qty	Unit Price	Extended Price
INEX DPU (Rack Mount; Windows XP Pro OS; External Trigger): 1 spare per bridge [1]	1	$5,396	$5,396
INEX IU Camera/Illuminators (Rear Plate Capture): 1 spare per bridge [2]	1	$3,691	$3,691
INEX IU Camera/Illuminators (Vehicle Overview Image):1 spare per bridge [2]	1	$3,691	$3,691
INEX UIC Universal Interface Controller for Trigger Input: 1 spare per bridge	1	$125	$125
INEX Camera Mounts (Heavy Duty Outdoor-Rated with pan/tilt/rotation): 1 spare per bridge	1	$200	$200
INEX Power Supply (24 VDC): 1 spare per bridge	1	$120	$120
Spares Total		$13,223	$13,223

OPTION #1: FRONT PLATE IMAGE CAPTURE LANE EQUIPMENT

Description			Qty		Unit Price	Extended Price
INEX DPU (Rack Mount; Windows XP Pro OS; External Trigger): 1 per 2 lanes + 1 spare per bridge [1]			16		$5,396	$86,336
INEX IU Camera/Illuminators (Front Plate Capture): 1 per lane + 1 spare per bridge [2]			28		$3,691	$103,348
INEX UIC Universal Interface Controller for Trigger Input: 1 per 2 lanes + 1 spare per bridge			16		$125	$2,000
Installation Oversight and Training: 2 man-days per bridge	$150.00	0.00	48	$150.00	$7,200	
OPTION #1 Total						$198,884

[1] The Industrial rack mount DPU was chosen for Lee County's specific installation requirements. The CPU performance, chassis form factor, and reliability meet all requirements for this project. The software has been certified for use with this hardware.

[2] The Camera/Illuminators are integrated in a proprietary chassis mounted on a specially designed printed circuit board to meet environmental design requirements suitable for use in areas where excessive heat, moisture, and wind conditions may prevail.

OPTION #2 : LPRS EQUIPMENT EXTENDED WARRANTY				
WARRANTY 2 YEARS EXTENDED: Years 2 and 3: Midpoint and Cape Coral Bridges: per year/per bridge	4	$37,000	$148,000	
WARRANTY 2 YEARS EXTENDED: Years 4 and 5: Midpoint and Cape Coral Bridges: per year/per bridge	4	$48,000	$192,000	
WARRANTY 2 YEARS EXTENDED: Years 2 and 3: Sanibel Causeway Bridge: per year	2	$12,400	$24,800	
WARRANTY 2 YEARS EXTENDED: Years 4 and 5: Sanibel Causeway Bridge: per year	2	$16,600	$33,200	
LPRS OPTION #2 Total			$398,000	
VESYSTEMS BASELINE SOFTWARE				
Software Licenses: VTX-IP, VTX-VP, VTX-WEB, and VTX-ADM (LEASE OPTION)	1	$100,000	$100,000	
VESystems Baseline Software Total	1		$100,000	$100,000
Lee County may purchase the baseline software from VESystems for $1.00 after leasing the software for five years without interruption.				
COTS HARDWARE				
VIOLATION PROCESSING/WEBSPHERE SERVER				
DELL 3.0GHz/2MB Cache, Xeon, 800MHzFront Side Bus for PowerEdge 2850: 1 at Midpoint, 1 backup at VESystems, 1 development at VESystems	3	$7,999	$23,997	
3.0GHz/2MB Cache, Xeon, 800MHzFront Side Bus, 2nd processor for PowerEdge 2850		Included		
4GB DDR2 400MHz (4X1GB) Single Ranked DIMMs		Included		
Standard Windows Keyboard, Gray (310-1676)		Included		

No Monitor Option					Included	
Riser,ROMB,PCI-X,PE2850					Included	
36GB,U320,SCSI,1IN 15K,PE2850: 2 per server					Included	
300GB Hard Drive, Ultra 320 SCSI, 10K RPM, 80 pin PowerEdge: 4 per server					Included	
Embedded RAID - PERC4 Embedded Integrated					Included	
1.44MB Floppy Drive					Included	
Red Hat Enterprise Linux AS 3, 1YR RHN Subscription, Non Factory Install					Included	
Drop-in-Box with Documentation and Media					Included	
Mouse Option None					Included	
Dual On-Board NICS ONLY					Included	
8X DVD-ROM					Included	
Bezel for PE2850					Included	
2+4 Split Backplane Daughtercard					Included	
Electronic Documentation and OpenManage CD Kit, PE2850					Included	
MR1R10, ROMB RAID 1/RAID 10 Drives attached to PERC4ei PE2850					Included	
Rack Chassis w/Rapid Rails for Dell, HPQ or other Square Hole Racks, PE2850					Included	
Redundant Power Supply With Y-CORD and Straight Cords PE2850					Included	
Type 2 Contract Same Day 4HR Parts and Labor On-Site Response, Initial Year					Included	
Type 2 Contract Same Day 4HR Parts and Labor On-Site Response, Two Years					Included	
IMAGE PROCESSING SERVER						

Description	Qty	Price	Total
DELL 3.0GHz/2MB Cache, Xeon, 800MHzFront Side Bus for PowerEdge 2850: 1 at Midpoint, 1 backup at VESystems, 1 development at VESystems	3	$7,999	$23,997
3.0GHz/2MB Cache, Xeon, 800MHzFront Side Bus, 2nd processor for PowerEdge 2850		Included	
4GB DDR2 400MHz (4X1GB) Single Ranked DIMMs		Included	
Standard Windows Keyboard, Gray		Included	
No Monitor Option		Included	
Riser, ROMB, PCI-X, PE2850		Included	
300GB Hard Drive, Ultra 320 SCSI, 10K RPM, 80 pin PowerEdge: 4 per server		Included	
Embedded RAID - PERC4 Embedded Integrated		Included	
1.44MB Floppy Drive		Included	
Red Hat Enterprise Linux AS 3, 1YR RHN Subscription, Non Factory Install		Included	
Drop-in-Box with Documentation and Media		Included	
Mouse Option None		Included	
Dual On-Board NICS ONLY		Included	
24X IDE CD-RW/DVD ROM Drive for PowerEdge Servers All OS		Included	
Bezel for PE2850		Included	
2+4 Split Backplane Daughtercard		Included	
Electronic Documentation and OpenManage CD Kit, PE2850		Included	
MR1R10, ROMB RAID 1/RAID 10 Drives attached to PERC4ei PE2850		Included	
Rack Chassis w/Rapid Rails for Dell, HPQ or other Square Hole Racks, PE2850		Included	
Redundant Power Supply With Y-CORD and Straight Cords PE2850		Included	

VESystems

December 1, 2005

Description	Qty	Unit Price	Total
Type 2 Contract Same Day 4HR Parts and Labor On-Site Response, Initial Year		Included	
Type 2 Contract Same Day 4HR Parts and Labor On-Site Response, Two Years		Included	
VP/IP Client Workstation			
Dell OptiPlex GX620 SFF 3.4 GHz, 2M, 800MHz FSB with 20" UltraSharp 2001FP Flat Panel Monitor	1	$2,200	$2,200
Hewlett-Packard LaserJet 1320n	1	$550	$550
COTS Hardware Total		$50,744	$50,744
COTS SOFTWARE			
BASE COTS SOFTWARE			
Red Hat Enterprise Linux AS3.1 OS: 1 per server (INCLUDED IN COTS HARDWARE ABOVE)	6	$0	$0
IBM WebSphere Application Server Network Deployment Processor License + Software Maintenance: 1 per VP/WebSphere Server	3	$13,200	$39,600
Real Application Development License for DB2	2	$3,520	$7,040
IBM DB2 UDB Workgroup Server Unlimited Processor License/Sub/Sup: 1 per VP/WebSphere Server	3	$8,250	$24,750
Go Software RiTA ST Direct Integration Payment Server software	1	$13,198	$13,198
Windows XP Pro OS: 1 per client workstation (INCLUDED IN COTS HARDWARE ABOVE)	1	$0	$0
Oracle 10g SE1 Linux Media and Processor License Bundle	4	$4,400	$17,600
SE1 Bundle Product Support and Updates - Processor Bundle	4	$999	$3,996
CD Pack Database Version 10g for Linux (A0287003)	1	$70	$70

Base COTS Software Total	$106,254	$106,254
BASE SYSTEM TOTAL (Phase 1)		$1,004,262

Table 4 Detailed Cost Breakdown: Phase 1 – Sanibel Causeway Bridge

Phase 2 - Sanibel Causeway

ITEM	Labor Rate	Mark-up Factor	Billed Rate	Est. Hours	Qty	Unit Cost	Extended Cost	Base System
PROGRAM MANAGEMENT								
Project Management	$62.00	1.35	$83.70	74		$6,194	$6,194	
Contract Administration	$43.00	1.35	$58.05	40		$2,322	$2,322	
Program Management Total							$8,516	$8,516
DEVELOPMENT AND INTEGRATION								
System Engineering	$60.00	1.35	$81.00	45		$3,645	$3,645	
Quality Assurance/Testing	$45.00	1.35	$60.75	60		$36,300	$36,300	
Development and Integration Totals							$39,945	$39,945
MISCELLANEOUS								
Travel & Expenses						$7,500	$7,500	
Field Implementation	$60.00	1.35	$81.00	50		$4,050	$4,050	
Contractor Services - TransCore					LS	$0	$0	
Contractor Services - Electrical Contractor					LS	$10,000	$10,000	
Contractor Services - Professional Engineering (Civil)					LS	$5,000	$5,000	
Contingency					LS	$6,000	$6,000	
Miscellaneous Totals							$32,550	$32,550

License Plate Recognition System

BASE SYSTEM: REAR AND OVERVIEW VEHICLE CAPTURE WITH OCR

INEX DPU (Rack Mount; Windows XP Pro OS; External Trigger): 1 per lane [1]		3	$5,396	$16,188
INEX IU Camera/Illuminators (Rear Plate Capture): 2 per lane [2]		6	$3,691	$22,146
INEX IU Camera/Illuminators (Vehicle Overview Image): 1 per lane [2]		3	$3,691	$11,073
INEX UIC Universal Interface Controller for Trigger Input: 1 per lane		3	$125	$375
INEX Camera Mounts (Heavy Duty Outdoor-Rated with pan/tilt/rotation): 1 per camera		6	$200	$1,200
INEX Power Supply (24 VDC): 1 per camera		6	$120	$720
INEX 19" EIA Rack Cabinet 70" (Cooling fans, power outlets, rear access, and vented side panels): 1 per bridge		1	$2,500	$2,500
INEX Coaxial Cable (Lot of 10,000 feet RG59U solid core)		0.5	$5,000	$2,500
INEX Connectors and Mounting Hardware: 1 lot per bridge		1	$600	$600
INEX Installation Oversight and Training: Man-days		2	$1,200	$2,400
Base System Total (No Options Included)			$59,702	$59,702

[1] The Industrial rack mount DPU was chosen for Lee County's specific installation requirements. The CPU performance, chassis form factor, and reliability meet all requirements for this project. The software has been certified for use with this hardware.

[2] The Camera/Illuminators are integrated in a proprietary chassis mounted on a specially designed printed circuit board to meet environmental design requirements suitable for use in areas where excessive heat, moisture, and wind conditions may prevail.

License Plate Recognition System

SPARES

INEX DPU (Rack Mount; Windows XP Pro OS; External Trigger): 1 spare per bridge [1]	1	$5,396	$5,396
INEX IU Camera/Illuminators (Rear Plate Capture): 1 spare per bridge [2]	1	$3,691	$3,691
INEX IU Camera/Illuminators (Vehicle Overview Image):1 spare per bridge [2]	1	$3,691	$3,691
INEX UIC Universal Interface Controller for Trigger Input: 1 spare per bridge [2]	1	$125	$125
INEX Camera Mounts (Heavy Duty Outdoor-Rated with pan/tilt/rotation): 1 spare per bridge	1	$200	$200
INEX Power Supply (24 VDC): 1 spare per bridge	1	$120	$120
Spares Total		$13,223	$13,223

VESYSTEMS BASELINE SOFTWARE LEASE

Software Licenses: VTX-IP, VTX-VP, VTX-WEB, and VTX-ADM (LEASE OPTION with Maintenance)	1		
VESystems Baseline Software Total Phase 2	1	$172,000	$172,000
BASE SYSTEM TOTAL (Phase 2)			$325,936

Lee County may purchase the baseline software from VESystems for $1.00 after leasing the software for five years without interruption.

[1] The Industrial rack mount DPU was chosen for Lee County's specific installation requirements. The CPU performance, chassis form factor, and reliability meet all requirements for this project. The software has been certified for use with this hardware.

[2] The Camera/Illuminators are integrated in a proprietary chassis mounted on a specially designed printed circuit board to meet environmental design requirements suitable for use in areas where excessive heat, moisture, and wind conditions may prevail.

Table 5   Detailed Cost Breakdown: Phase 1 – Cape Coral Bridge

Phase 3 - Cape Coral Bridge

ITEM	Labor Rate	Mark-up Factor	Billed Rate	Est. Hours	Qty	Unit Cost	Extended Cost	Base System
PROGRAM MANAGEMENT								
Project Management	$62.00	1.35	$83.70	226		$18,916	$18,916	
Contract Administration	$43.00	1.35	$58.05	130		$7,547	$7,547	
Program Management Total							$26,463	$26,463
DEVELOPMENT AND INTEGRATION								
Software Engineering	$95.00	1.35	128.25$	0		$0	$0	
Oracle 10G SE1 DB Conversion	$110.00	1.35	148.50$	0		$0	$0	
Oracle Testing	$45.00	1.35	60.75$	0		$0	$0	
System Engineering	$60.00	1.35	81.00$	450		$36,450	$36,450	
Quality Assurance/Testing	$45.00	1.35	60.75$	240		$36,300	$36,300	
User Training					LS	$0	$0	
Documentation					LS	$0	$0	
Training Video DVD					2	$0	$0	
Development and Integration Totals							$72,750	$72,750
MISCELLANEOUS								
Travel & Expenses						$7,500	$7,500	
Field Implementation	$60.00	1.35	$81.00	225		$18,225	$18,225	
Contractor Services - TransCore					LS	$0	$0	
Contractor Services - Electrical Contractor					LS	$17,500	$17,500	
Contractor Services - Professional Engineering (Civil)					LS	$7,500	$7,500	
Contingency					LS	$12,000	$12,000	
Miscellaneous Totals							$62,725	$62,725

License Plate Recognition System

Phase 3 - Cape Coral Bridge

ITEM	Labor Rate	Mark-up Factor	Billed Rate	Est. Hours	Qty	Unit Cost	Extended Cost	Base System
BASE SYSTEM: REAR AND OVERVIEW VEHICLE CAPTURE WITH OCR								
INEX DPU (Rack Mount; Windows XP Pro OS; External Trigger): 1 per lane [1]					12	$5,396	$64,752	
INEX IU Camera/Illuminators (Rear Plate Capture): 2 per lane [2]					24	$3,691	$88,584	
INEX IU Camera/Illuminators (Vehicle Overview Image): 1 per lane [2]					12	$3,691	$44,292	
INEX UIC Universal Interface Controller for Trigger Input: 1 per lane					12	$125	$1,500	
INEX Camera Mounts (Heavy Duty Outdoor-Rated with pan/tilt/rotation): 1 per camera					36	$200	$7,200	
INEX Power Supply (24 VDC): 1 per camera					36	$120	$4,320	
INEX 19" EIA Rack Cabinet 70" (Cooling fans, power outlets, rear access, and vented side panels): 1 per bridge					1	$2,500	$2,500	
INEX Coaxial Cable (Lot of 10,000 feet RG59U solid core)					1	$5,000	$5,000	
INEX Connectors and Mounting Hardware: 1 lot per bridge					1	$600	$600	
INEX Installation Oversight and Training: Man-days					4	$1,200	$4,800	
Base System Total (No Options Included)							$223,548	$223,548

[1] The Industrial rack mount DPU was chosen for Lee County's specific installation requirements. The CPU performance, chassis form factor, and reliability meet all requirements for this project. The software has been certified for use with this hardware.

[2] The Camera/Illuminators are integrated in a proprietary chassis mounted on a specially designed printed circuit board to meet environmental design requirements suitable for use in areas where excessive heat, moisture, and wind conditions may prevail.

License Plate Recognition System

SPARES

INEX DPU (Rack Mount; Windows XP Pro OS; External Trigger): 1 spare per bridge [1]	1	$5,396	$5,396
INEX IU Camera/Illuminators (Rear Plate Capture): 1 spare per bridge [2]	1	$3,691	$3,691
INEX IU Camera/Illuminators (Vehicle Overview Image):1 spare per bridge [2]	1	$3,691	$3,691
INEX UIC Universal Interface Controller for Trigger Input: 1 spare per bridge	1	$125	$125
INEX Camera Mounts (Heavy Duty Outdoor-Rated with pan/tilt/rotation): 1 spare per bridge	1	$200	$200
INEX Power Supply (24 VDC): 1 spare per bridge	1	$120	$120
Spares Total		$13,223	$13,223

VESYSTEMS BASELINE SOFTWARE LEASE

Software Licenses: VTX-IP, VTX-VP, VTX-WEB, and VTX-ADM (LEASE OPTION with Maintenance)	1		
VESystems Baseline Software Total	1	$172,000	$172,000
BASE SYSTEM GRAND TOTAL (Phase 3)			**$570,709**

Lee County may purchase the baseline software from VESystems for $1.00 after leasing the software for five years without interruption.

[1] The Industrial rack mount DPU was chosen for Lee County's specific installation requirements. The CPU performance, chassis form factor, and reliability meet all requirements for this project. The software has been certified for use with this hardware.

[2] The Camera/Illuminators are integrated in a proprietary chassis mounted on a specially designed printed circuit board to meet environmental design requirements suitable for use in areas where excessive heat, moisture, and wind conditions may prevail.

December 1, 2005

14. ABBREVIATIONS

- ACM   Automatic Coin Machine
- COTS   Commercial-Off-The-Shelf
- DMV   Department of Motor Vehicles
- DPU   Data Processing Unit
- ETC   Electronic Toll Collection
- ICD   Interface Control Document
- IP   Image Processing
- LAN   Local Area Network
- LED   Light Emitting Diode
- LPRS   License Plate Recognition System
- MTBF   Mean-Time-Between-Failures
- NTP   Notice to Proceed
- OCR   Optical Character Recognition
- SOW   Scope of Work
- TEO   Toll Enforcement Officer
- TVN   Toll Violation Notice
- TVW   Toll Violation Warning
- UTC   Universal Traffic Citation
- VES   Violation Enforcement System
- VESIQC   Violation Enforcement System Image Quality Control (utility)
- VP   Violation Processing
- VPN   Virtual Private Network
- VTX   The product name for the suite of VESystems-developed software, i.e., VTX-IP Image Processing System, VTX-VP Violation Processing System, and VTX-WEB Internet Website System.

15. DOCUMENT REVISION HISTORY

Table 6   Document Revision History

Revision Date	Summary of Changes
August 19, 2005	Initial submittal of document to Lee County.
September 29, 2005	Revised in response to: • Lee County letter dated September 16, 2005 • Lee County Toll Violation Enforcement System Checklist, dated May 11, 2005 and updated by Lee County in September 2005 • VES Issues document dated September 13, 2005
October 27, 2005	Revised in response to discussion and comments received during telephone conference on October 20, 2005 between Lee County and VESystems.
November 17, 2005	Revised in response to telephone conference conducted November 14, 2005 between Lee County and VESystems.
December 1, 2005	Attached Contract documents and added additional text covering DPU and Camera/Illuminator equipment.

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12/29/05

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INSURER C: **Hartford Casualty Insurance Company**	
INSURER D: **Federal Insurance Company**	
INSURER E:	

INSURED
VESYSTEMS, LLC, VESYSTEMS ITS, LLC,
VESYSTEMS CORPORATION
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IRVINE, CA 92618

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	61UUNTS8253	07/01/05	07/01/06	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	**$1,000,000** **$300,000** **$10,000** **$1,000,000** **$2,000,000** **$2,000,000**
B		**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	61UENTS6572	07/01/05	07/01/06	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	**$1,000,000** $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	$ $ $
C		**EXCESS/UMBRELLA LIABILITY** OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10000	61RHUTS5239	07/01/05	07/01/06	EACH OCCURRENCE AGGREGATE	**$9,000,000** $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D		OTHER **Professional Liability**	68002878	12/29/04	07/01/06	5,000,000 per claim 5,000,000 aggregate 25,000 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The certificate holder listed above is also added as an additional insured with respects to the Commercial General Liability and Commercial Auto Policies.

CERTIFICATE HOLDER	CANCELLATION
Lee County Board of County Commissioners Attn Carol Goldwasser PO Box 398 Ft Myers, FL 33902-0398	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL __030__ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE *Armand F. Manha*

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