

FleetPoint™

A division of Grey Island Systems

February 9, 2009

Mr. Michael Austin
State of West Virginia
Department of Administration
Purchasing Division, Building 15
2019 Washington Street East
Charleston, WV 25305-0130

Subject: Division of Highway RFQ 639000029, GPS Vehicle Tracking System, Covert Tri-Band

Dear Mr. Austin:

FleetPoint, a division of Grey Island Systems, is pleased to present the enclosed response to your RFQ. Through submission of this proposal we agree to all terms and conditions of the Solicitation. Chris Carver (phone, fax and email below) will be the primary point of contact for this RFQ. A summary of the requirements compliance is included on Pages 34-43.

We have carefully read and examined the Solicitation and the Amendment and have conducted such other investigations as were prudent and reasonable in preparing this proposal. We agree to be bound by statements and representations made in this RFQ and to any agreement resulting from the proposal. Pricing provided in this bid is valid if accepted by December 31, 2009 and all invoices are to be paid NET 30. Use of Visa Purchasing Card is agreed for payment of contract.

FleetPoint acknowledges receipt of Addendum 1 to this RFQ.

Should you have any further questions which require further clarification, please contact me at the number below. References available on request.

Sincerely,



Chris Carver
V.P. Business Development

FleetPoint Division
Grey Island Systems International

2009 FEB 10 AM 10:32

WV PURCHASING
DIVISION

Direct Office (206) 219-5332
Fax (206) 219 5332
chris.carver@fleetpoint.net

Enclosures: Bid Response – FleetPoint RFQ response (Original), Exhibit A (Price List), End User Agreement (pricing referenced is superceded by the enclosed bid) and CD with electronic copies of submittal (including Excel worksheet) and sample reports.

Cost Sheet

Item	Estimated Quantity	Description	Unit Price	Amount
1.	100	GPS Vehicle Tracking System	<u>\$495-</u>	<u>\$49,500</u>
			Month	Year
2.		Monthly Service Plan	<u>\$2495</u>	<u>\$299-</u>

FleetPoint™

FLEETPOINT PRICE QUOTE
FOR
STATE OF WEST VIRGINIA DOT
RFQ 639000029

Pricing quoted herein is exclusive of Associated Travel Costs and Applicable Taxes
Pricing valid until 12/31/2009 or as specified by contract; terms and conditions of License Agreement apply

Quantity	Item	Per Unit	Installation	Extended Cost FOB Charleston, WV
Black Box Hardware				
100	GSM/GPS Mobile Data Unit with covert tri-band antenna; harness and Driver Alert Switch	\$ 495.00	\$ 105.00	\$60,000.00
IVD (Messaging Terminals)				
100	Messaging Terminal *	\$ 295.00	\$ 45.00	\$34,000.00
Additional Sensory Interface (Optional)				
100	Engine Control Monitors (Light and Medium Vehicles)	\$ 254.00	\$ 44.00	\$29,800.00
0	Engine Control Monitors (Heavy Duty Vehicles)	\$ 254.00	\$ 44.00	\$0.00
Implementation & Service				
1	Onsite FleetPoint Training (Per Session)	\$ 990.00	n/a	\$990.00
100	1 Minute Updates	\$ 24.95	n/a	\$2,495.00
100	Account provisioning & setup fee	\$ 34.00		\$3,400.00
GIS Integration (Optional)				
1	vBoard - Virtual Status Board with GIS data integrated (annual licensing)	\$ 5,500.00	n/a	\$ 5,500.00



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

Request for Quotation

RFQ NUMBER
63900029

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3

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
 304-558-2402**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

BUYER

DIVISION OF HIGHWAYS
 PLANNING DIVISION
 BUILDING 5, ROOM A848
 1900 KANAWHA BOULEVARD EAST
 CHARLESTON, WV
 25305-0430

DATE PRINTED 01/22/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **02/04/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	GAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
639000029

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SPECIFICATIONS

DIVISION OF HIGHWAYS
 PLANNING DIVISION
 BUILDING 5, ROOM A848
 1900 KANAWHA BOULEVARD EAST
 CHARLESTON, WV
 25305-0430

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/22/2009				

BID OPENING DATE: **02/04/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>[Signature]</i> SIGNATURE <i>Jay Island Systems</i> COMPANY <i>2/9/08</i> DATE </p>						
REV. 11/96						
NOTICE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

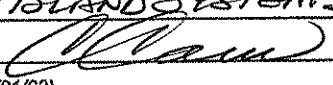
LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

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

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: GREY ISLAND SYSTEMS
Authorized Signature:  Date: 2/8/2009



GPS VEHICLE TRACKING SYSTEM

RFQ: 639000029



FleetPoint
(division of Interfleet, Inc.)

Main Office:

InterFleet Inc.
8 S Tyson Avenue
Floral Park NY
11001-2017

Local Support Office:

3087 Sedgefield Rd.
Roanoke, VA 24015
(866) 394 8949

Primary Contact:

Chris Carver
(206) 219 5332
chris.carver@fleetpoint.net

FleetPoint™ is a business intelligence and management tool, which provides State and local municipal fleets, and private companies, with increased control of their fleet utilization, driver behavior, operational costs, fuel consumption and fleet environmental footprints. Our customers use real-time sensor data to help them achieve significant savings through reductions in road maintenance materials, fuel usage, transportation costs and manpower. Our approach includes truly “real-time” Fleet Management (reports as frequent as every 10 seconds when necessary) provides comprehensive monitoring of quantitative operations data (from a wide variety of cars, vans, trucks and heavy equipment manufacturers) which delivers efficiencies, benchmarks and carbon reduction opportunities.

FleetPoint’s approach to sustainable fleet management is a partnership with our clients to help them implement fleet management practices that are good for business and good for the environment. FleetPoint’s experience with municipal operations from Transit, Public Works, First Responder vehicles, snow and ice removal, school systems and water departments allows us to focus on quantifiable and sustainable technical improvement, driver education and on the financial bottom line for a comprehensive solution to Fleet Management. By adopting the sustainable fleet management practices and maximizing the use of the data underlying FleetPoint’s partners gain not only a more efficient fleets, but become safer and much more operationally efficient well into the future.

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Overview

FleetPoint Technologies, a division of Interfleet, www.fleetpoint.net, is pleased to present this information to the State of West Virginia for a GPS Fleet Management System. FleetPoint, has a strong history of serving Municipal clients with GPS Fleet management solutions. The FleetPoint family of products (designed and built in North America) brings forward a distinctively flexible solution which maximizes the future options available to the State of West Virginia, while minimizing the initial costs. The product is supported round-the-clock by our teams of engineers in New York, Toronto and locally by our factory trained team located in Roanoke, VA. The FleetPoint product is being used throughout the US and Canada to meet the needs of private contractors and municipalities. FleetPoint is used by the State of Missouri Department of Transportation to meet their AVL needs for highway operations and maintenance.

In particular we draw your attention to the following:

Driver and Vehicle Management – the system has the ability to handle up to 5,000 vehicles and over 10,000 drivers, and more than 100 simultaneous users. These vehicles are grouped for reporting and monitoring functions to allow the system to display layered or grouped data as required for the various groups of users. In this way activity reports can be run by geo-political area (county or state), by vehicle type, vehicle utilization (snow plow, street sweeper, boom truck, dump trucks, etc.) and by organization. This flexible approach to reporting allows the State to truly analyze the cost per lane mile of operations, compare costs and utilization rates between counties and compare costs even by maintenance building/shed. The data for the drivers and vehicles is stored on the network in a SQL database for a year and then off-site for up to 5 years. The data is available to exchange data with a local SQL database located on the State's network. FleetPoint has had extensive experience with the Highway Maintenance and Public Works vehicles. We have provided sensors to track everything from the type of herbicide applied to different sections of highway, to the amount of brine spread on a road during plowing operations. Our lone worker solutions for bucket-trucks and tractors have increased safety, and our "green fleet" idling initiatives have helped our customers educate their drivers to protect the environment.

Real Time Vehicle Location management that operates the way you do – the FleetPoint system is a live system (24/7 operations) with 50 hour/week Advanced Technical support and 24/7 Customer Care. With Customer Care and Support staff cover your day and are there to answer any questions that arise day or night. The software is available for installation as a web-centric rich client with a local SQL database, or as a web service operating 24/7/365 (recommended). Locally, for installation issues we have a team of factory trained individuals in Roanoke, VA who can respond to a call for assistance with personnel on site within 8 hours anywhere in the State of West Virginia. Alerts can be configured to idling and speeding thresholds (among others) that send notifications to an email, pager or text messaging device.

Activity Tracking and Spatially enabling data – All device activity is recorded in the device and downloaded to a SQL database in real time. If the device goes out of coverage in a rural area a complete history is stored no data is lost. All activity data is transferred to a SQL 2005 database along with quantitative data from all the device sensors. The reports

of activity can be run locally or pre-configured to be delivered by email on a regular schedule. Replays and historical investigations are most easily done directly from the application using the standard MapPoint maps. With an upgrade to SQL 2008 (OPTION) detailed environmental data is spatially enabled for storage locally and for export to ArcIMS for review of fleet activity in real time on up to date local state GIS maps.

Management of Operations and the Environments – With FleetPoint’s service all vehicles with electronic data bus capability are continually monitored through the vehicle bus for efficiency, cost of operations and environmental performance. For heavy trucks (J1708 and J1939 equipped starting in 1999) FleetPoint recommends the MDU-1. For cars, vans, light/medium trucks (J1850/OBD-II - MY2001 and beyond) and new model heavy trucks with J1939 FleetPoint recommends the MDU-2 (see Hardware, Chapter 4). The integration of the vehicle data bus capability dramatically enhances the traditional fleet management functions and contributes to the fleet manager’s reports, especially the maintenance reports. The use of the vehicle data bus connection as the single connection point (without disturbing the ability to use the connection for its standard purposes) dramatically reduces installation time, this in conjunction with our internal antennas creates an installation time which is among the shortest installation time in the industry (<20 min per vehicle for light trucks and less than 50 minutes for large trucks and about 1 hour and 30 minutes for trucks that require a mobile data terminal, or require hydraulic sensor installation).

FleetPoint’s vehicle monitoring approach allows the state to not only monitor the operations of the vehicle with GPS, but offers a direct link to the vehicle ECM (engine computer) for improved maintenance by reading the engine codes, actual odometer, actual vehicle speed (not just GPS derived speed), actual fuel consumption, engine hours (with PTO on and PTO off), status of all sensors including plows, sweepers, spreader rates, road temperatures and numerous other sensors commonly found on highway maintenance vehicles. Our devices allow for plug-n-play ECM integration on vehicles starting in 1998, for older trucks there is additional wiring required to capture detailed vehicle information such as fuel level and usage. Because the FleetPoint system can detect transmission state the idling times are considerably more accurate, only recording and reporting on those idling events where the PTO is off and the truck is in park with the engine actually ON. Many GPS systems only monitor the ignition input without looking at engine RPM, and erroneously report idling times when the ignition key is in the ON position for a legitimate purpose without the engine actually running (such as waiting for a radio call).

Our direct connection to the ECM on all State vehicles dramatically increases the effectiveness of driver monitoring with actual mileage (reading the odometer), idling (done by monitoring when the vehicle is in Park versus Drive), vehicle diagnostic codes, hard braking, rapid acceleration and tell-tale lights in the vehicle. Further, by adding actual fuel consumption information in the daily management of the fleet the State will most likely experience significant improvement in fuel consumption. Our customers tell us that our equipment pays for itself in five (5) months or less. For example the State of Toronto has documented a seasonally adjusted 19% reduction in fuel consumption over the six month period following the installation of the FleetPoint equipment. The primary savings came from idling reductions and less personal use of State vehicles.

Reporting Levels – Reports can be customized to deliver information by vehicle, by organization, even by individual or group of drivers. The reports can be delivered to all, or restricted in delivery to a few. The data can also be exported directly to other State applications from the SQL database. Real-time and historical information is available through the History screens. For real time information in the Traffic Management or Emergency Management Centers, or responding to Customer questions the Virtual Status Board (vBoard) described in Section 2.5 has been an extremely useful tool for Public Works and Highway Maintenance personnel by allowing them to quickly answer questions about when road was last plowed, where is the emergency equipment in proximity to the lightning strikes (requires Nexrad weather data), how much product was applied to segment of road, when the mowers were last at a sight and many more related questions that need real time information but also aren't necessarily vehicle specific.

Coverage – Although the State has good wireless coverage along most of the interstate (with a few notable exceptions southeast of Charleston on I-77 which this author has experienced on my drives from Roanoke), the need exists for some ability to store data on the device for those times when vehicles are on secondary roads and out of coverage. This offer is unique in that FleetPoint can offer a significant onboard data storage option for some or all of the devices depending on the service offering. More information on the states wireless coverage (GSM versus CDMA) is included in Section 1.4. This offer is likely unique in our ability to offer the State DOT the option to select either CDMA or GSM for the same monthly rate.

Training and Driver Management - In many cases FleetPoint has worked closely with the unions at all levels to ensure that the professionalism of their drivers is recognized. Our approach to cooperative training ensures a sustainable environment exists throughout the organization; one that will not degrade into an "us versus them" mentality. We welcome the opportunity to share our experience in working with Union leadership and in the long run help them see the value in endorsing the use of AVL equipment as an exceptional aid in convincing the public of the professionalism of their membership. To this end experience has taught us that covert installations should only be done with the full knowledge of the drivers.

Growing together - For the future, FleetPoint has a complete Fleet Management System (FleetPoint FMS) which builds on the base FleetPoint system to integrate four technologies (Fuel Management, GPS Tracking, Tire Pressure Management and System Integration) into a seamless management tool to ensure your fleet assets are accounted for, utilized and optimized to deliver their highest value to your organization.

1. General Overview of the Solution

FleetPoint Technologies is pleased to offer State of West Virginia a state-of-the-art, affordable approach to tracking fleet operations through the use of multiple sensors, quantitative data and location. The system provides active GSM/GPRS or CDMA capability (see Section 1.4), GPS recording and transmission of vehicle sensor data.

The system provides actual engine hours or actual mileage (not just GPS estimates), actual road sensor data and extensive insight into vehicle operations through the interface with the diagnostic bus. The FleetPoint product uses a centrally hosted Microsoft SQL 2005 database with a .NET web centric AVL application that allows for easy access by all users and administrators. Authorized users can access the hosted database located at the State of West Virginia through any web browser or a local client software package known as FleetPoint SME. Both FleetPoint SME and FleetPoint.NET have identical user interfaces. Multi-level access managed by the system administrator allows the system to service each end users needs without providing access to information that they do not require. The data from both applications is the same and can be forwarded to a SQL database located at the customers location (this service is included in the quote).

The FleetPoint system data collection begins onboard each vehicle with the transmission by the device of standard position, speed, distance, mileage by geo-zone or geo-fences (zones can be defined as areas within the State or the entire county or any area as configured by the State (quote is based on 1 minute max default, with 10-30 second reports during operations) and time. When the vehicle goes out of coverage the device will queue up to 10 days worth of data for transmissions (including sensor data, messages and positions) when it returns to coverage. This data is then used to create start/stop reports, actual mileage reports, maintenance alerts and schedules, remote diagnostics, idling times, speed exceptions and numerous other sensor reports. Samples of how this data is used and displayed are included later in this section.

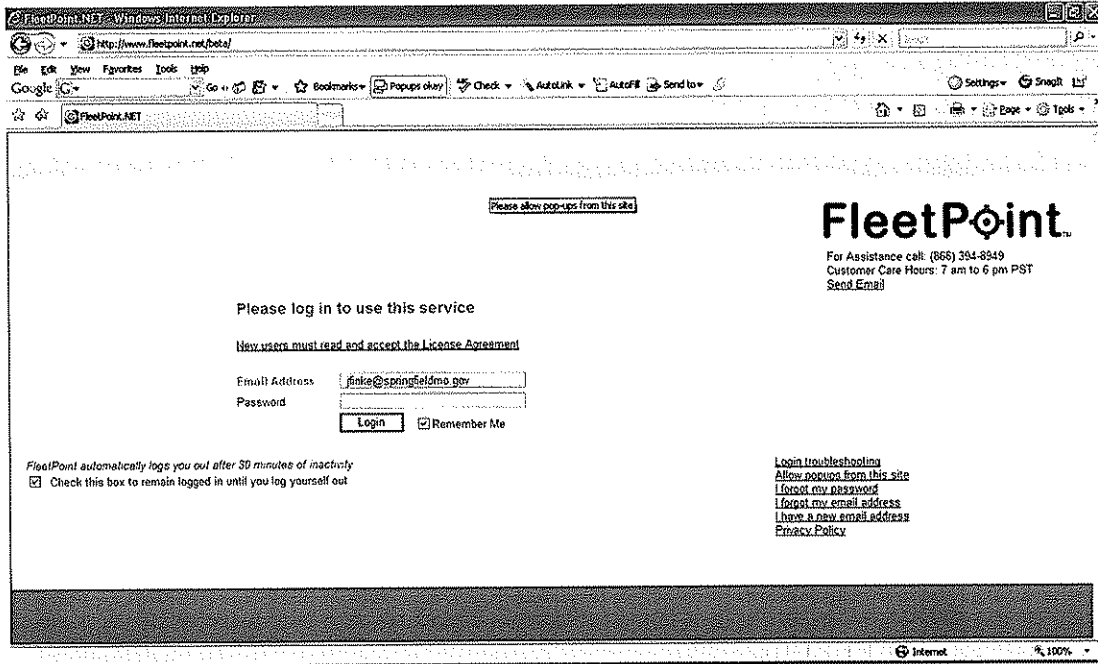
Additional vehicle ECM and sensor data provides for detailed maintenance management. FleetPoint provides both on device and back-end geo-fencing. The on-device geo-fencing provides “instant” reporting of vehicles that stray out of the area without any further processing or delay on the backend. Actual travel coverage reports are created from the backend. All data from the vehicle hardware, located under the dash in the vehicle, is sent real-time over the GSM wireless network. If a vehicle is temporarily out of coverage, all data is synchronized as soon as the vehicle comes back into coverage.

1.1 Recommended Architecture for West Virginia

For the State of West Virginia, FleetPoint offers a State owned and FleetPoint managed solution that provides web access and supports complete control by the State. Only State staff has access to the system and as such, security, both physically and electronically, is entirely under the control of the State. The servers hosting the FleetPoint solution can be upgraded, moved or altered only at the discretion of the State. There is an option for FleetPoint SME (local client version) if desired, at no additional cost.

For State’s such as West Virginia, with a wide variety of users on a single system, the unique feature of FleetPoint is the “virtual status board” capability. This display is a large monitor 32”-50” that displays the State’s own GIS maps and an overlay of the AVL data to show % route completion for many different operations such as snow operations,

garbage collection or mowing. The ability, for instance, to use this display to monitor progress in the 3 State Zones for leaf collection, and see these zones in real time can be an invaluable management tool. The same is true for winter storm clean up.



Sample Web Login Page

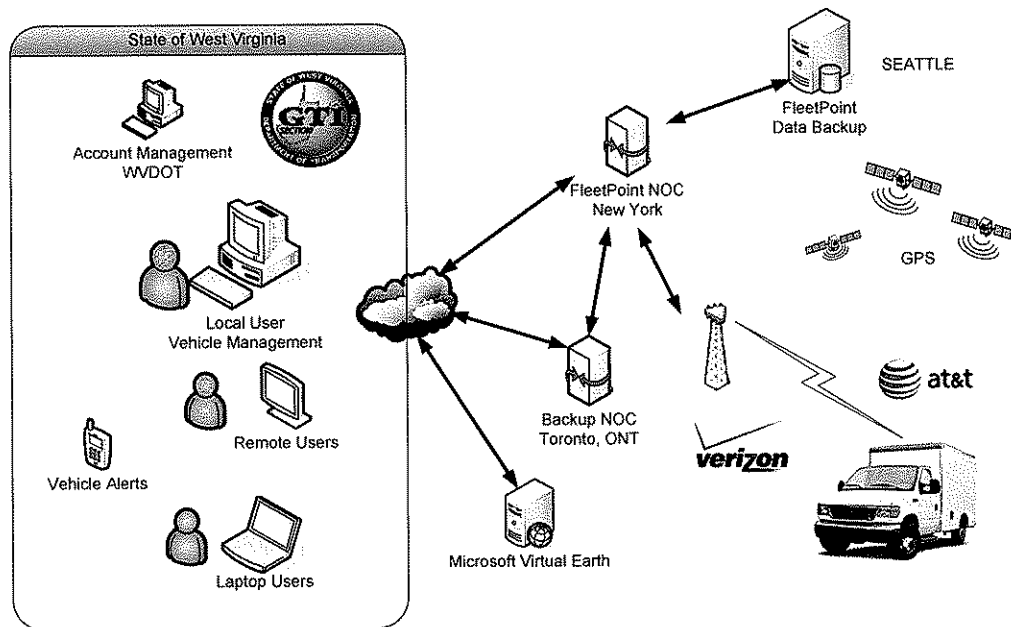


Figure 1: State of West Virginia recommended solution with web interface

1.2 Software Application and Mapping Architecture

Should it be desired, integration with the State’s GIS systems [GTI] (West Virginia Department of Transportation Geospatial Transportation Information) it is a simple matter of having the two systems, FleetPoint SQL database and ESRI ArcIMS running in

the same domain. To accomplish this FleetPoint will require a local SQL database to be hosted within the State's network (See Figure 1 above), or the vBoard application installed OPTION (see vBoard pricing for this enhancement, section 2.5). Shape files of showing the routes for the 10 Districts are sent to the FleetPoint SQL server (located optionally at the State of West Virginia or at the FleetPoint facility) and then merged into the existing Virtual Earth maps. (See example below) Essentially this allows the incoming data from the field to be spatially tagged as it is stored in a local SQL database.

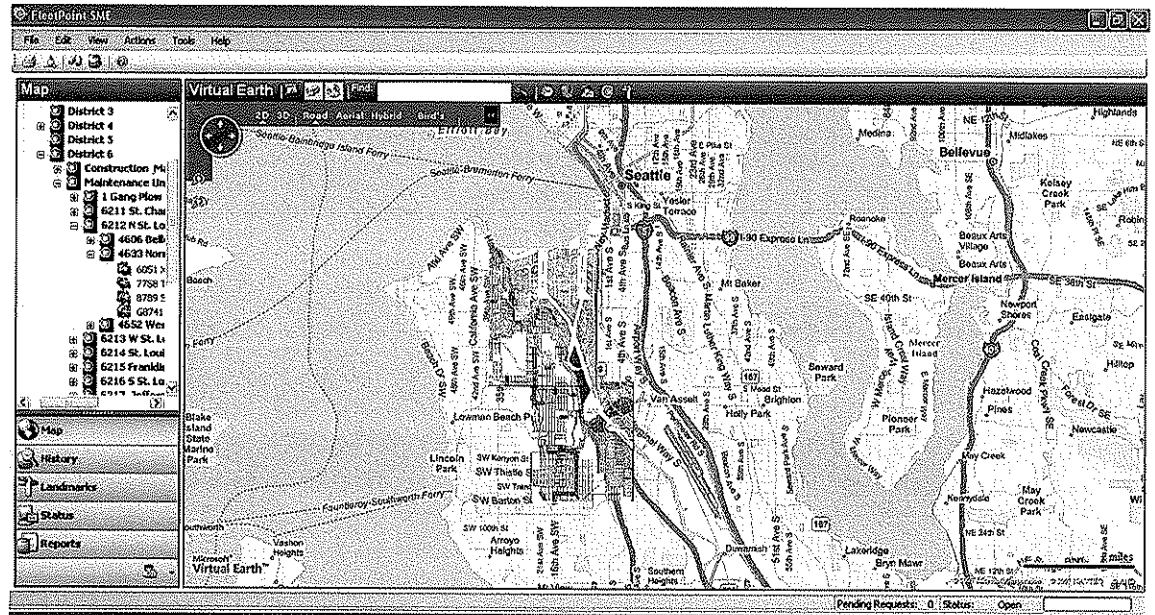


Figure 2: Example of GIS data merged into FleetPoint(from ArcGIS Desktop) using the Client based product FleetPoint SME.

This approach to GIS data management ensures that all data captured from the GPS units can be shared in a universal format (referenced to the same UTMS coordinates used to reference all other State data) that can be shared easily in all applications. For example, if the data needs to be displayed on a traffic display or within a district maintenance map it can be. This feature was extremely important to the State of Missouri in selecting FleetPoint as the GPS system, because of the appreciation that all of the data should ultimately reside with the state GIS team. Within the State of West Virginia there is a policy establishing a minimum standards for the collection and documentation of coordinates for all geo-spatial information regulated under or within the jurisdiction of the West Virginia Department of Transportation (WVDOT). The FleetPoint system Exceeds the mandates of this policy and ultimately increases geospatial precision within the WVDOT. By coding all positions with accuracy information, FleetPoint facilitates the integration into the WVDOT's Geographic Information Systems (GIS) to enhance the use of this data to improve informed decision making throughout the WVDOT.

The FleetPoint application is run as a web service, optimally in any IE browser V6 or later. The base system proposed has all data hosted by FleetPoint for the State of West Virginia. The mapping application in the software uses Microsoft Virtual Earth. The Microsoft Virtual Earth product with satellite imagery, traffic and bi-monthly updates provides a perfect underlay for the ESRI maps used for State road work, etc. Microsoft Virtual Earth has the distinct advantage of allowing the integration of GIS data directly

into the base mapping in the browser window with a myriad of options for layers of data. The mapping data comes directly from Microsoft Virtual Earth and may be licensed directly, or through FleetPoint. (See Figure 2 for an example of GIS data merged into Virtual Earth).

1.3 System Administration

With each installation of FleetPoint there are up to 500 users. The ability to create different accounts for each user facilitates the dissemination of information and yet provides each user with the appropriate level of access of his/her needs.

Once the user has configured their account they have the option of selecting what reports, map views (up to 120) and alerts to receive. Alerts are generated and sent to each user when exceptions occur. Examples of exemptions that can be set for the users are maintenance alerts, speed, mileage notification, out of area alerts, speeding alerts, excessive idle times and many more.

The architecture assumes four classes of users:

- 1) Local Users – personnel who make vehicle assignments, monitor vehicle (location, mileage and diagnostics) and maintenance reports and process activities on a daily (and weekly) basis. These personnel actively manage the fleet of vehicles using a FleetPoint SME running as a web-service.
- 2) Supervisory personnel or Remote Users –users who required either a real time web-view of a particular vehicle or access to reports on the historical activity via web based interface. These users have the same features as the Local Users; they can access reports and real time data and can map historical activity.
- 3) Mobile personnel - Mobile managers and other personnel involved in scheduling vehicle activity, driver data input, managing maintenance, and real time activity reporting. These personnel will use a web browser on the handheld and have essentially the same capabilities as Local Users whenever they are connected to the web, with the exception of printing reports.
- 4) IT Personnel – Account Manager(s) perform the system management through a web based CRM interface which allows users account monitoring, user assignments, vehicle additions and edits and the management of airtime accounts.

1.4 Wireless Solution

This proposal includes an option for a either a GPRS or CDMA solution for Wide Area Coverage (WAN) and an option for WiFi (802.11 b/g) for local area (LAN). For cost containment a single mode GPRS or 1XRTT device is recommended.

It is frequently assumed that the cost of data services can be lowered by the use of WAN and LAN services; downloading data upon return to the yard using a LAN. With intelligent devices such as those offered by FleetPoint there is sufficient data compression and intelligent queuing to make the two options almost identical in cost. Also, there is no danger of losing the data if the GPRS radios fail to perform because the devices store 5 or more days worth of data. For greater storage an option for up to 2G of data can be added to each device.

1.4.1 Wide Area Network (WAN)

FleetPoint conducted their own coverage test on drive from Roanoke, VA (north on Route 81) west on I-64 and then up I-77 to Charleston then north on I-79 with a detour to Clarksburg and then up I-79 to Pittsburgh in September 2008. On the return trip we came down State Route 19 through Summersville and then continued on SR19 south of Fayetteville and rejoined I-64. Both the AT&T and Verizon Wireless coverage were comparable on the interstate. On SR19 we saw a few outages of the AT&T devices that did not appear on the Verizon Wireless devices. The outages were not significant enough to cause us to recommend one network over the other. In fact based on this limited test it would appear that coverage is comparable between the two networks. After surveying the wireless carriers providing service to West Virginia and evaluating the network upgrades in progress for EDGE capability (recommended hardware) FleetPoint recommends the AT&T network.

The wireless option shown in Figure 3 is the AT&T Wireless GSM/GPRS/EDGE network footprint for West Virginia (as requested in the RFQ hardware section).

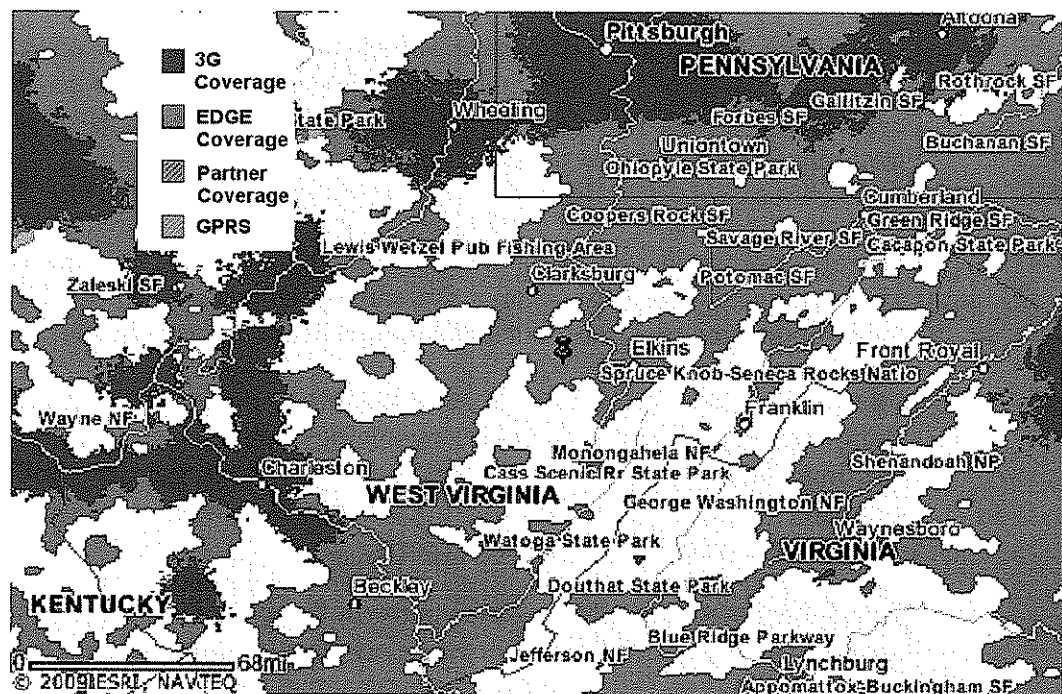


Figure 3: Wireless Coverage for West Virginia provided by AT&T Wireless

More detail can be found at: <http://www.wireless.att.com/coverageviewer/>

The RFQ asks that multiple cellular options be available, Figure 4 shows Verizon Wireless network and a quick review of the published maps suggest that it has better coverage of the 10 WVDOT District offices. The State has the option to select either network (GSM or CDMA) under this response. It must be noted, for clarity, that one device does not work on both networks – the two devices are different but function exactly the same, and the cost is comparable.

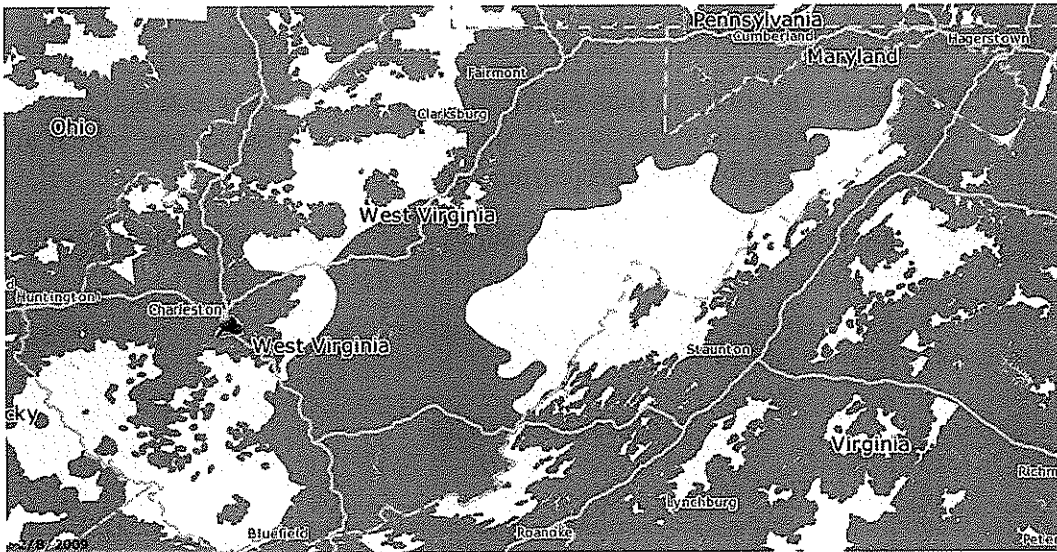


Figure 4: Wireless Coverage for West Virginia provided by Verizon Wireless

<http://www.verizonwireless.com/b2c/CoverageLocatorController?market=all>

1.4.2 Local Area Network (LAN - OPTIONAL)

The FleetPoint hardware has included the OPTION to be fitted with an ADDITIONAL 802.11 b/g radio to download queued data when vehicles return to the yard, or to service sheds where 802.11 b/g access points are installed. The purpose of this service is to allow for local area downloads if desired. All WiFi access points are required to support 128bit encryption and are programmed to only communicate with “known” equipment MAC address, this is necessary to prevent the networks from becoming loaded down by roaming users deliberately trying to break into or overload the network. A full WAN/LAN deployment requires a detailed site survey and the installation costs are not included here. FleetPoint has personnel on staff and can complete the installation survey and provide the access points. See Section 6 pricing for details.

2. Mapping and Reporting

The FleetPoint software runs either within a web browser as a real-time tracking system, or as rich client solution on the desktop. The option to use either affords the State considerable flexibility and reporting capability.

Both applications appear basically the same. The most common navigation tab (“Map” in Figure 4) screen to use is the Map tab on the navigation pane.

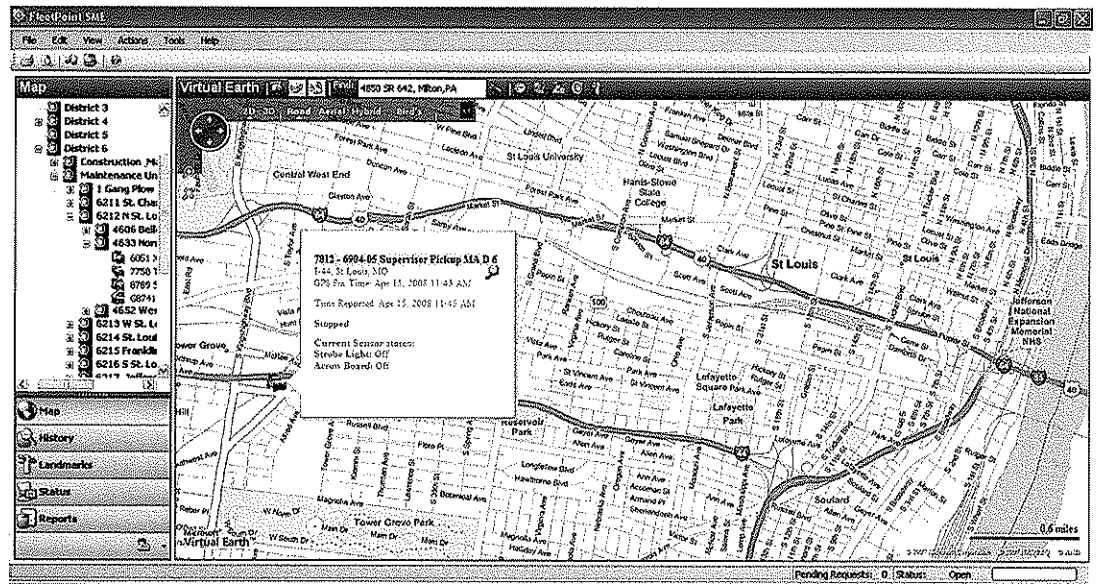


Figure 5: Missouri Department of Transport (MoDOT) Motorist Assist Vehicles

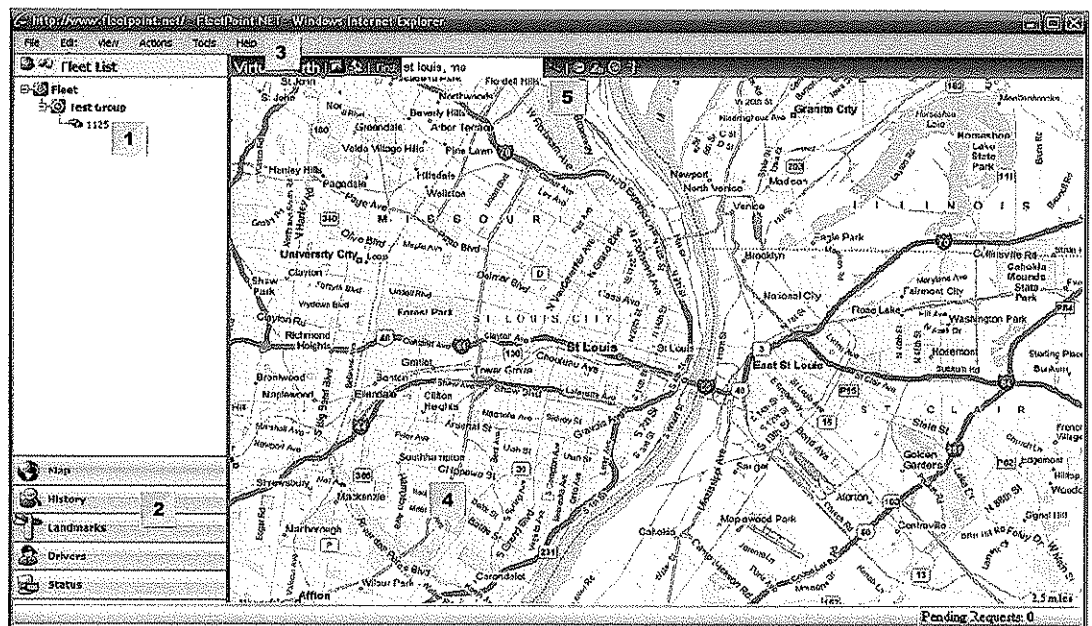


Figure 6: FleetPoint Mapping Page (St Louis, MO Road View)

1. **The Fleet Navigation Pane** - The Fleet navigation pane content is grouped by "authorized" list. Users will see only those fleet groups for which the user has authority. The list and

assignment of vehicles within the Fleet List is controlled by the Administrator. It offers tools and information determined by Administrator for each of the fleet list members by right clicking on the individual vehicles. In the screenshot above, the Map tab is selected and the full screen map is displayed.

2. **2 The Navigation Pane's Tabs** - The Navigation Pane's default choices (selectable by FleetPoint based on Account and User credentials) are **Map, History, Landmarks, Status, and Reports**. The icon on the bottom is for entering Administrative functions (only visible to Admin Users).
3. **3 The Standard Toolbar** - The Standard Toolbar contains most of the commands necessary for everyday mapping and reporting, or vehicle management. Note that the Standard Toolbar's buttons are contextual, and depend on the tool currently selected: Map, History, Status or Reports.
4. **4 The Map Pane** - The map pane displays the vehicle location in Virtual Earth. The map pane will auto-pan to center on the vehicle as it moves. The auto-pan feature, like the "replay" feature and others can be turned On and Off from the Pane Icons below.
5. **5 The Pane Shortcuts** - The map pane shortcut icons are a short cut to features such as Re-Play, Landmarks, Auto-Pan, Geo-Fence display and Find. The Pane find features allow the user to type in and find an address and quickly locate the vehicle closest to that address.

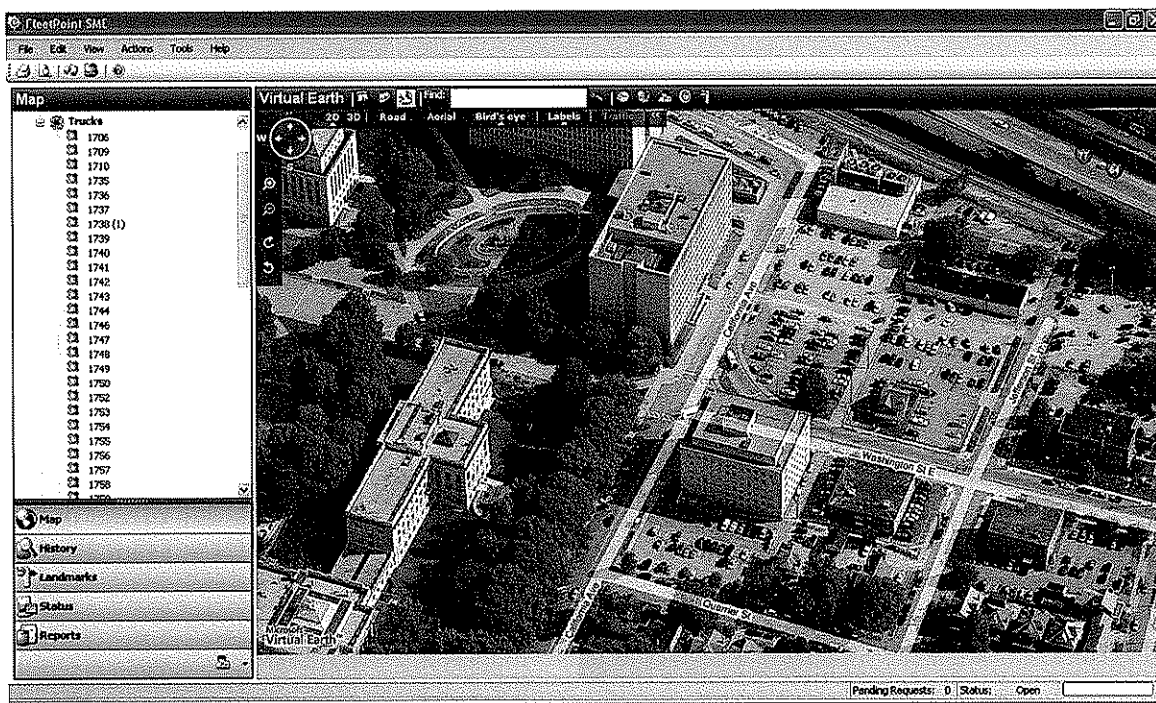


Figure 7: FleetPoint Mapping Page (Bird's Eye View of Washington St E, Charleston, WV)

The road view mapping (Figures 4 and 5) shows road detail and is updated every 8-12 months. In FleetPoint there is the option (see description under **vBoard**, Section 2.5) to export data (or mirror data) directly to the State's GIS -- ArcGIS (v9.1 or later) and display the data either within FleetPoint or elsewhere on the State's own mapping applications.

On the Map page the user has the option to do a "play back" of a vehicles route at a selected speed. To do this select the vehicle from the fleet list on the left and then select

the play-back icon at the right of the map pane shortcut bar (Figure 5, Pane Shortcut #5 above on Page 15). The play back feature is used to review the activity of a vehicle in context on the larger map. Detailed events can best be seen in the history page.

2.1 History

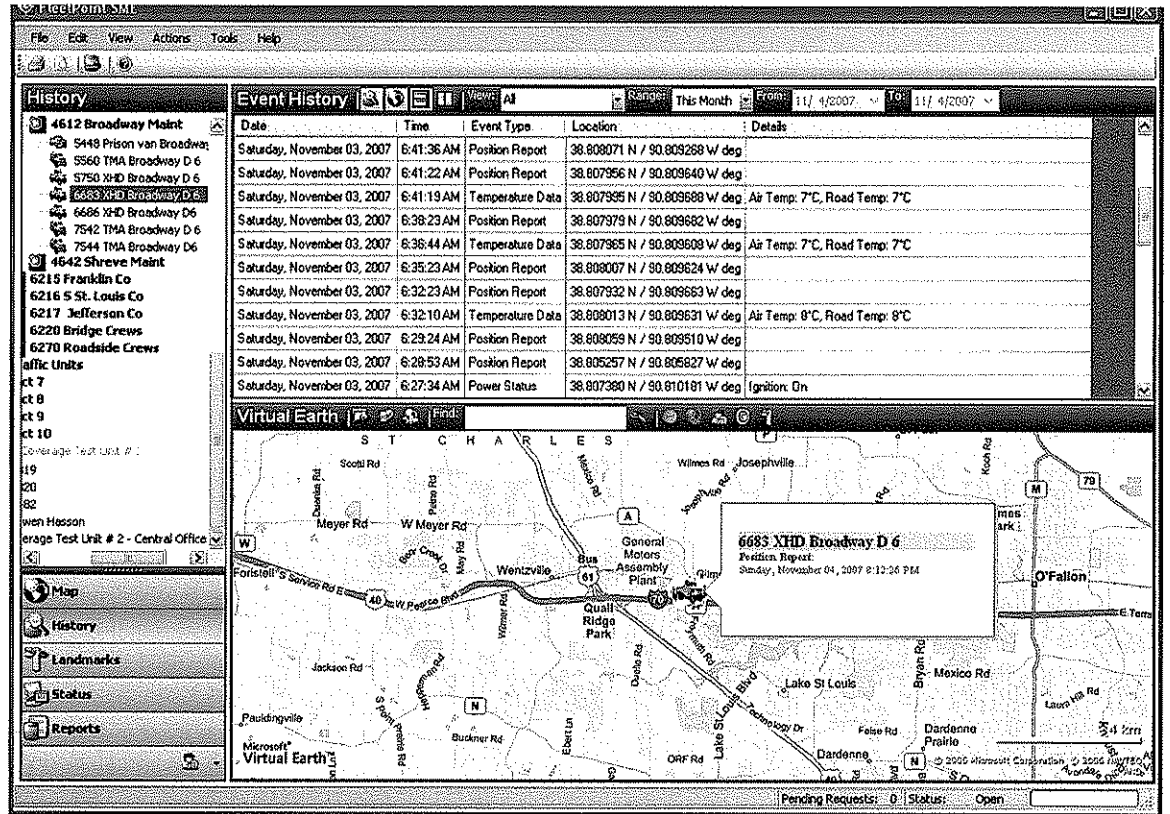


Figure 8: MoDOT History Page (Sample showing road and air temperature data)

The second tab on the Navigation Pane is the History tab. The History Page can be a split image of data and a map showing the historic events, or one of the other. More detailed views of the FleetPoint pages can be reviewed in the User Manual available on line – www.fleetpoint.net/downloads.

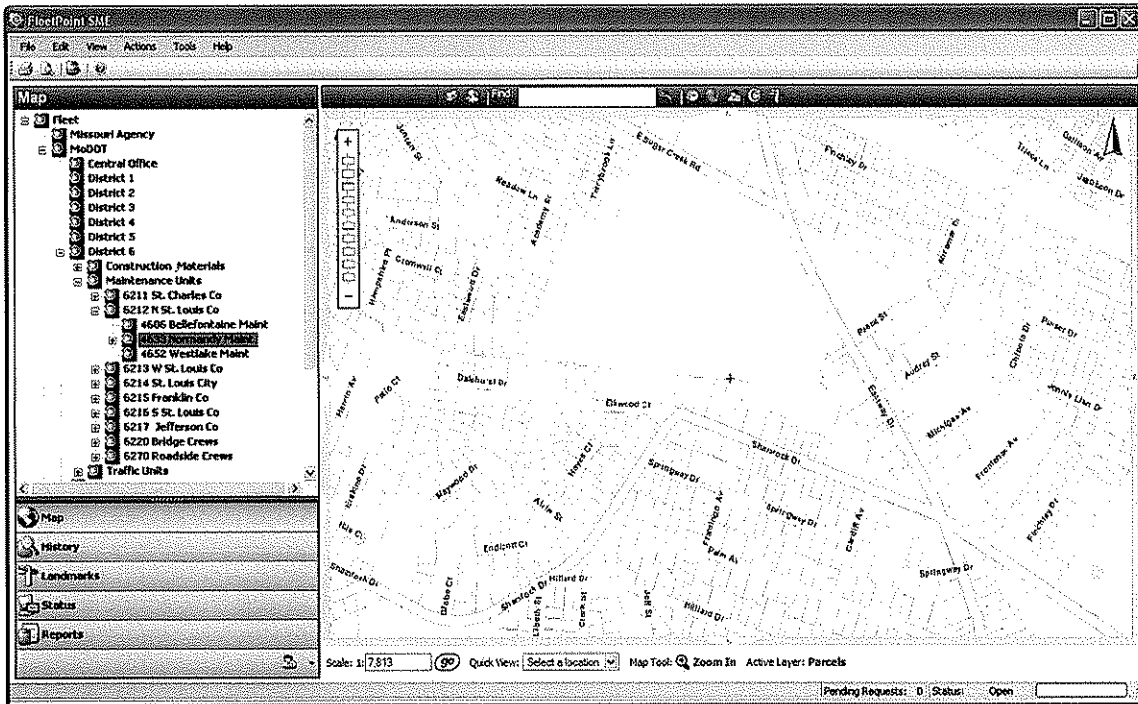


Figure 9: FleetPoint SME Map Page showing ESRI ArcGIS data layers (OPTION)

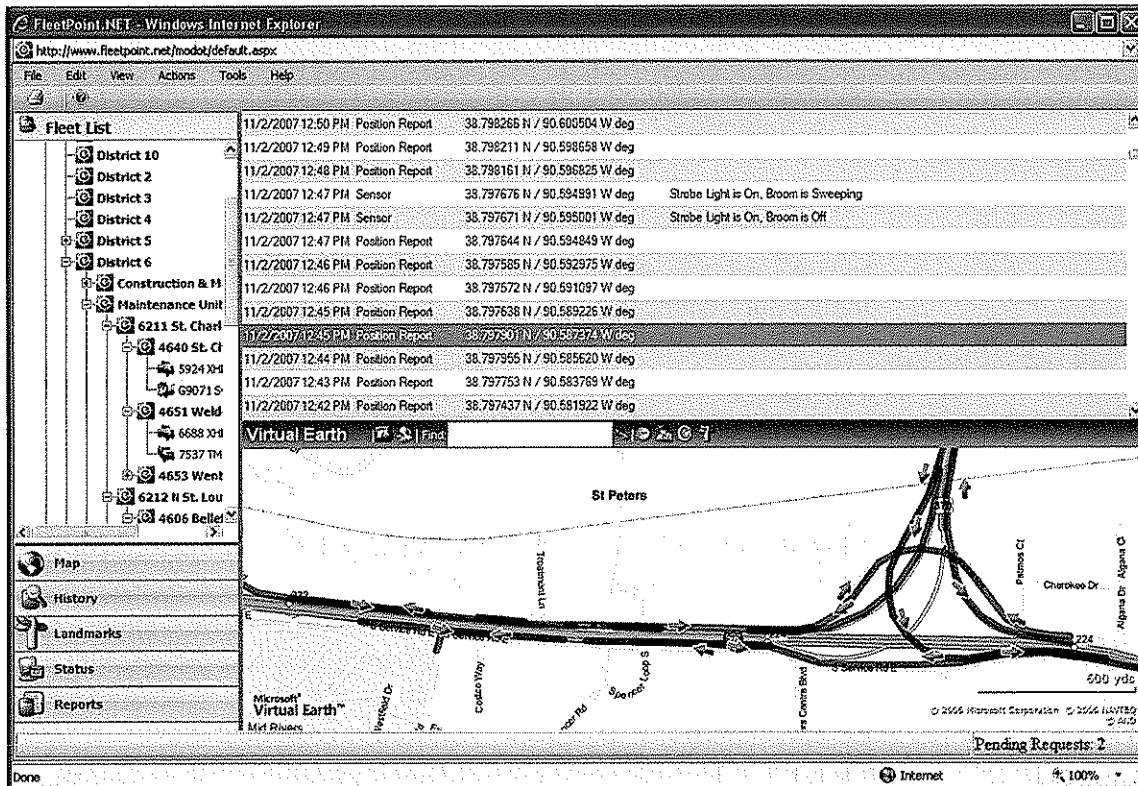


Figure 10: FleetPoint.NET History Page showing MoDOT sweeper tracks

Note: custom icons created by FleetPoint using actual vehicle photographs

In the history view, the vehicle tracks are displayed as lines (user defined colors) for sweeping and plowing information derived from Active Sensors. These updates come in as frequently as every 30 seconds when plowing and sweeping. When using Emergency Tracking updates (Driver Alert Switch ON – see Section 3.4) positions come in every 10 seconds for up to 4 hours. For accident reconstructions the data from the devices can be downloaded at 1 second intervals.

2.2 Data reporting capabilities and software

FleetPoint offers operations personnel and dispatchers a wide variety of features to manage vehicles and other mobile assets. The primary features are:

- Vehicle tracking – on-demand real-time position report, start/stop reporting and odometer based maintenance alerts. The tracking reports can be set based on a schedule (for instance send positions at 1 minute intervals during the hours of 8 to 5), send tracking reports any time the vehicle is moving based on a time interval, distance interval or time/distance. Individual positions can be requested, on demand. A Start/Stop feature sends position reports when the vehicle arrives or departs specific locations. These location reports are automatically named by the customer name if an address is entered, or a contact is dragged in from another application.
- Vehicle maintenance – vehicle maintenance activities such as inspections, tire wear, routine maintenance can be managed based on mileage, or engine hours. Vehicle diagnostics are used to provide maintenance alerts which are centrally reported and also sent to configured email addresses, based on vehicle groupings or by individual vehicle.
- Sensor Data – this reporting capability provides detailed information from trucks and tractors about the equipment in use. These features are driven by remote sensors such as plow location, sweeper in use and slinger in use (up to sensor inputs per vehicle).

2.3 Reporting Features

The FleetPoint system provides the ability to use standard reports with custom logos. The software uses Microsoft SQL Reporting Services to create these reports. Sample reports are included on the CD provided with this submittal. The standard reports included are:

- **Visit Report** - time of arrival and departure from imported addresses, or custom landmarks imported, or entered by the users.
- **Stop Report** - similar to the visit report but not limited to customer addresses and landmarks, the user defines the minimum time at the stop. A radius set by the Administrator determines the maximum distance a vehicle can be parked from a location.
- **Detention Report** - used to determine the time a piece of equipment is 'detained' at a location other than it's geo-coded home base
- **Maintenance Summary** – a fleet manager's report to review vehicle performance, current mileage reading, outstanding maintenance and upcoming actions based on average mileage usage. This report includes diagnostics.
- **Landmark Summary** - provides an accurate report of timed entries and exits from a job site or other critical location for accurate billing and accounting.

- **Mileage Summary** – this report is a mileage summary along a specific vehicle route, or any defined route, providing a summary of total mileage and mileage between stops. This report includes a summary of speeding and idling excursions over an administrator defined limit.
- **Idling Report** – provides a summary of hours of idling versus hours of total engine operation. The report also includes the number of idling events over a defined threshold in time. The default is 2 minutes – all idling events longer than 2 minutes are reported.
- **Alert Summary** – summary of alerts for a vehicle or the fleet
- **Activity Summary Report** – a vehicle utilization report showing date and time of vehicle activity, the duration of the activity, the time spent with different sensors on, the travel and stop time, and distance the vehicle traveled while the activity or event was activated.
- **Vehicle Status Report** - report of vehicle groupings in a format to help determine when a vehicle was last active with convenient coding of its activity.
- **Fueling Report** - a snapshot report of an individual vehicle, or the fleets fuel usage, total miles driven, time idling and average mileage during the period
- **Vehicle Information** – a summary report of vehicle in the fleet, diagnostic summary and tell-tale lights, GPS equipment and other sensors status indicators.
- **Vehicle Route History** – a summary of a vehicles activity in report form describing all movements along a route and all stops for a user defined period. A map of these same events can also be printed from the History page.
- **Timesheet Report** – report that frequently replaces vehicle logs, showing the start and end of a workday with total distance, work time, travel time, stop time, number of stops, maximum speed, fuel used and average speed.
- **Percent Completion Report** – a report that provides a percentage completion of work along a predefined route.
- **Frequent Visit Report** – a report that provides a summary of vehicles that are congregating at a site that is not a known landmark (authorized facility), or posted job site.
- **Driver Safety Report** – Custom Report for West Virginia DOT
- **Vehicle Safety Report** – Custom Report for West Virginia DOT
- **Driver History Report** – this report provides a summary of the drivers site visits, all speeding alerts, idling times (and idling alerts) by vehicle.
- **After-Hour Report** – a report which provides a summary of vehicle activity outside of working hours. The report can be organized by Driver, Vehicle or Organization.

2.4 Scheduling Report Delivery

Reports can be scheduled by the system administrator and saved or printed in various formats. Reports can be color coded and saved in MS Excel file format. New reports specific to the needs of the State can be configured by FleetPoint or by the administrator as required.

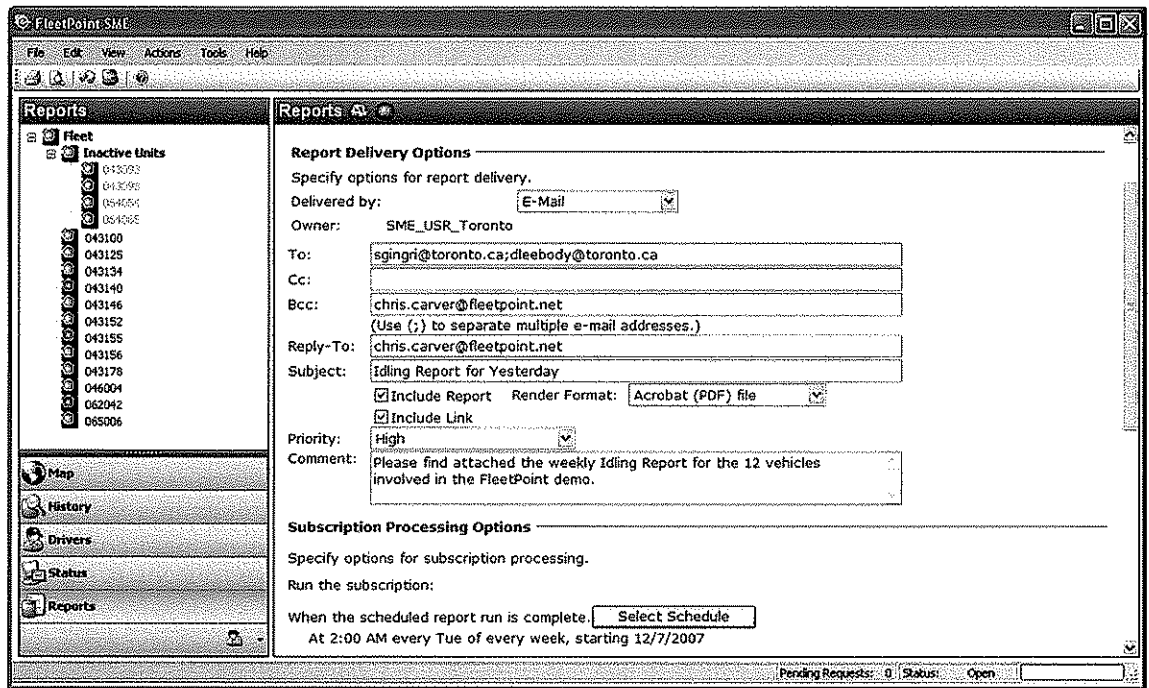


Figure 11: Report Scheduling Tool

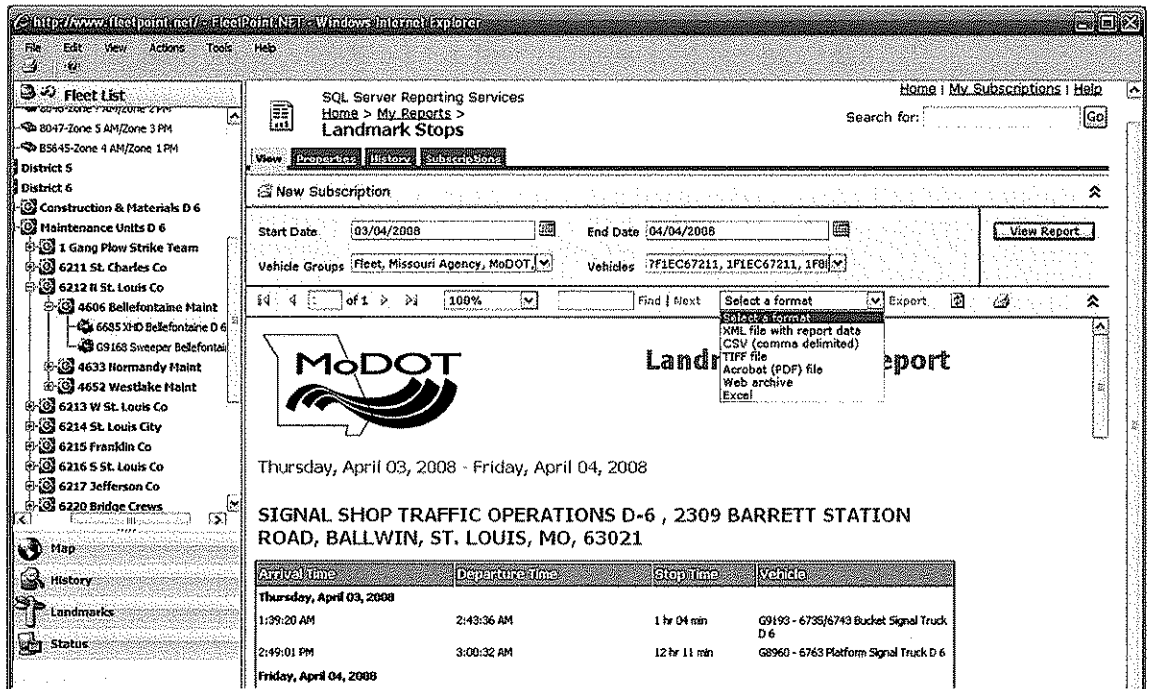


Figure 12: Reports can be printed in several different formats

2.5 Virtual Status Board (vBoard)

The Virtual Status board, or “**vBoard**” provides the State or Municipal customer a single summary display which can be used in an operations center, emergency management or dispatch facility to view the combined history and location of the vehicles in real time. By implementing **vBoard** database extensions there exist a wide array of data sharing opportunities in ArcGIS desktop (using ArcGIS Server) with the native ability to export data directly from the customers locally mirrored SQL database (Microsoft SQL 2008 recommended¹) to the ArcIMS (9.2 and later) database. Most importantly, **vBoard** includes the ability to integrate layers of GIS data from ArcGIS, or weather data directly from Nexrad. The purpose of the vBoard is to allow supervisory personnel to quickly and at a glance answer common questions associated with sanitation, street and road maintenance.

- Where did our crews plow last shift?
- Where are the assets relative to the storm track?
- Which of our primary snow routes were plowed in the last XX hours?
- Where haven't we swept in the last 30 days?
- Which neighborhoods haven't had garbage collection this week?
- Which neighborhoods were picked up last shift?
- Do we have signal trucks in the vicinity of the lightning strike?
- Where do we still need to do gutters?
- Which bridges have been cleared following the last snow event?

The vBoard is an extension of the application (priced separately) that is available for display of the States GIS data and other related data feeds (such as weather) on a large screen monitor, or a desk top display. The same information is available on the smaller screens with this option. The main difference between the **vBoard** plot information and that of the standard FleetPoint interface is the use of the Municipality's own GIS maps of routes and facilities and the ability to integrate a myriad of data sources such as NEXRAD weather data. This helps to both enhance the information display, and in some cases de-clutter the screen, thus making the answers to the above questions very obvious. The most frequently asked of these, and the most rapidly answered, is “what percent complete are we”. The importance of % completion reports cannot be overemphasized as an important benefit of AVL system like FleetPoint.

3. Hardware

To meet the minimum requirements defined in the will require several different variations of the MDU (mobile data unit) for real time GPS reporting. To meet all of the known needs of the public works and AVL products outlined here there are three products required – Mobile Data Terminal (2 options), MDU-01 – Light/Heavy Truck GSM AVL unit and MDU-02 WiFi AVL unit. All three devices have been extensively tested to meet the needs of the municipal and government fleet service. All work with vehicles of MY 2000 and later, with some limited features supported back to MY1998. All units have the full IO capability requested. The MDU-04 includes an Ethernet connection for laptop and other connections. All units have been environmentally tested to SAE J1455 for light and

¹ SQL 2008 pricing is not included here as it was not part of the RFQ; it is assumed that the State of West Virginia has an existing database that can be connected to FleetPoint using a secure VPN to achieve these functions.

medium duty trucks and SAE J1113 for EMI/RFI. The temperature specifications are -22F (-30C) to +158F (+70).

3.1 Mobile Data Terminal (Garmin Nuvi 850)

FleetPoint has developed a two way messaging application that operates on the Speech Recognition Enabled Garmin Nuvi 850. This rugged touch screen Personal Navigation Device combines the best of both worlds serving as an interactive messaging terminal and as a navigator. For the Emergency Services and Snow Operations the device provides valuable turn by turn directions to destinations, route information where other vehicles have already been and a complete messaging capability (up to 128 characters in length). There are over 120 “canned messages” for easier Driver responses. The device includes a Driver login, where desired. The primary advantage of using a Garmin Nuvi as the Mobile Data Terminal is cost (Garmin Nuvi 850 pricing is only slightly more than the MDT-100 below, with considerably more functionality). In addition the reduction in log keeping presents a very significant reduction in paperwork for the State. Customers have consistently documented a 50% or more reduction in time spent on paperwork as a result of implementing Mobile Data Terminals. The use of touch screens and tailored menus simplifies data entry and limits the number of errors, while dramatically increasing the data accuracy due to its real time entry. To further save time the unit displays a list of Stops/Jobs reported to the device in a separate icon called "My Stops". The FleetPoint programmable interfaces allow a fully customizable mobile data terminal for all State departments. The user interface is considered ‘very easy’ to use because of the ability to place up to 26 user labeled tabs on the touch screen and provide audible feedback. For many services the ability to store up to 4G (not included) of data on board the system creates tremendous potential for after incident data recovery (“black box recording”) of both sensor and video data. The Mobile Data Terminal creates all the functionality of a laptop, with an easier user interface, smaller size, lower cost of ownership and simpler administration.

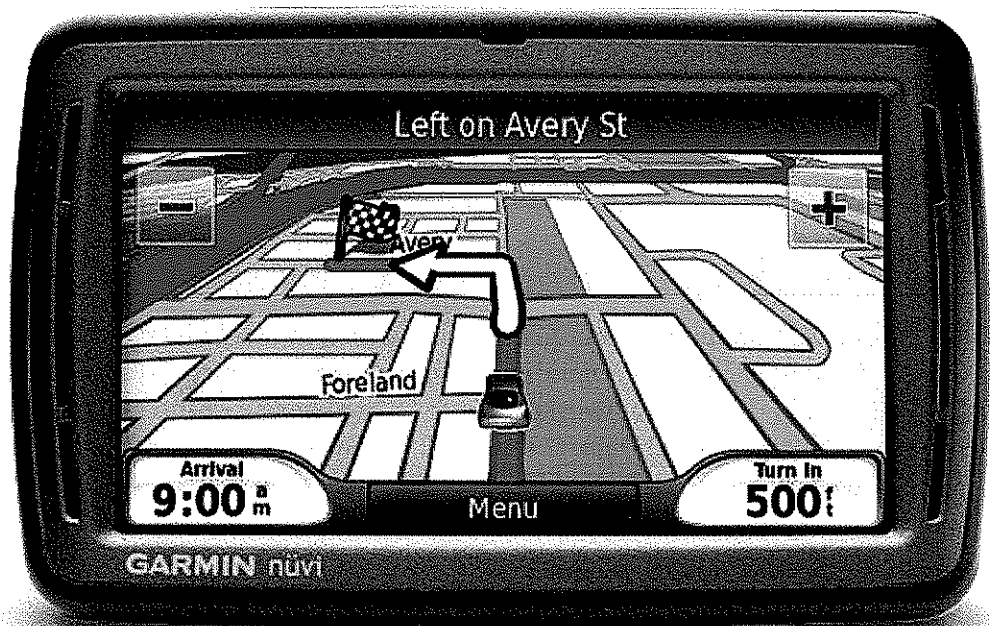


Figure 13: Nuvi 850 Mobile Data Terminal with Navigation & Messaging

GARMIN NUVI 850 MDT Specifications:

- WxHxD: 4.9"W x 3.1"H x .7"D (12.5 x 7.8 x 1.8 cm)
- Display size, WxH: 3.81"W x 2.25"H (9.7 x 5.7 cm); 4.3" diag (10.9 cm)
- Display resolution, WxH: 480 x 272 pixels
- Weight: 6.2 ounces (176 g)
- Battery: removable, rechargeable lithium-ion
- Battery life: up to 4 hours

3.2 MDT-100 Mobile Data Terminal

For simple messaging applications, driver ID entry and recording product applications, asset status reports and other field reports FleetPoint has integrated the Micronet M100 mobile display units shown in Figure 14. This display includes the option to have the driver enter an ID, or use the Driver ID keys shown in Section 3.5. The M100 offers a 4 line display with a very simple messaging interface for quickly sending and queuing messages. There as an option to interlock the device to the vehicle so that it can not be used when the vehicle is in motion.

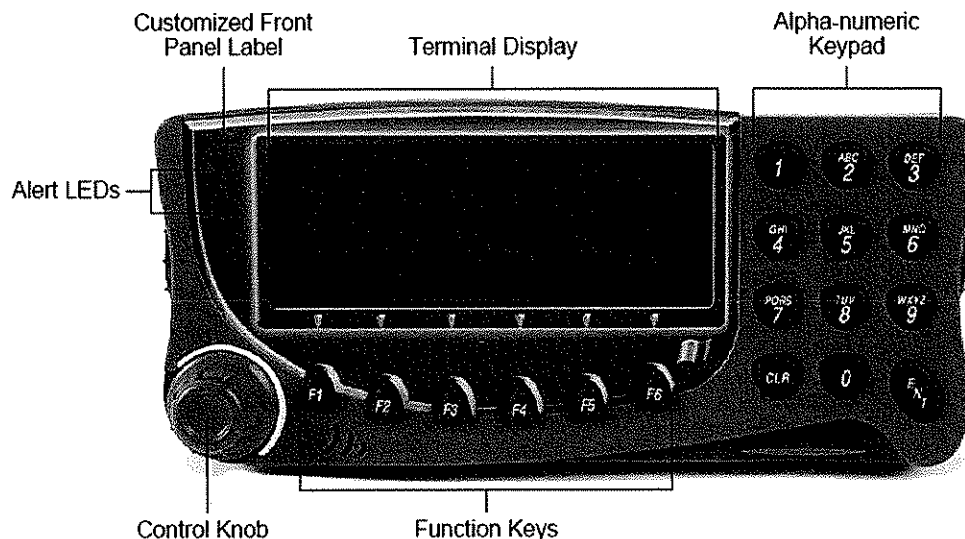


Figure 14: Vehicle Data Terminal (MDT-100) for text messaging and service reporting

Highly durable, the MDT-100 is built to withstand rigorous environmental operating conditions (IP 54). The display is easily scrolled with the control knob and the messaging is both quick and intuitive. The function keys allow the selection of pre-programmed messages and driver logins.

Driver ID key can be included as a \$45 upgrade to this MDT (See Section 3.5 for details).

3.3 MDU – Heavy Truck and Heavy Equipment Solution (J1708/J1939)

The MDU provides the full capability required for all State vehicles. Our systems have been extensively used for Street Sweepers and Snow Plows and the array of data sensors on these vehicles. Snow Spreader controllers that we have interfaced to:

- Bosch/ Compuspread (CS-230, 440)
- Force America (5100)
- Component Tech. (GL-400, LA-700)
- Dickey John (Control Point)

- Epoke
- Accucast
- Cirus
- ACE
- Schmidt-Stratos

FleetPoint provides some of the industry's most comprehensive Road Maintenance and Street operations reports. We also offer the ability to view this data on Virtual Grease board, see vBoard Section 2.5 with color coded lines that help road maintenance supervisors easily determine how much product has been deposited on any section of road, or comparatively how much product is being used on different sections of road. When combined with the fuel utilization information read directly from the vehicle this greatly aids in managing the cost per lane mile of any operation.

The MDU comes with a full J1708/J1939/J1850/OBD-II interface to extract the following information (if available):

- VIN
- Fuel level and usage
- Odometer
- Tachometer (engine RPM)
- Speedometer (actual vehicle speed, and GPS speed)
- Park/Drive indication (note: not available in all vehicles)
- Diagnostic Codes
- PRNDL (Park, Reverse and Drive) indication
- PTO speed (RPM)
- Voltage (electrical system)
- Transmission temperature (some trucks)
- Coolant temperature

Heavy Trucks Only:

- Engine oil pressure
- Engine hours
- Hydraulic oil temperature
- Fuel consumption per unit area
- Intelligent Power Management



Figure 15: Missouri DOT heavy truck with FP101D (J1708 interface) installed

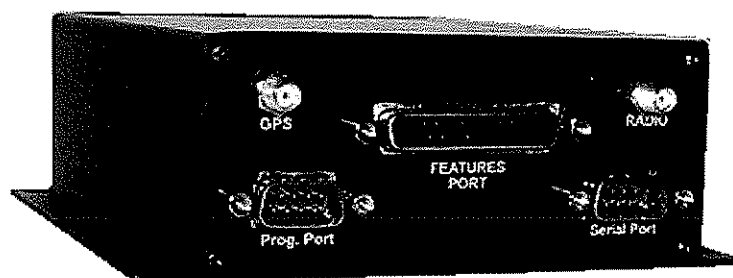


Figure 16: FleetPoint MDU

The MDU comes in 5 different options (see individual part numbers in Section 6):

- GPS and Wide Area data network (GPRS/EDGE)
- GPS and Wide Area data network (CDMA)

OPTIONAL MDU configurations:

- GPS and LAN/WAN (Wi-Fi and HSDPA)
- GPS and WAN with Ethernet for laptop or MDT (HSDPA)



Figure 17: Medium Duty Ford trucks with MDU (J1850 interface) installed; MoDOT vehicle on the right has a flow sensor to report quantity and type of herbicide.

The vehicle diagnostic Electronics Control Module (ECM) interface [OPTIONAL] for this product dramatically simplifies installation on light and medium size trucks. Installation for these vehicles can be done by FleetPoint, or by the fleet maintenance staff – there is a single port plug in that requires little to no training. When the device is installed in a vehicle it detects the vehicle type, VIN, engine RPM, fuel level, odometer, plus diagnostic information from the vehicle network (DTCs). The vehicle bus types that are covered by the Vehicle Interface Module (VIM) are J1850 (VPW), GM Class 2, J1850 PWM and Ford SCP, K-Line (ISO 14230), ISO 9141 and CAN-Low Speed. The MDU can be moved from vehicle to vehicle without any additional configuration required on the backend; the system will automatically detect the change in VIN number. The device will also report tampering.

3.4 Driver Alert Switch

A Driver Alert sensor is recommended for all hardware installations (with or without Mobile Data terminals). It is used to be used to alert the fleet office or a designated individual (group of individuals) via email, or cell phone. This Driver Alert Switch can be utilized by fleets to alert the fleet office to a variety of events:

- Work alone timer – requires a reset by the worker every 30 minutes
- Breakdown alert (vehicle is not running or in dangerous operating condition)
- Security alert (driver in dangerous situation)



Figure 18: Driver Alert Switch

When the Driver Alert Switch is enabled the device reporting interval increases to 10 seconds. This ensures that continuous position data is available from the vehicle. FleetPoint reserves the right to bill the customer for use of Driver Alert Switch for greater than a 4 hour interval at a rate of \$25 per event.

3.5 Driver ID Tag reader (OPTION)

The Driver ID tags are shown below, these tags are provided to each employee. Prior to moving a vehicle the user must place the ID tag on the round button. If the vehicle is started (as determined by engine RPM) and the ID tag has not been inserted then a audible alarm starts and the RED LED on the button draws the drivers attention to the fact that their Driver ID tag must be used to silence the alarm.

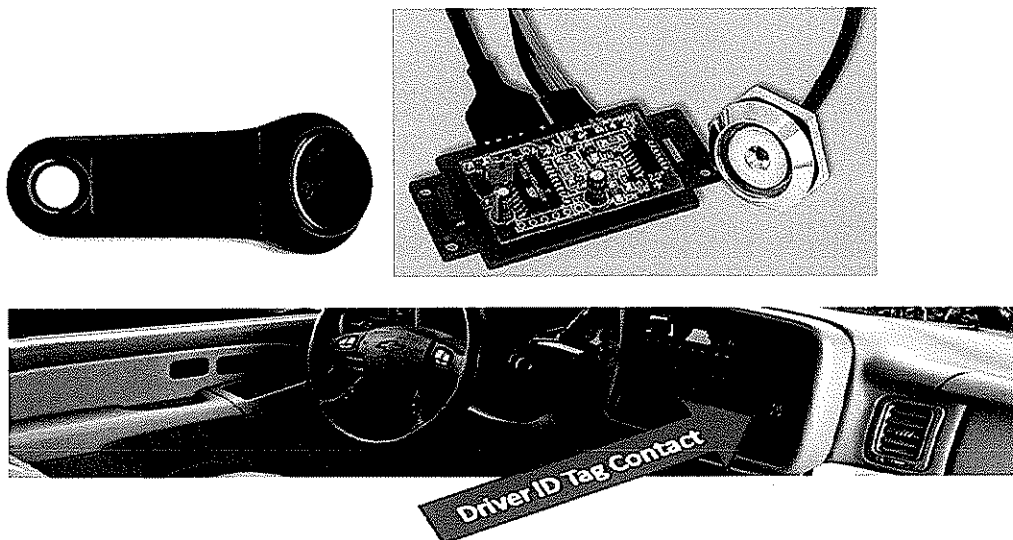


Figure 19: Driver ID tags for FleetPoint system with LED alerting Contact Reader

NOTE: that this Key ring Driver ID tag can be used with the MDT-100 without the additional key reader.

3.6 Hardware Warranty

Warranty on all hardware is 1 year. A three year warranty (purchasing two additional years) has been included in the pricing, if desired.

4. Product Support

4.1 Post Sale Support

FleetPoint Customer Service hours are 6:00am to 6pm PST. After hours support is available 24/7 for a flat fee of \$25 per event. To reach after-hour support the State of West Virginia will call the FleetPoint 800 number and select option 8 for “Emergency Support Services”. In most cases the call will be transferred directly to an engineer.

FleetPoint is prepared to offer post sale support and warranty’s its equipment for 1 year from the date of installation, with an option to purchase an extension for up to 2 years. Any equipment failures in the first year will be replaced at no cost to State of West Virginia. Software upgrades are also provided free of charge for the first year. Detailed Warranty schedules are available on request.

The recommended replacement schedule for major components:

- MDT and MDU – 5 year service life (see user manual)
- Antenna – 7 year service life

4.2 Report Creation or Customization

Most reports can be customized by the State of West Virginia provided the IT department has been trained in the use of Microsoft Reporting Services. Custom report writing is available for \$95 per hour. A typical report development will require 8-16 hours. The basic system will be delivered with 2 custom reports included (see description of Driver and Vehicle Safety Reports).

4.3 Training Plan

The FleetPoint product requires very little training due to its intuitive interface. The product shares the look and feel of Microsoft Outlook Web Access which it makes it very easy for a new user to learn. As part of this proposal FleetPoint will provide 1 day of training for the “trainers”. The philosophy behind our manuals and training is to “train the trainers”. The initial day of training has been quoted with this submittal at \$950. Further training is available to each user on the secure website. The users after completing an introduction are then free to conduct self-paced training from the website. This approach has the added benefit of allowing employees to do refresher training on individual modules without having to sit through the entire training again.

On sight support and training is conducted online unless a local visit is arranged through our project office in Roanoke, Virginia.

4.4 Quality Assurance Plan

FleetPoint will dedicate one individual to the routine auditing and confirmation of the State of West Virginia data reports. These reports will be audited on a weekly basis until the audits have shown them to be at least 99% accurate. The weekly audits will be replaced by a quarterly audit once the above accuracy is achieved.

4.5 Data Backups

The FleetPoint solution includes data back-ups everyday with 1 year of data kept on line at all times. Up to 5 years of data is maintained on the network. Longer term data storage will be the responsibility of the State; see pricing for annual data backup disk creation.

4.6 Project Personnel

Chris Carver – Project Manager

Chris has worked extensively with several state DOT's including MoDOT and Penn DOT to optimize coverage for their DOT vehicles. Chris is a Director of Product Development at FleetPoint and leads the company's DOT and Public Works initiatives. He has over 20 years experience with radio and GPS systems including highway GPS data collection receiver design, GPS asset management tools, GPS based road weather information systems and in vehicle applications including the Hertz/Magellan Never-Lost™ system. He most recently delivered the company's integration of GPS with meter level accuracy and inertial sensors for a major transit agency whose buses often operate underground.

Chris was previously VP of Product Management at CSI Wireless. From 1990 to 1997 Chris held several different product management roles at Magellan Systems, Prior to Magellan Systems Chris served in the United States Navy Submarine Service, he was the commissioning Navigator of USS West Virginia (SSBN-736) and the first to use GPS at sea aboard a US submarine. Chris holds an MBA from University of Pittsburgh, a Masters in Control Systems Engineering from Cornell University and a BS in Physics and a BE in Marine Engineering from NY Maritime College.

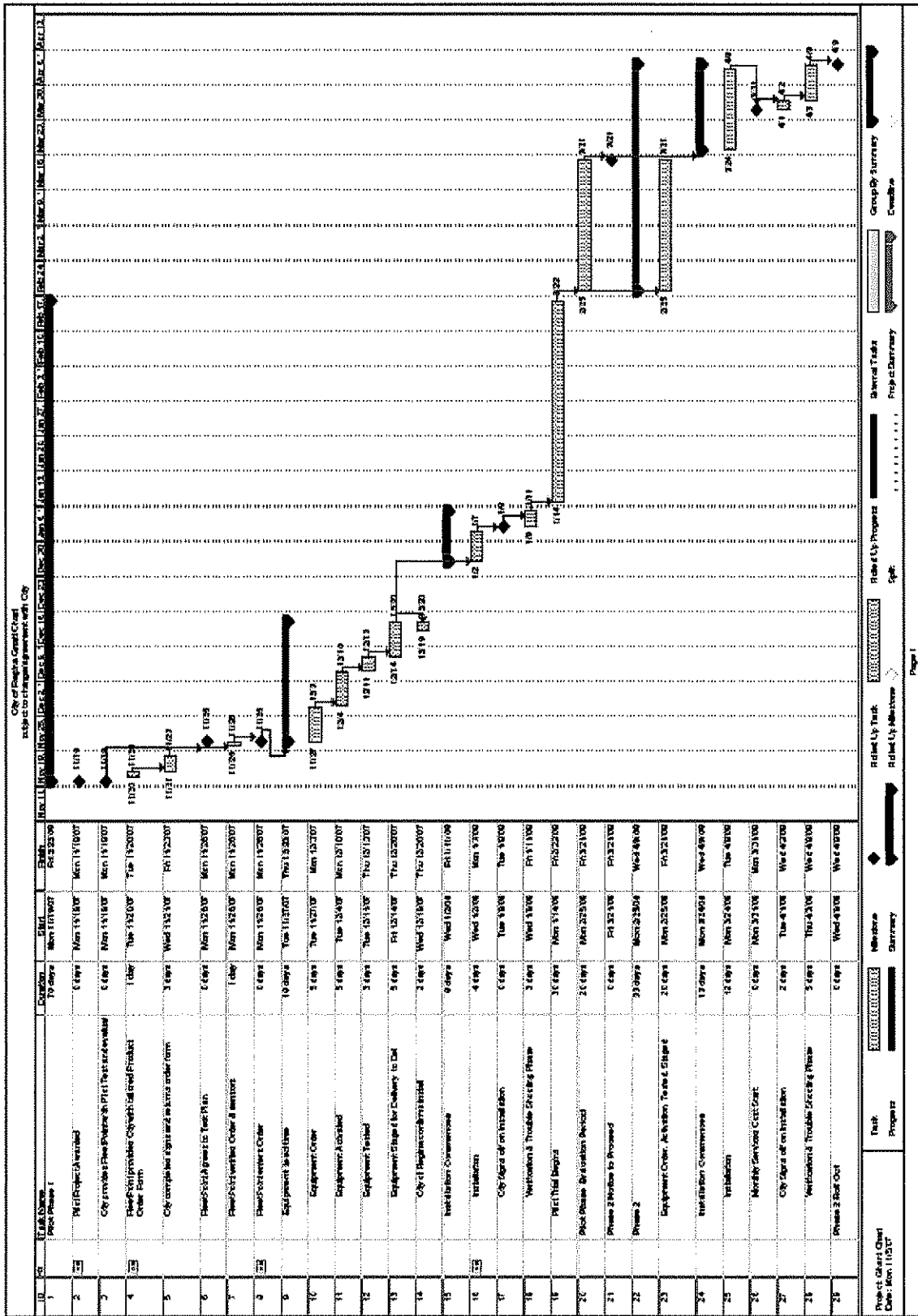
He will be located on site or in FleetPoint's Roanoke, VA office for the initial phase of this contract.

Installer/Support Technician

FleetPoint's technician Robert Welch, located in Roanoke, Virginia will complete the installations. Bob has over 4 years of field experience. Bob will be the primary support individual for field issues in West Virginia and from his location he can ensure service to all 10 Districts within 8 hours.

4.7 Product Delivery Plan

FleetPoint is prepared to begin installation within 30 days of contract award. The installations will be scheduled sequentially. The installers will work 2 shifts, if required, to complete the installations in timely and professional manner. The installers will coordinate with the DOT Project Manager to coordinate installs at least two weeks in advance of the actual event. During the installation process a driver (or two) will be required to be on hand to move DOT vehicles. A detailed plan similar to the one shown on the next page will be submitted within 10 days of Notice to Proceed.



5. Product Pricing

The following pricing is FOB Charleston, West Virginia and is valid until 12/31/2009.

<i>Product Number</i>	<i>Description</i>	<i>Pricing</i>
MDU-01 GSM 20108(GSM)	GSM/GPS Mobile Data Unit with covert tri-band antenna; harness and Driver Alert Switch	\$495
MDU-01 CDMA 20108(CDMA)	GSM/GPS Mobile Data Unit with covert tri-band antenna; harness and Driver Alert Switch	\$559
MDU-dual mode 20208 (GSM/LAN)	GPS/WiFi/GSM Mobile Data Unit with quad band antenna; harness and Driver Alert Switch	\$799
MDU-HSDPA 20210	GPS/HSDPA with Ethernet & Voice with covert tri-band antenna; harness and Driver Alert Switch	\$799
MDT-200 30021	Garmin Nuvi 850 with FleetPoint messaging software upgrade	\$589
MDT 30020	MDT-100 - Mobile Data Terminal with cables and fuse harness [add \$45 upgrade to include Driver ID Key tag reader]	\$295
DriverID reader 30120	Driver ID key reader NOTE: Driver ID can be entered on the keypad thru the MDT	\$135
DriverID Key 30125	Spare Driver ID keys	\$4.90
400-44206 30003	NMEA4 mounting enclosure (recommended for heavy trucks) Basic installation and activation per vehicle (see individual sensors below for additional fees). Travel & per diem not included.	\$32 \$105

<i>Product Number</i>	<i>Product Description (Van and Truck sensors)</i>	<i>Installed Price</i>
5002	Engine diagnostic interface J1708/J1939– Medium & Heavy Trucks - required to obtain VIN number and actual odometer readings	\$254
5001	Engine diagnostic interface J1850/CAN– Cars/Vans/Light Trucks - required to obtain VIN number and actual odometer readings	\$254
70012	Hydraulic Sensors (plows up/down, mowers, etc.) with harness	\$185
70101	Light Bar interface (detect mode of light bar)	\$85

<i>Product Number</i>	<i>Software and Monthly Service</i>	<i>Price</i>
40101	Monthly hosting and airtime service (1 minute reporting)	\$22.95
40105	For vehicles which operate >40 hours per week	\$28.95
40000	Device Provisioning *15% discount for simultaneously provisioning 100 units or more.	\$40*
50001	Training day (per session)	\$990
	"Birds-Eye View" OPTIONAL (see Figure 6)	\$7,000 per year
50003	vBoard - OPTIONAL	\$5,500 per year
30002	Annual Data backup pricing. CD backup of all customer data sent annually. (Shipping not included, shipping method to be determined by the customer)	\$370

6. Requirements Compliance

Specification Compliance AVL Application Requirements:	<i>Compliance (Equal & Exceeds, Meets or Non-compliant)</i>
1. Web & Client Based application accessible through the internet.	Equal & Exceeds. FleetPoint offers both a fully web based option, and a locally client version. Both are available with each vehicle subscription. The client can be downloaded directly from FleetPoint's website. The web version does not require a local download only a web browser such as Internet Explorer Version 6.0 or later.
2. Unlimited and Secure User Access	Meets. The FleetPoint access provides individual user credentials for all users and secure access for each. There is unlimited access for all users. The system will operate with up to 500 simultaneous users with no degradation in the account performance. Exceeding this number of simultaneous users can cause degradations in performance; to prevent this users are logged off after 30 minutes of inactivity – unless they specifically check a box that prevents the logoff feature from deactivating them, this is essential for some user roles such as dispatchers.
3. Quarterly Map Updates.	Exceeds. The mapping is updated every other month, and sometimes 2x per quarter. If the State elects to use it's own map layers from it's GIS server the updates are as frequent as they are published by WVDOT.
4. Links to aerial imagery for vehicle events	Equal & Exceeds. Microsoft Virtual Earth includes both aerial imagery and "Bird's Eye" view. The Aerial imagery is available to all clients, the Birds Eye View (see Figure 6) is an option.
5. Ability to display current weather conditions including Doppler Weather Radar	Meets. The system includes the option to integrate Doppler Weather Data (NEXRAD) into a real time display of road maintenance activity. See description of vBoard (Section 2.5 for details). This feature requires the purchase of the vBoard upgrade to the standard FleetPoint offering (see Pricing).

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| 6. Two-way messaging | Equal & Exceeds. FleetPoint offers 2 different mobile messaging options for State DOT operations. The two options are (1) a simple 4 line text display and (2) a touch screen display which includes full Navigation features. See Section 3.1 and 3.2 for additional details. |
| 7. Thousands of locations entered, organized and mapped. | Equal & Exceeds. The FleetPoint system offers not only the ability to enter and map thousands of landmarks, it also includes the ability to share hundreds of thousands of mapped points of interest from Navteq between the mapping application and the in vehicle mobile data terminal. |
| 8. Alerts through email, pagers and text phones. | Meets The devices supported for Alerts are any device capable of receiving a text message or email. FleetPoint has fully integrated support for Pagers that allows easy configuration of ReFlex acknowledgement to messages. On mobile phones there is also a simple one-key response to acknowledge messages on most phones. With an ability to know when messages have been delivered the application can provide supervisors with feedback on the status of all Alerts in real time.

<u>With OPTIONAL ECM interface:</u> The maintenance exceptions are sent to Fleet personnel while road maintenance exceptions are sent to the Streets or Roads personnel. Note that because FleetPoint tracks transmission state there are three idle timers – one for time spent in park, one for time in park with PTO operating and engine RPM greater than a defined setpoint and one for total idle time with the engine in or out of gear (no motion). |
| 9. Ability to use multiple cellular carriers | Meets. The devices operate on either a CDMA (Sprint or Verizon) or GSM (T-Mobile or AT&T) networks. The FleetPoint solution offers the State DOT the option to select either technology for the same price. |
| 10. Minimum of 1 minute breadcrumb trail for asset movement. | Equal & Exceeds. The FleetPoint system reports location at a minimum of once per minute while the vehicle is in motion, however it reports much more frequently under most situations. Whenever a sensor is active, such as when the the plow is down the vehicle will report as frequently as every 10 seconds depending on the rate of speed and rate of heading change. See Section 1 for detailed explanation of increments. |
| 11. Route Playback | Meets. The application has a route play-back feature that allows for complete historical replay of all events by individual vehicle, or group. The feature is explained in Section 2 (see item #4). |

12. On demand asset polling (no extra charge for pinging)	Equal & Exceeds. The devices are constantly connected to the network when they are in motion and therefore can be polled on demand. The response time is <18 seconds on most areas of the network. There is not additional charge for the extra messages and there is no incremental polling required in most situations because the devices will report every time a sensor changes status, or the vehicle turns or at a maximum every 1 minute.
13. Unlimited Users	Meets. The system allows for an unlimited number of users. As a practical matter when more than 500 users are logged in simultaneously there is an effect on the system performance. More than 500 simultaneous users are not recommended over a single internet connection regardless of it's capacity. If more than 500 <u>simultaneous</u> users are anticipated it is recommended that the State DOT consider installation of a specially configured server inside their firewall to route the requests in the most efficient manner (pricing available on request).
14. Ability to create geographical sites and geo-fencing.	Equal & Exceeds. The system provides an ability to define geo-fences and geo-political boundaries. The geo-fence surrounds a point, the geo-political boundary defines an area such as a county (<u>all 55 counties are automatically included</u>), a DOT District or the state boundary. In addition "routes" can be created to define activity along a major interstate, or on a group of state roads. This ability to track activity along a known corridor allows the system to provide very detailed route completion reports and cycle times for winter snow operations, summer mowing, etc.
15. Geo-fence Home Sites	Meets. The system allows for up to 200 geo-fenced locations that can used to manage DOT facilities, common work sites and numerous other locations. The geo-fences can be expanded to 1,000 on request, this increases the monthly hosting by \$.50 per month.
16. Ability to download asset positions and events into Excel.	Meets. Both the reports and the history pages can be downloaded into Excel.
17. Job Site import – assign jobsite by vehicle/Group & Fleet	Meets. FleetPoint allows the importation of jobsites by address and makes it possible to assign them to select vehicles, or all vehicles. The assignments can be organized by vehicle type, organization, county, DOT facility, vehicle status or any number of parameters that could be identified by the Administrator when setting up the fleet list.

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| 18. Configurable Speeding and Stop threshold | Equal & Exceeds. FleetPoint offers a number of methods for configuring thresholds. There are some basic ones for every fleet covering stop time, speed and idle times but in addition it is possible for the Fleet Administrator to use the wizard to customize the thresholds to capture business rules as complex as “stops >15 minutes, from 7am to 3pm, in Fayette County, with a non-supervisory driver logged in, when PTO is not in use”. |
| 19. Ability to Create Asset Groups and sub-organizations | Equal & Exceeds. In addition to creating groups and sub-organizations within the Fleet List the FleetPoint application has the ability to sort (re-group) by vehicle type, organization, usage, DOT codes and numerous other means. Examples of the Fleet List are shown in Figure 11, these sub-groups can be up to 5 deep. |
| 20. Ability to search for assets based on proximity to (other assets, job sites, home sites and addresses) | Meets. The application allows the user to search for the vehicles nearest to any known site (job or home) under landmarks, and/or look up an address and find the nearest assets to that location, or select an asset and create a list of other assets that are close by. |
| 21. Ability to display and report on Asset Congregation | Meets. FleetPoint has a report for this called Frequent Visit Report, this report displays and reports on vehicles which are congregating at a site that is other than a known job site or home site. Common sites like job sites can be added to the Frequent Visit report, and vehicles sorted out that are not in a particular organization or group. |
| 22. Data Logging supports message and event storage for up to one week while the device is out of coverage. | Equal & Exceeds. The device stores up to 10 days worth of data (messages, sensor data and positions) when outside of coverage. This capability can be expanded up to 32G (effectively 10 years of data) if desired. The cost of this additional memory capability is \$185 per device. Lesser quantities are available by request. |
| 23. In vehicle hardware must store and forward positions when outside the coverage of a wireless network | Meets. As stated above the system will queue and transmit up to 10 days worth of data in its basic configuration (no additional memory). |
| 24. Real Time speeding alerts | Meets. The system will transmit speeding alerts within 18 secs on any persistent speeding event over the threshold. A persistent event is defined by default as >15secs. This threshold can be adjusted for each vehicle, or for the whole account (recommended) by the Fleet Administrator. Up to 50 users can be configured to receive the email or text notification. (see #18 above for additional details) |

25. Real Time Off-Hour usage alerts	<p>Meets. The system allows the fleet vehicles to be set with individual, group or fleet wide working hours (and holiday schedules). The hours automatically adjust for Day Light Savings time. The working hours can be set for the vehicle OR for the driver. Two drivers in the same vehicle may have different “off-hour” profiles and alerts.</p> <p>There is the option to add an audible alert within the vehicle to announce to the driver that they are operating out of hours, over a speed limit or outside of defined geographic area.</p>
26. Ability to support Driver Identification and Vehicle identification	<p>Meets. The Driver ID is accomplished by 2 methods – the DOT has an option here. Method 1: Driver ID tags as described in Section 3.5 or Method 2: by entry of Driver ID into the MDT (mobile data terminal).</p> <p>Vehicle ID is established at installation. When the ECM interface is installed, the FleetPoint system identifies vehicles by VIN number. This information is constantly checked and if the device is tampered with (moved) it will alert because the VIN no longer matches the profile.</p>
27. All data must be stored in the vendor’s data center for a period of 12 months	<p>Equal & Exceeds. The data is stored online for 12 months and as a backup file for 5 years. A copy of the data can be shipped to the DOT on an annual basis for additional security.</p>
28. Vendor must utilize at least one redundant data center for backup processing and data security.	<p>Meets. In addition to data storage and backup at it’s primary interFleet NOC FleetPoint data is also stored in Seattle at a secondary operations centered hosted in a secure facility in the Westin Building with data from such web service providers as Amazon and Microsoft.</p>
29. Option to download data in MS SQL Database	<p>Meets. The option to download and store data for local access by GIS applications and other queries/applications is included in this proposal (see Section 1.4). Note: the cost of the additional SQL data base is not quoted.</p>
30. Driver initiated emergency button must trigger email alerts to multiple recipients	<p>Equal & Exceeds. The Driver Alert switch described in Section 3.4 and shown in figure 18 sends emails to up to 50 individuals and provides a ‘pop-up’ on the vBoard to alert dispatch to an emergency condition. The pop-up will automatically clear once the email has been acknowledged. In addition to providing the emergency function this switch can also be used to provide work alone protection through a count down timer which reminds the driver to reset it every 30 minutes.</p>

Specification Compliance		<i>Compliance (Equal & Exceeds, Meets or Non-compliant)</i>
Fleet Requirements:	Productivity Reporting	
1. Run ranking report for safety, measuring acceleration exerted on the vehicle during various maneuvers such as turns, starts, stops and speeds.		Meets. FleetPoint offers a wide variety of vehicle reports and will create a customized "Vehicle Safety" report for WV DOT as part of the initial delivery (within 10 working days of installation of the first hardware units).
2. Report driver safety scores for each individual driver as a composite score based on factors including turns, speed, stops and starts.		Meets. FleetPoint offers a wide variety of vehicle reports and will create a customized "Driver Safety" report for WV DOT as part of the initial delivery (within 10 working days of installation of the first hardware units).
3. Stop reports with speed and duration thresholds		Meets. The standard Stop report includes the speed and duration data. The # of speeding alerts and duration threshold alerts is also included in this report.
4. Idle Time reporting		Equal & Exceeds. Idle time reporting is provided as a graph of groups, a drill down report for individual vehicles and as a detailed report by driver. The graphs are ideal for providing group feedback without singling out individuals or individual vehicles.
5. Capture duration of time to detect entry and exit of sites		Meets. The "visit" report provides the information requested for all site visits.
6. Track mileage on engine and run time hours		Meets. All mileage for vehicles MY 2000 and later will be tracked directly from the odometer. For vehicles which report engine hours (medium to heavy trucks) this information will also be tracked directly from the ECM. For pre-MY2000 vehicles and where odometer information is not available directly from the odometer the vehicle mileage will be computed by GPS and initialized during installation.

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| 7. All inclusive activity reporting | Meets. The FleetPoint Activity report tracks engine hours and mileage when the vehicle is working and when it's commuting. The report includes a distinction between engine hours accumulated while idling for no known reason and idling associated with an event. This information is gathered from the vehicle sensors and the ECM. The ability to detect when the vehicle is in Drive and Park makes this report even more valuable for some activity analysis. |
| 8. Run reports for multiple drivers simultaneously | Meets. The system can run simultaneous reports for any of the 20 base reports listed in Section 2.3 |
| 9. Speeding reports containing speed and duration thresholds | Meets. In the standard reports the Mileage summary reports includes all speeding and idling alerts for a vehicle. The Alert Summary provides a complete list of all alerts sent to users for each vehicle. Also see 18 & 24 above. The Driver Activity report lists all alerts and mileage by driver. |
| 10. Visitation Reports | Meets. The visit report summarizes the site visit times and idling data. The Frequent Visit report also reports congestion at a location. |
| 11. Event reporting including ignition ON, ignition OFF, enter geo-site, exit geo-site, start moving, stop moving and speeding information. | Meets. The Event Report allows WV DOT to customize a report for all this data and much more. The history screen also allows for an Excel file export of the raw data. |
| 12. Non-Work Hour asset activity reporting | Meets. The After Hours report provides a summary of activity after hours (non-work hours) by vehicle, driver and/or organization. Drivers can be set to have different working hours for different vehicles and vehicles can have different working hours for different drivers. |
| 13. User defined upcoming vehicle maintenance reporting | Equal & Exceeds. The vehicle maintenance report not only includes the user defined maintenance but it also includes all diagnostic codes reported by the vehicle. Alerts are sent to Fleet Managers to help them detect when a vehicle is in need of service or has a Driver Information Message (DIM) light ON. |
| 14. Driver Hours and mileage report | Equal & Exceeds. This report will be formatted to match existing manual mileage reports and allow the drivers to sign the report when required by procedure or policy. This report includes all vehicle information associated with the Drivers activity including fueling events. |

15. Work/Home site by site and by vehicle	Meets. The Visit report includes a complete report of work and home locations by vehicle and by driver.
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Specification Compliance	<i>Compliance (Equal & Exceeds, Meets or Non-compliant)</i>
Environmental Specifications:	
TEMPERATURE: 1. Normal Operations -30°C to 60°C 2. Non-Operations -40°C to 85°C 3. Humidity 5% to 95% RH, non condensing	Equal & Exceeds. Normal Operations -30°C to 85°C Non-Operations -40°C to 85°C Humidity <95% RH, non condensing @ 40°C
VIBRATION: 1. 0.008g ² /Hz 5Hz to 20Hz 2. +3dB/Octave 5Hz to 20Hz 3. 0.05g ² /Hz 20Hz to 100Hz 4. -3dB/Octave 100Hz to 900Hz 5. 0.001g ² /Hz 800Hz to 1000Hz	Equal & Exceeds 4g peak, 5 to 150 Hz 4g peak, 100 to 1100 Hz
SHOCK: 40g for 11 milliseconds Non-Operational: 75g for 6ms Vehicle Transients. ETS 301 489-1; Section 9.6	Meets

Specification Compliance	<i>Compliance (Equal & Exceeds, Meets or Non-compliant)</i>
Physical Specifications	
Assembly: Top: injected molded plastic Base: Aluminum Size: 8.97"Wx4.67"Dx1.42"H Weight: 1lb. 1.1oz.	Equal & Exceeds (smaller and more rugged) Entire enclosure is Aluminum Size: 6.25"Wx4.25"Dx1.82"H Weight: 1 lb. 4oz
Connectors: IVD Port – DB-9 receptacle Serial Port: EIA-232/RJ45 Power & Discrete: IO Modlex Micro-Fit 16pin Locking SIM carrier Antenna – GPS – SMA/GPRS - TNC	Equal & Exceeds – sealed connectors. Entire assembly sealed in NMEA4 enclosure 2 Serial Port: EIA-232 Power: sealed CNC connector Discrete: 25 pin DB-25 Locking SIM carrier Antenna – GPS – SMA/GPRS - SMA

<p>GPS Specifications: 8 Channel Continuous tracking receiver Update rate – 1 per second Position - < 10m (50% CEP) Velocity <.5m/s Acquisition: Cold Start <180 seconds Warm Start <45 seconds Reacquisition < 2 secs (90%) Datum: WGS-84</p>	<p>Equal & Exceeds: 50 Channels GPS L1 frequency, C/A Code Max Navigation Update Rate 4 times per sec Autonomous Position < 2.5 m (50% CEP) Velocity Accuracy ~ 0.1m/s Acquisition: Cold Start (Autonomous) 29 s Warm Start (Autonomous) 29 s Hot Start (Autonomous) <1 s Tracking & Navigation -160 dBm Sensitivity Acquisition -160 dBm Cold Start (Autonomous) -144 dBm Heading Accuracy < 0.5 degrees Dynamics ≤ 4 g Operational Limits Velocity 600 m/s</p>
<p>GPRS Specification: GSM/GPRS Module Multislot Class 12 Quad Band 850/900/1800/190 SIM – 3V Regulatory – FCC and PTCRB</p>	<p>Datum: WGS-84 Equal & Exceeds: GPRS/EDGE (or 1XRTT) GRPS/EDGE Multi-slot class 10 (4 Down; 2 Up; 5 Total) Quad Band 850/900/1800/1900 SIM – 3V Regulatory: FCC, IC, CCC FTA, PTCRB R&TTE GCF EMC QS9000 manufacturing RoHS/WEEE</p>

Specification Compliance	<i>Compliance (Equal & Exceeds, Meets or Non-compliant)</i>
Integration	
<p>SQL Data feed from Vendor’s Data Center allowing for customized reporting, including trend analysis. MSMQ messaging capability</p>	<p>Meets. See Section 2.5</p>
<p>Hardware Components: Vehicle Display (IVD) and OnBoard Black Box (OBBB) Input Voltage 9-32V</p>	<p>Equal & Exceeds. Uses MSMQ and over the air message protocols for remote configurability of canned messages.</p> <p>Meets: Onboard Black Box and Display (see Section 3) Input voltage 9-36V</p>

<p>Power Consumption: Transmitting with IVD: 340mA Transmitting without IVD 270mA Not transmitting with IVD 160mA Not transmitting sleep mode <10mA</p> <p>Inputs: 4 switch closures Ignition Sense (Off) <.8V Ignition Sense (On) >2.4V Pulse Counting inputs (3) minimum pulse 500us Discrete Outputs (3) 200mA low side drivers Sensor Power outputs: (1) 150mA @ 11.8V ±1.0V</p> <p>Message Formats – MSMQ Status LED – GPS (green)/GPRS (amber)</p>	<p>Equal & Exceeds: Transmitting with MDT: 290mA Transmitting without MDT: 245 mA Not transmitting with IVD: 160mA Not transmitting sleep mode: 55uA (<1mA)</p> <p>Inputs (25 pins): 4 - switch closures (active low) 4 - 12V high (one ignition) 4 - Pulse Counting inputs (4) 4 – Discrete outputs 2 – Sensor outputs 2 – Analog inputs 1 - Gnd</p> <p>2 Serial Ports</p> <p>Messaging Format – MSMQ Status LED – GPS (green)/GPRS (green)/ Power (red)</p>
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7. Corporate Overview

FleetPoint is a product of InterFleet. InterFleet Inc.'s headquarters is located in New York and is a US subsidiary of Grey Island Systems International Inc. (Grey Island) (TSX: GIS). InterFleet® is North America's first and original real-time Internet-based GPS/AVL solution provider.

Our flagship product, InterFleet®, was launched commercially in 1998 tracking ambulances. Since the beginning, InterFleet® provides a live screen displaying vehicle activity at increments of any distance or time of travel. Reporting can be as frequent as one second reporting.

Public sector fleets have been the primary focus for InterFleet® and FleetPoint, resulting in these products capturing a dominant share of the market for GPS/AVL related solutions for government fleet operations in the US and Canada. The company has developed a number of targeted applications that go far beyond a simple web-based tracking. In addition to specialized applications targeted to public works, waste management, and transit agencies, InterFleet Inc. pioneered public information web site displays of live GPS/AVL data with www.whereismybus.com in 1999 and www.whereismysnowplow.com in 2001.

The California-based NextBus® Information Systems division of Grey Island provides real-time web-delivery of Transit information. NextBus® real-time passenger information system is the original solution that defines the product category. With over 40 implementations across the US, the NextBus® solution has been dedicated to providing high quality, reliable, real-time transportation information with its patented predictive software and flexible variety of sign display formats. In terms of influencing ridership, real-time passenger information has the greatest potential for improving customer service and providing more control over the transit riding experience.

InterFleet Inc.'s Industry Firsts:

- North America's first real-time Internet/Intranet-based GPS/AVL - tracking ambulances since '98
- First web-based GPS/AVL for PW – Q4'99
- First public web-sites showing real-time locations of transit vehicles (whereismybus.com)
- First public web-sites showing real-time locations of winter maintenance equipment

Today, Grey Island provides over 250 clients with an AVL solution across North America:

- Missouri Department of Transportation
- Illinois Tollway
- Maryland State Highway Authority
- Ontario Ministry of Transportation
- Alberta Department of Transportation
- Nova Scotia Highways
- Newfoundland Highways
- Manitoba Highways
- NYC Department of Sanitation – Plow Trucks
- NYC Department of Sanitation – Collection Trucks
- NYC Mayor’s Office
- Downtown Alliance (NYC)
- FDNY
- New York City Children Services
- New York Parks Department
- Yonkers, NY
- Ann Arundel County, MD
- City of Indianapolis/Marion County
- Alameda, California
- Hamilton, Ohio
- Branford, Connecticut
- Edmond, Oklahoma
- City of Huntington, NY
- Long Island Rail Road
- Franklin County/City of Columbus, Ohio
- North Hempstead, NY
- Council Bluffs
- City of Peoria, IL
- City of Tallahassee
- Key West Energy
- Securicor (Armored Vehicles/Security)
- City of Toronto (2)
- Greater Toronto Airports Authority
- LaGuardia and JFK Port Authorities
- City of Ottawa (2)
- City of Edmonton

FleetPoint™

**FLEETPOINT PRICE QUOTE
FOR
STATE OF WEST VIRGINIA DOT
RFQ 639000029**

Pricing quoted herein is exclusive of Associated Travel Costs and Applicable Taxes
Pricing valid until 12/31/2009 or as specified by contract; terms and conditions of License Agreement apply

Quantity	Item	Per Unit	Installation	Extended Cost
				FOB Charleston, WV
Black Box Hardware				
100	GSM/GPS Mobile Data Unit with covert tri-band antenna; harness and Driver Alert Switch	\$ 495.00	\$ 105.00	\$60,000.00
IVD (Messaging Terminals)				
100	Messaging Terminal *	\$ 295.00	\$ 45.00	\$34,000.00
Additional Sensory Interface (Optional)				
100	Engine Control Monitors (Light and Medium Vehicles)	\$ 254.00	\$ 44.00	\$29,800.00
0	Engine Control Monitors (Heavy Duty Vehicles)	\$ 254.00	\$ 44.00	\$0.00
Implementation & Service				
1	Onsite FleetPoint Training (Per Session)	\$ 990.00	n/a	\$990.00
100	1 Minute Updates	\$ 24.95	n/a	\$2,495.00
100	Account provisioning & setup fee	\$ 34.00		\$3,400.00
GIS integration (Optional)				
1	vBoard - Virtual Status Board with GIS data integrated (annual licensing)	\$ 5,500.00	n/a	\$ 5,500.00

FLEETPOINT SOFTWARE LICENSE AND HARDWARE TERMS:

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DEPLOYING FLEETPOINT PRODUCTS **(SOFTWARE AND HARDWARE)** BY FLEETPOINT TECHNOLOGIES, INC. (Canada) and FleetPoint, LLC (US) ("FleetPoint"). BY USING (AND/OR INSTALLING) THIS HARDWARE AND SOFTWARE YOU UNCONDITIONALLY ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE END USER LICENSE AGREEMENT INCLUDED AND SUCH OTHER USER POLICIES AS FLEETPOINT MAY ESTABLISH FOR ITS DATA SERVICES. THIS AGREEMENT IS EFFECTIVE FROM THE DATE OF CUSTOMER'S FIRST USE AS RECORDED BY FLEETPOINT. USE OF THIS SERVICE CONSTITUTES ACCEPTANCE OF BOTH THESE TERMS AND THE "END USER LICENSE AGREEMENT" (EULA) UNLESS MODIFIED BY SUPERCESSION.

FleetPoint reserves the copyrights and intellectual property ownership rights of all the hardware and software provided. FleetPoint reserve rights to change the hardware and software without notice. All rights and restrictions are conveyed in both the United States and Canada.

CONTENTS:

PART 1: HARDWARE/SOFTWARE SERVICE AND SUPPORT AGREEMENT

PART 2: FLEETPOINT END USER LICENSE AGREEMENT

PART 3: VIRTUAL EARTH (MAPPING) TERMS OF USE

FLEETPOINT PROVIDES A ONE YEAR WARRANTY AND CONDITIONAL SUPPORT FOR THIS PRODUCT SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

PART 1: HARDWARE/SOFTWARE SERVICE & SUPPORT AGREEMENT

I. SERVICE.

A. FleetPoint will provide the Customer access to FleetPoint Customer Support personnel ("Support") subject to the terms and conditions of this Agreement and the FleetPoint End User License Agreement. "Customer" as used herein, means an individual, a corporation or legal entity that has purchased any FleetPoint product and paid for its own use or incurs charges on behalf of a third party user of the Service. Every FleetPoint subscription includes a one year of maintenance free of charge, subject to the terms of this agreement. At the conclusion of the year period the Customer must have paid for support to receive additional upgrades or enhancements. All new Revisions to the software (beyond maintenance releases and enhancements) will be billable to the Customer.

B. FleetPoint makes only limited guarantees as to the continuous availability of specific features in future revisions of the software. FleetPoint guarantees support for all Releases for 24 months from the date of release.

C. Customer access to this service is dependent on customer access to the internet. Use of the FleetPoint service requires the customer meet the following minimum recommended System Requirements for running SME software:

- PC with 300 megahertz or higher processor clock speed recommended; 233 MHz minimum required (single or dual processor system);* Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended
- Microsoft® Windows 2000/Windows XP, Windows XP Pro or Vista
- 128 megabytes (MB) of RAM or higher recommended
- 50MB of available hard disk space*
- SVGA monitor with 1024 x 768 or higher-resolution video adapter
- Keyboard and Mouse (preferably with wheel)

FleetPoint.NET required minimums are:

- Pentium 233-megahertz (MHz) processor or faster
- 64 megabytes (MB) of RAM
- SVGA monitor set to 1024 x 768 or higher-resolution
- Keyboard and Mouse (preferably with wheel)
- Microsoft® Windows Internet Explorer V7.0

II. REGISTRATION REQUIREMENTS.

A. Customer agrees to provide FleetPoint with accurate and complete information including Customer's legal name, address, and telephone number. All changes to this information must be reported to FleetPoint within 30 days of the change.

B. By accepting this Agreement, Customer agrees to be responsible for all support charges posted to Customer's account until the account is cancelled as specified herein.

III. FEES.

A. Customer Agrees to pay FleetPoint all fees and charges for the Services including all monthly usage and support fees. Installation, setup and training fees are non-refundable. FleetPoint will not issue refunds based on early termination of an Agreement.

B. Customer is responsible for all airtime usage and will not hold FleetPoint accountable for airtime charges attributed to unauthorized use of the equipment, software or system. Customer is responsible for the fees for any period in which the equipment is installed or in the customer's possession, regardless of whether that equipment is in use by the customer. The Customer is responsible for all fees up until such time as FleetPoint acknowledges that the account is terminated.

B. FleetPoint agrees to provide the Customer with Customer Support at no charge for the period in which the Customer's Account is current with FleetPoint. Customer agrees to pay FleetPoint for Advanced Technical Support (ATS) and charges for on-site Support Services at the rates defined below. Setup, training and installation fees (when applicable) are included in the initial sales agreement and are nonrefundable. FleetPoint will not issue refunds for any hardware or subscription based on earlier termination of this Agreement unless otherwise agreed to prior to acceptance of this Agreement.

C. Current prices for FleetPoint services are as follows; customer's contract supersedes. All amounts are in the currency of the customers contract (US or Canadian Dollars):

(FY2008 PRICING: PRICES ARE SUBJECT TO CHANGE AFTER JUNE 30, 2008)

Customer Care:	Included FREE for all Current Software Versions
Advanced Technical Support (ATS)	\$60/hour (billable in 5 minute increments)
On-Site Support Fees	\$136 first hour/\$88 second and subsequent hour (travel and per diem are extra)
Custom Report Creation	\$88/hour
Custom Technical Support	\$96/hour
Data Restoration	\$75 per request (180 days of data)
Data backup disks mailed to customer	\$92 per disc set, sent semi-annually
Updates for Client Software	Free to accounts in good standing
Activation Fee	\$50 (see contract for device specific rates)
Deactivation Fee	\$50 (other charges apply for early deactivation)
Suspension Fee(s)	\$35 each event, for suspension & restoration
New Client Software Versions*	\$199 per device.

(*new Versions will have a new first digit to the product Revision number i.e. 2.0.0 versus 1.2.0).

D. Customer is responsible to inform FleetPoint Customer care of any changes in the phone number and email address for the primary contact. Additional support information is posted on FleetPoint's Web site at <http://www.FleetPoint.net/support>.

E. Customer agrees to pay all service and support fees and taxes/interest which are required by law as well as all attorney and collection fees arising from efforts to collect any unpaid balance on Customer's account. FleetPoint shall have the right to bill and collect any applicable taxes of Customer where required by law.

IV. USE OF THE ACCOUT.

A. Customer shall be responsible for maintaining the confidentiality of passwords used by Customer and its authorized users of the account.

B. If Customer wishes to purchase airtime directly from the Carrier Provider, Customer shall be responsible to the Carrier Provider for all airtime usage as a result of use of Customer's account. In this situation, Customer will not hold FleetPoint responsible for airtime charges associated with this product.

C. Except for software provided by FleetPoint, Customer is responsible for providing and maintaining all equipment and other software necessary to access the Service.

D. Customer expressly agrees not to use the Service or permit others to use the Service through Customer's account in any way that violates any law or regulation; subjects FleetPoint to liability of any kind; or is in contravention of FleetPoint or Microsoft's Policies. Customer agrees to comply with all FleetPoint and Microsoft's privacy and security procedures and standards. Customer

further agrees not to use the Service in a manner that will disrupt or interfere with any third parties use of the Service or privacy.

E. Customer expressly agrees not to use the system for any mission critical activities. The system and any modifications, alterations, additions or changes thereto, are not fault tolerant and are not designed, manufactured or intended for use in life support, emergency, mission critical or other ultra-hazardous activities ("High Risk Activities"). FleetPoint specifically disclaims any express or implied warranty of fitness for such High Risk Activities. Customer represents and warrants that it will not use, or permit to be used, the system for such High Risk Activities, and Customer agrees to fully indemnify and hold harmless FleetPoint for any damages or other losses resulting from such use.

V. MINIMUM LEVELS OF SERVICE.

A. FleetPoint will provide the following minimum levels of service under this agreement:

- email or voice notification of all service interruptions
- minimum of 24 hour notification of all planned service interruptions, or activities which may have the potential of causing a service interruption.
- service availability shall be 99% or better at all times.
- escalation scheme for all events, and emergencies
- notification of all significant FleetPoint.NET software upgrades, and documentation to describe their context and usage
- 24 hour response on all problem reports; 48 hour response on weekends and holidays.
- A toll-free number [866-394-8949] for Customer Care calls between the hours of 9am and 7pm Eastern Time. After hours calls will be forwarded to on-call personnel.

B. Both FleetPoint and the customer shall cooperate to determine when customer or technical support incidents have reached a point where they are most appropriately resolved through escalation. Once escalated, FleetPoint shall be responsible for managing and determining how best to resolve all Support issues and requests; and providing the end user with resolution.

VI. WIRELESS DATA COLLECTION AND STORAGE

A. FleetPoint is not responsible for data collected while out of coverage that may not be when within coverage or wireless data connectivity is restored. The data may not be provided in real time and delays in receipt of data are normal. FleetPoint assumes no responsibility for improper storage of data or information or delivery of messages. The Customer assumes the entire risk in downloading, monitoring or otherwise accessing any data or information obtained from the FleetPoint hardware and software.

B. The system performance (hardware and software) is dependent on the coverage of the FleetPoint carrier partners and the visibility of satellites to the equipment antenna. Actual coverage and operation of the hardware and software depends on system and satellite availability and capacity, system and equipment upgrades, repairs, maintenance, modifications and relocation, Customer's equipment, terrain, signal strength, structural conditions, weather and atmospheric conditions, governmental regulations, suspected fraudulent activities, acts of God and other conditions beyond FleetPoint's reasonable control. FleetPoint will not be responsible for limits in coverage or performance degradation due to any such conditions. The coverage and calling areas may be interrupted, halted, or curtailed or the quality of the transmission may be

diminished at any time. The Hardware and the Software are dependent upon the availability of the Internet, which is owned and operated by and accessed through third parties.

C. Data will be stored on the FleetPoint server for up to 180 days, after 180 days the data will be archived. Archived data can be retrieved to the customers account. There will be a charge for any data retrieval. The Customer may request, at a fee, backup copies of the data; the customer is responsible for and must make its own arrangements for data back-up and storage of its data.

D. Although portions of the system (hardware and software) are encrypted, they are capable of being intercepted without the knowledge of or permission by FleetPoint.

VII. LIMITED WARRANTY FOR DATA SERVICE.

A. FLEETPOINT HAS NO OBLIGATIONS TO MONITOR THE CUSTOMERS DATA.

B. FLEETPOINT SHALL NOT BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM USE OF THE SERVICE. IT IS THE CUSTOMER'S SOLE RESPONSIBILITY TO PLAN FOR DATA OUTAGES. LOST OF DATA BY FLEETPOINT DOES NOT CONSTITUTE A BREACH OF CONTRACT.

VIII. LIMITED WARRANTY FOR SOFTWARE.

A. FleetPoint provides a ninety (90) day limited software warranty to licensees of FleetPoint software accompanying the FleetPoint hardware. FleetPoint warrants that the software, when used in accordance with the terms of the FleetPoint software license, will operate substantially as set forth in the applicable FleetPoint Documentation for a period of ninety (90) days following delivery of the software to licensee.

IX. LIMITED WARRANTY FOR HARDWARE

A. FleetPoint provides a one (1) year limited product hardware warranty to purchasers of FleetPoint products. FleetPoint warrants that the product hardware will be free from defects in materials and workmanship that result in a material deviation from the applicable published FleetPoint technical specifications.

B. In the event of failure, FleetPoint will repair or replace such product hardware within five (5) working days of its receipt of the failed hardware, if in advance of its receipt, such hardware (1) was evaluated by FleetPoint Technical Support in person or via telephone, and (2) received a Technical Support RMA number from FleetPoint. Further, the product hardware must be shipped, shipment pre-paid, to FleetPoint, and the RMA number must be clearly indicated on the shipping box and papers.

X. REMEDIES BY CUSTOMER.

A. If Customer is dissatisfied with the Product or its support, or practices, Customer's sole and exclusive remedy is to terminate this Agreement and discontinue using the Software by canceling the account as described in this Agreement.

B. UNDER NO CIRCUMSTANCES SHALL FLEETPOINT, ITS EMPLOYEES, AGENTS, AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM ANY: USE OF CUSTOMER'S ACCOUNT OR THE SOFTWARE OR CUSTOMER'S INABILITY TO USE THE SOFTWARE; ACCESS OF THE INTERNET OR ANY PART OF THE SERVICE; OR, CUSTOMER'S RELIANCE ON OR USE OF

INFORMATION, SERVICES OR AIRTIME DISPUTES WITH THE WIRELESS CARRIER OR AIRTIME DISPUTES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

XI. TERM OF AGREEMENT.

This Agreement is effective from Customer's acceptance thereof, or upon the initial use of the Service through the Customer account, whichever occurs first. This Agreement shall continue in effect for three years, or until either party gives the other party notice of termination as provided herein. Shorter agreements must be agreed in writing between the parties.

XII. TERMINATION OF AGREEMENT.

A. Customer shall have the right to terminate this Agreement at any time with or without cause after the initial period of the agreement with 10 days notice to FleetPoint. Customer will receive a written confirmation of cancellation through mail unless notice of cancellation is provided via email. The Customer remains liable for all amounts owed during the initial term of the Agreement. FleetPoint will not provide any rebates for cancelled accounts.

B. FleetPoint may terminate this Agreement, with notice, if the Customer has any past due balance, commits a breach of this Agreement or the FleetPoint End User License Agreement.

C. Upon termination of this Agreement, all rights granted to Customer and Customer's authorized users under this Agreement shall immediately cease and terminate.

XIII. NOTICE.

A. Customer may change or cancel his/her/its FleetPoint account by the following means only: (i) electronic mail to support@fleetpoint.net; (ii) first-class registered or certified mail, return receipt requested addressed to FleetPoint, INC, 321 Foul Bay Rd. Victoria, BC V8S 4G6 or (iii) by calling 1-866-394-8949.

B. FleetPoint may provide notice to Customer by the following methods: Electronic mail (e-mail) addressed to Customer's e-mail account or general posting to FleetPoint's site at <http://www.FleetPoint.net>.

C. FleetPoint shall have the right to distribute information to its customers that it believes is informative in nature.

XIV. MISCELLANEOUS.

B. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia (Canadian Customers) or the Laws of the State of Washington (US Customers), without regard to its conflicts of law provisions. Customer consents to the jurisdiction of the federal and provincial courts having jurisdiction for Victoria, BC (Canadian Customers) or Seattle, WA (US Customers) with respect to all disputes arising out of this Agreement, Customer's use of the Service or otherwise between Customer and FleetPoint. Any cause of action Customer may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

C. Neither this Agreement, nor the software covered by it shall be transferable or assignable by Customer to any third party without FleetPoint's prior written consent.

D. This Agreement and the End User License Agreement constitute the entire agreement between Customer and FleetPoint with respect to the Service.

PART 2: FleetPoint End User License Agreement

I. DESCRIPTION OF THE PRODUCT.

This FleetPoint Technologies, Inc. ("FleetPoint") product may include (i) one or more software programs, (ii) one or more databases of map or chart data, (iii) one or more databases of other data, (iv) text and graphics, and/or (v) photographs (all such material is collectively referred to herein as the "Product"). Certain portions of the Product are owned by FleetPoint, and other portions of the Product may be owned by one or more third parties, including without limitation one or more agencies or instrumentalities of the Canadian Government or other governments, and licensed to FleetPoint for use as provided in this License Agreement. Certain portions of the Product may be subject to Copyrights by Microsoft, Inc. Your use of the Product is subject to all of the terms and conditions of this License Agreement.

II. GRANT OF LICENSE.

Except to the extent otherwise provided herein, FleetPoint hereby grants to each purchaser a non-transferable, non-exclusive license to use the Product during the License Term (as defined below) on any purchaser owned or leased computer, as may be applicable. FleetPoint expressly reserves any and all rights which it may have in or to the Product which are not expressly licensed by FleetPoint to an individual or business hereunder, including but not limited to any and all such copyrights, patent rights and other intellectual property rights.

III. LICENSE TERM.

The term of the license granted to an individual or business hereunder (the "License Term") will commence upon your acceptance of the terms of this License Agreement and will continue indefinitely thereafter unless and until the License Term shall be terminated as provided in the following:

(a) The License Term shall terminate immediately and without notice if (i) an individual or business shall be in breach of any material provision hereof, (ii) an individual or business shall file a voluntary petition in bankruptcy, any involuntary petition in bankruptcy shall be filed against the individual or business, or an individual or business shall be adjudicated bankrupt, (iii) an individual or business shall become insolvent, shall make an assignment for the benefit of your creditors, or shall make any arrangement pursuant to any bankruptcy or insolvency law, or (iv) a receiver shall be appointed for an individual or business or your business.

EFFECT OF TERMINATION OF THE LICENSE TERM.

All of the provisions of this License Agreement which are not expressly limited to the period of the License Term, including without limitation the provisions regarding disclaimers of warranties, limitations of liability, remedies and proprietary rights, shall survive the termination of the License Term. Promptly following the termination of the License Term, an individual or business shall either destroy or return to FleetPoint any and all copies of the software product, including without limitation all such copies of any form.

IV. RESTRICTIONS ON USE.

Use of the Product is subject to the following restrictions and requirements:

- (a) No Modification or Reverse Engineering.
- (b) No Distribution except as expressly permitted herein.

(c) Limited Right to Make Copies. Except as expressly permitted herein, the license granted to an individual or business includes the right to make copies of the Product solely for back-up or archival purposes. An individual or business acknowledges that FleetPoint has copyrights and other proprietary rights in the Product, and that the Product includes trade secrets of FleetPoint. Accordingly, an individual or business agrees not to reproduce FleetPoint's copyrighted materials.

V. PRIVACY POLICY

When an individual or business use the FleetPoint software and website they may be asked to provide FleetPoint with personal information such as your name, address, phone number, email address and credit/debit card details. FleetPoint is committed to protecting your privacy and this privacy policy governs how FleetPoint will use such information. FleetPoint will use such information solely to process your order, route your messages and to provide an individual or business with the best possible service, including dealing with your queries and sending an individual or business information about changes in the FleetPoint service.

LIMITATION OF LIABILITY.

THE PRODUCT IS INTENDED SOLELY AS A LOCATION BASED SERVICES AND AID FOR TRACKING LOCATION. AN INDIVIDUAL OR BUSINESS UNDERSTAND AND ACKNOWLEDGE THAT TRACKING REQUIRES CONSENT OF THE INDIVIDUAL BEING TRACKED AND THE APPLICATION OF SOUND JUDGMENT IN THE PROCESS DISCLOSING INFORMATION. THIS PRODUCT IS NOT TO BE USED AS A SOURCE OF NAVIGATION INFORMATION OR AS A SOLE SOURCE OF INFORMATION FOR BUSINESS OR ESSENTIAL DECISIONS.

IF FLEETPOINT SHALL BE IN BREACH OF ANY PORTION OF THE LIMITED WARRANTY SET FORTH ABOVE, THEN, AT THE ELECTION OF FLEETPOINT, FLEETPOINT SHALL USE REASONABLE EFFORT EITHER TO MODIFY OR TO REPLACE THE PRODUCT WITH A COMPARABLE PRODUCT WHICH DOES NOT RESULT IN A BREACH OF SUCH LIMITED WARRANTY. IN NO EVENT SHALL FLEETPOINT BE LIABLE TO AN INDIVIDUAL OR BUSINESS OR TO ANY THIRD PARTY AS A RESULT OF ANY ERRORS OR OMISSIONS IN ANY CONTENT SUPPLIED TO FLEETPOINT BY ANY THIRD PARTY AND INCLUDED WITHIN THE PRODUCT. IN NO EVENT SHALL FLEETPOINT BE LIABLE TO AN INDIVIDUAL OR BUSINESS OR TO ANY THIRD PARTY AS A RESULT OF LOST PROFITS, ECONOMIC LOSSES, OR ANY OTHER CONSEQUENTIAL DAMAGES, OR FOR EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, ARISING OUT OF ANY BREACH BY FLEETPOINT OF ANY WARRANTY, AGREEMENT OR OBLIGATION CONTAINED HEREIN, EVEN IF FLEETPOINT SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF FLEETPOINT, LLC FOR ACTS OR OMISSIONS RELATING TO OR ARISING OUT OF THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY SUCH LIABILITY BASED ON OR ARISING OUT OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY, SHALL BE LIMITED AS SET FORTH IN THIS PARAGRAPH, AND IN NO EVENT SHALL THE AGGREGATE LIABILITY OF FLEETPOINT TO AN INDIVIDUAL OR BUSINESS WITH RESPECT THERETO EXCEED THE AGGREGATE AMOUNT WHICH AN INDIVIDUAL OR BUSINESS SHALL THEN HAVE PAID TO FLEETPOINT WITH RESPECT TO THE PRODUCT.

LIMITED WARRANTY.

FleetPoint represents and warrants to an individual or business that (i) all portions of the Product are either owned by FleetPoint or licensed to FleetPoint pursuant to a license agreement which grants to FleetPoint the right to grant to an individual or business the license described in this License Agreement, (ii) your use of the Product as described herein will not infringe upon any patent, copyright, trade secret or other proprietary right of any third party, and (iii) throughout the thirty (30) day period immediately following the commencement of the License Term, the Product will be free of material defects in materials and workmanship which preclude an individual or business from using the Product for its intended purpose. If an individual or business are not completely satisfied with the Product for any reason, an individual or business may return the Product to the place of purchase within thirty (30) days of purchase, together with your original receipt and the Product's supporting literature, packaging, and your purchase price will be refunded.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, FLEETPOINT MAKES NO WARRANTY WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCT OR ITS CAPABILITY, VALIDITY, ACCURACY OR RELIABILITY. FLEETPOINT HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, AND AN INDIVIDUAL OR BUSINESS ACKNOWLEDGE AND AGREE THAT AN INDIVIDUAL OR BUSINESS SHALL BEAR THE ENTIRE RISK WITH RESPECT TO THE QUALITY AND PERFORMANCE OF THE PRODUCT.

OWNERSHIP OF THE PRODUCT.

The Product and all copies thereof, including without limitation any and all translations, compilations, partial copies, extracts, excerpts, summaries, modifications and enhancements thereof, are and shall remain the sole and exclusive property of FleetPoint and its suppliers. All applicable rights to patents, copyrights, trademarks and trade secrets in the Product shall remain in FleetPoint and such suppliers. To the extent that an individual or business may acquire any right or interest in or to the Product, other than the rights and license expressly granted to an individual or business herein, an individual or business agree that an individual or business shall be deemed to have assigned such rights to FleetPoint.

CONFIDENTIALITY.

An individual or business acknowledge that the Product contains trade secrets and other confidential and proprietary information of FleetPoint, including without limitation proprietary data storage formats (the "Confidential Information"). Accordingly, an individual or business agree that, except as expressly permitted herein, neither an individual or business nor any of your employees, representatives, agents, subcontractors, affiliates or successors (the "Related Parties") shall, at any time, in whole or in part, directly or indirectly, either (i) use any Confidential Information for his, her or its own benefit or for the benefit of any other person, partnership, association, corporation, limited liability company or other entity, or (ii) divulge or disclose any Confidential Information to any other person, partnership, association, corporation, limited liability company or other entity.

Without limiting the generality of the foregoing, an individual or business agree that, except as expressly authorized herein, an individual or business shall not transfer, publish, disclose, display or otherwise make available to any third party any portion of the Product in any way. As used herein, the term "Confidential Information" shall not be deemed to include any information which (i) is or becomes publicly known through no wrongful act of an individual or business or any Related Party, (ii) is rightfully received by an individual or business or any Related Party without similar restrictions and without breach of this or any similar agreement, (iii) is furnished to a third party by FleetPoint without a similar restriction and the rights of the third party, (iv) is approved

for release by a written authorization of FleetPoint, (v) is disclosed pursuant to an order of any court of competent jurisdiction, provided that an individual or business give FleetPoint prompt notice of such order and comply with any protective order or similar order which may be imposed in connection with such disclosure, or (vi) is developed independently by an individual or business or any Related Party without access to any Confidential Information.

REMEDIES.

An individual or business agree that damages alone would not adequately compensate FleetPoint in the event of your use of the Product in violation of the terms of this Agreement, and that in any such event injunctive relief shall be essential for the protection of the legitimate interests of FleetPoint and its successors and assigns. Accordingly, an individual or business agree that if an individual or business or any Related Party shall use the Product in violation of the terms hereof, then FleetPoint shall be entitled to obtain injunctive relief against an individual or business or any Related Party, without bond but upon due notice, in addition to such other relief as may appertain at law or in equity.

To the extent that any restriction contained in this Agreement may be deemed unenforceable by virtue of its scope in terms of geographical area, length of time or otherwise, but may be made enforceable by the imposition of limitations thereon, then an individual or business agree that such restrictions may be modified and enforced to the fullest extent permissible under the laws and public policies of the jurisdiction in which such enforcement is sought. An individual or business hereby authorize any court of competent jurisdiction to modify or reduce the scope of any such restriction to the extent necessary to make such restriction enforceable.

INDEMNIFICATION.

An individual or business agree to indemnify, defend and hold FleetPoint harmless from and against any and all loss, cost, damage, liability and expense (including without limitation reasonable attorneys fees, court costs, and other reasonable litigation and arbitration expenses) which FleetPoint may suffer, sustain or incur as a result of, arising out of, or relating to your breach of any of your representations, warranties or agreements contained herein.

ARBITRATION.

If any dispute or controversy shall arise between FleetPoint and an individual or business with respect to the Product, this Agreement, or any rights or obligations hereunder, and if such dispute or controversy shall not have been resolved within ten (10) business days next following the date upon which such dispute or controversy shall have arisen, then except as otherwise provided in this Paragraph, such dispute or controversy shall be submitted to the Seattle, Washington office of the American Arbitration Association for arbitration by one arbitrator in accordance with the American Arbitration Association's commercial arbitration rules as then in effect. Such arbitrator shall be authorized to award any relief which he or she may deem proper in the circumstances, without regard to the relief that would otherwise be available in a court of law or equity, including without limitation an award of money damages, equitable relief, attorneys fees, and other arbitration and litigation costs and expenses.

Any such award, and the findings of such arbitrator shall be conclusive and binding upon the parties hereto, and judgment upon such award may be entered in any court of competent jurisdiction which is described below. Notwithstanding the foregoing, FleetPoint shall have the right to file an action in a state or federal court described below, without submitting such dispute or controversy to arbitration, if in good faith FleetPoint seeks a remedy in nature of a temporary restraining order or a temporary or permanent injunction.

SEVERABILITY.

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof, and except as otherwise expressly provided herein any such provision which is adjudicated to be invalid or unenforceable by a court of competent jurisdiction shall be severed from this Agreement.

ASSIGNMENT.

Your rights and obligations hereunder are personal to an individual or business and are not subject to voluntary or involuntary alienation, transfer, delegation or assignment by you. For purposes hereof, your rights and obligations hereunder shall be deemed to be alienated, transferred, delegated or assigned if an individual or business shall be merged or consolidated with or into any other entity, or if an individual or business shall be controlled by any person or entity other than the persons and entities which control an individual or business as of the date hereof. The rights and obligations of FleetPoint hereunder shall inure to the benefit of and be binding upon FleetPoint's successors and assigns.

WAIVER.

Failure to insist upon strict compliance with any of the terms or conditions hereof shall not be deemed a waiver or relinquishment of such term or condition, nor shall any waiver or relinquishment of any right or remedy hereunder at any one or more times be deemed a waiver or relinquishment of such right or remedy at any other time or times.

ENTIRE AGREEMENT.

This Agreement contains the entire agreement between FleetPoint and an individual, or business, with respect to the subject matter hereof, and all prior negotiations, understandings and agreements are merged herein. This Agreement may not be amended or rescinded except pursuant to a written instrument signed by the party against whom enforcement is sought.

GOVERNING LAW.

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Customers country, to be the Province of British Columbia (Canadian Customers) and the State of Washington (US Customers), without regard to its conflicts of laws provisions. Except as otherwise provided above, any litigation regarding the interpretation, breach or enforcement of this Agreement or of any arbitration award issued pursuant to the terms above shall be filed:

- 1) Canadian Customers - in a Provincial Court of appropriate jurisdiction located in the Province of British Columbia or in a federal court of appropriate jurisdiction in Western Canada, and each of the parties hereto hereby submits itself to the exclusive jurisdiction of such courts for such purposes.
- 2) US Customers – For purposes of injunctive relief or any other matter which is not subject to the arbitration provisions of this Agreement, Contractor and the Company agree to the exclusive jurisdiction of the King County Superior Court or the United States District Court for the District of Washington.

FleetPoint Technologies, Inc. 321 Foul Bay Rd. Victoria, BC V8S 4G6

www.fleetpoint.net

FleetPoint, LLC 136 E8th St. #345, Port Angeles, WA 98362

(866) 394-8949

Remarque: Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

EXONÉRATION DE GARANTIE.

Le logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce logiciel est à votre seule risque et péril. FleetPoint n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES. Vous ne pouvez prétendre à aucune indemnisation pour dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne:

tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et

les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si FleetPoint connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

EFFET JURIDIQUE. Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

PART 3: Microsoft Virtual Earth (Mapping) Terms of Use

Terms of Use

AGREEMENT BETWEEN YOU AND MICROSOFT CORPORATION

IMPORTANT - READ CAREFULLY BEFORE USING THE VIRTUAL EARTH MAPPING OR THE FLEETPOINT APPLICATION. BY USING THIS WEB SITE OR APPLICATION, YOU AGREE WITH THESE TERMS OF USE. WHILE MICROSOFT MAKES EVERY EFFORT TO MAINTAIN THE ACCURACY OF THE MAPPING AND IMAGERY DATA COVERED BY THESE TERMS NO UPDATE PERIODICITY IS GUARANTEED.

The Microsoft MapPoint/Virtual Earth Web Service consists of mapping and related services provided by Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052 or its affiliates ("Microsoft"). These Terms of Use apply to the MapPoint/Virtual Earth Web Service and do not apply to the content of third parties offering services using the MapPoint/Virtual Earth Web Service. The MapPoint/Virtual Earth Web Service is offered to you conditioned on your acceptance without modification of the Terms of Use. Your use of the MapPoint/Virtual Earth Web Service constitutes your agreement to all provisions of these Terms of Use.

MODIFICATION OF THESE TERMS OF USE

Microsoft reserves the right to change the Terms of Use under which the MapPoint/Virtual Earth Web Service is offered, including the right to add new terms. You are responsible for regularly reviewing the terms, conditions and notices of these Terms of Use, and any modified or additional terms, conditions or notices that may be included on or with any content available on the MapPoint/Virtual Earth Web Service. Your continued use of the MapPoint/Virtual Earth Web Service constitutes your agreement to all such terms, conditions and notices.

SCOPE OF PERMITTED USE

MapPoint/Virtual Earth Web Service is for your individual use, solely for internal use by you for your business, or for your own personal use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, sublicense, transfer, assign, rent, sell or otherwise convey any information, software, products or services obtained from the MapPoint/Virtual Earth Web Service without the prior written consent from Microsoft.

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'FleetPoint Listens to Your Fleet'

FleetPoint™

Enhance your Fleet Intelligence for less than \$1/day

Accurate and timely intelligence on the performance and usage of your fleet is a key differentiator in offering a competitive solution to your customers and in making significant reductions to your operating costs.

How many times have you been faced the following problems?

- Dispatch multiple vehicles to the same location because you were not sure which vehicle was closest to your customer?
- Driver was lost or in trouble and you were not able to help them?
- Knew that the drivers were using the vehicles improperly (speeding, idling for extended periods of time, making unscheduled stops) and you were unable to obtain the information to correct the situation?
- Lack an accurate record of driver's deliveries/pick-ups resulted in the customer not being charged?
- Vehicle missing from compound and you are not sure if it is stolen?
- Need a report for management showing mileage or fuel usage by vehicle and cannot get it accurately or on time?

FleetPoint can provide the busy Fleet Manager with the easy-to-use tools to address these issues and many more. We provide today's Fleet Manager with the winning tools to enhance your fleet's productivity and improve utilization.



FLEETPOINT MAKES THE DIFFERENCE

Innovative Product – FleetPoint has the GPS device for fleets of all sizes. Whether you have rental fleets, long haul transports, LTL, pick-up or delivery vans, trailers or cars - we have the right product for you.

Flexible Application – FleetPoint application provides real-time information on any size of fleet. It provides the flexibility of either web-based (FleetPoint.Net) for easy implementation or located behind your firewall (FleetPoint SME) for secure storage of your critical data. It provides a full suite of on-line reports allowing you to listen to your fleet in real-time.



Easy-to-Use – Product can be installed in less than 15 minutes, either by our installer or your own maintenance team (web based training must be provided). The application uses all the tools and features of Microsoft Outlook, so it has the look and feel of the world's most popular office software. This means that your staff will quickly understand how it operates and receive immediate benefit from all of its features.

Flexible Financing – FleetPoint solution can either be purchased or leased, depending on your company's financial requirements. FleetPoint all-inclusive lease packages start as low as \$45/month.

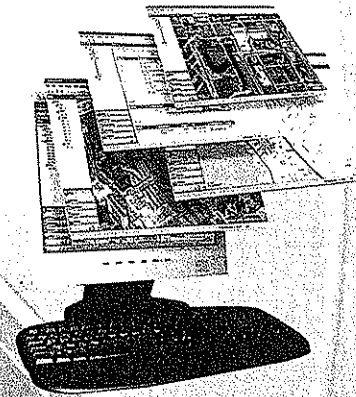
'How does FleetPoint Listen to your Fleet?'

Security

FleetPoint tracks where your vehicle is 24 hours/day – displayed on map with nearest address, speed, direction and time. FleetPoint tracks your vehicle whether leaving or entering a designated area or geographical boundary – lets you know when a vehicle has not been used for a fixed period of time. Optional Panic button alerts when a driver requires immediate assistance.

Dispatch

View vehicle in real-time, improving dispatch efficiency and coordinating calls from customers to the nearest vehicle. Enhance customer service by coordination of the efforts between your dispatch group and mobile resources. Real-time customized report package provide detailed travel reports showing stop/starts, idling, mileage and trip reports by vehicle or driver. Automated work order system will update work orders immediately based on information collected by FleetPoint system.



Driver Job Satisfaction

You can monitor speeding, idling, fuel usage, hard braking and unauthorized use and improve morale. We'll also show you how to improve efficiency on a daily basis with automated trip reports delivered automatically to your desktop on a daily, weekly or monthly basis.

Preventative Maintenance

- Monitor vehicle performance directly from the vehicle's onboard computer
- Provide customized reports showing vehicles performance with the ability to select the operating parameters critical to your fleet's performance
- Receive automated alerts notifying you of scheduled vehicle maintenance (tire rotation, oil change, etc) based on actual mileage
- Receive alerts of critical engine failures before it becomes an expensive repair –based on engine codes provide by data bus on the vehicle
- Get Your Fleet Green' with FleetPoint system for monitoring idling and harmful fuel emissions

Budget		Maintenance due prior to 12 September 2007					Fleet Maintenance Summary		
Printed: 9/10/2007									
Cars									
Name	Description	Tag#	Current Odometer	Previous Odometer	Elapsed	Avg Fuel Mileage	Service Due Next 10 days	Maintenance Codes	Services Due next 5,000 km
1092	2006 Ford Taurus FPAPP509WA156315	SG10234	26,449 km	21,344 km	5,105	11.5 km/liter	Tire Rotation	P1222 ABS Warning Uta, Fuel Safe	Oil Change - 26,594 km Vehicle Inspection - 30,000
1759	2002 Chevrolet 2002 White	SG19443	16,472 km	18,369 km	1,897	12.3 km/liter	None	Uta, Tire Pressure (0112)	Oil Change - 16,619 km
Trucks									
Name	Description	Tag#	Current Odometer	Previous Odometer	Elapsed	Avg Fuel Mileage	Service Due Next 10 days	Maintenance Codes	Services Due next 5,000 km
1729	2000 GMC Sierra (2500) GGCCE9072A92506	SG13210	14,532 km	2,010 km	12,522	8.4 km/liter	Oil Change	None	Tire Rotation - 15,345
1746	2000 Chevrolet C2500 GGCCE900E181524	SG15294	49,608 km (EST)	39,957 km	9,651	no available	Vehicle Inspection	None	Oil Change - 44,564 km
1759	2003 Chevrolet C3500 Chassis Sherebo GGCCE904E122432	SG19144	22,972 km	19,472 km	3,500	12.2 km/liter	Tire Inspection	None	Tire Rotation - 25,000
1763	2005 CHEVROLET C2500 SILVERADO FLEET F003 GGCCE1253275202	SG20773	40,650 km	39,987 km	663 km	8.4 km/liter	Low Fuel Economy	P1298 DM Failure	None
SUVs									
Name	Description	Tag#	Current Odometer	Previous Odometer	Elapsed	Avg Fuel Mileage	Service Due Next 10 days	Maintenance Codes	Services Due in 5,000 km
4721	2007 Dodge Ram 1500 JDDT131906186612	SG13504	40,656 km	39,967 km	689 km	11.5 km/liter	None	None	Oil Change - 45,584 km Vehicle Inspection - 45,000

Reports Customized to your business

Automated Trip Logs

Get rid of manual trip logs or tedious reports – FleetPoint automatically creates and delivers an array of customized reports on all aspects related to fleet management. We automatically archive the data allowing immediate recovery when you need it.

FleetPoint provide an economical fleet management solution.

Our customers tell us that the system pays for itself in less than 5 months!

TRY IT – WE GUARANTEE THAT YOU WILL LIKE IT!

We are so sure that you will like our service that we offer any prospective customer a 30-day evaluation period.

At the end of 30 days, if you don't find the FleetPoint service addressing your requirements, we will provide you with a full refund.

Contact FleetPoint today to setup an appointment with our sales representatives.

Call (866) 849-3949 or e-mail to sales@fleetpoint.net

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