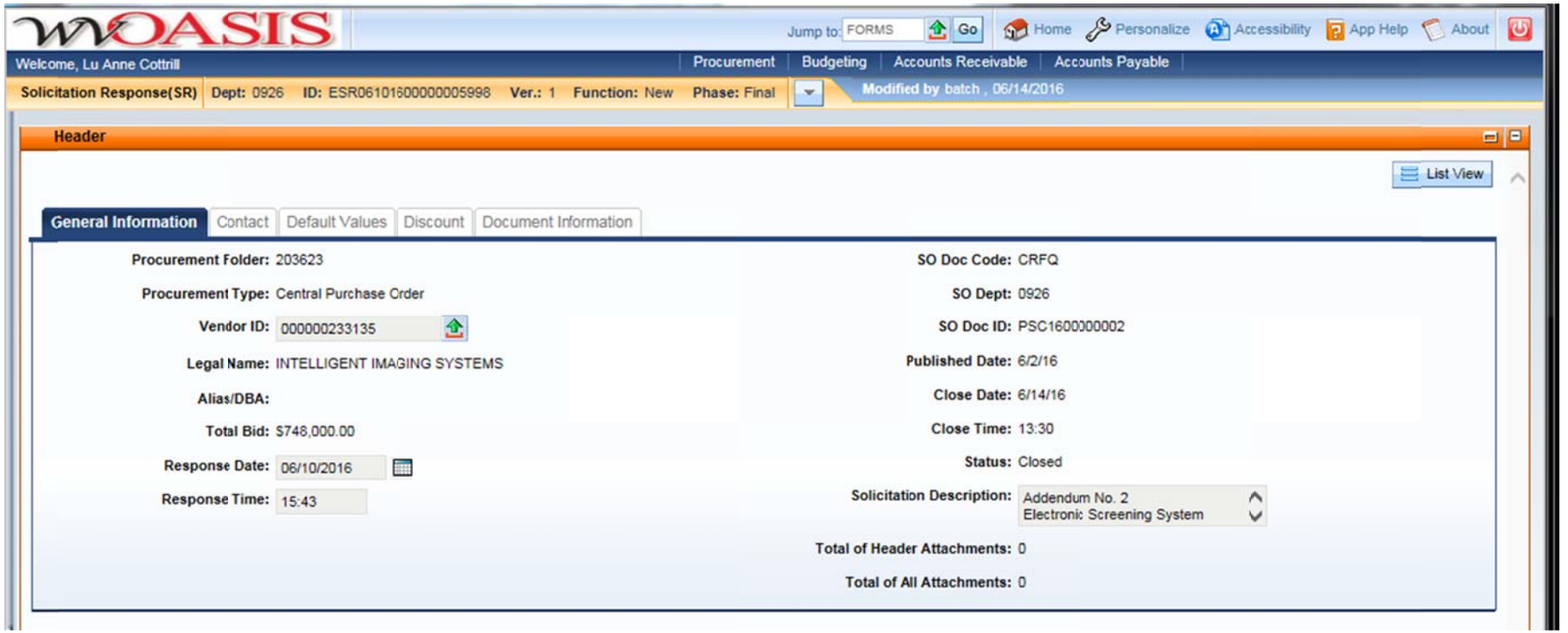
The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency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


wvOASIS
Jump to: FORMS Go
Home
Personalize
Accessibility
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About
Welcome, Lu Anne Cottrill
Procurement
Budgeting
Accounts Receivable
Accounts Payable
Solicitation Response(SR) Dept: 0926 ID: ESR06101600000005998 Ver.: 1 Function: New Phase: Final
Modified by batch , 06/14/2016
Header
List View
General Information
Contact
Default Values
Discount
Document Information
Procurement Folder: 203623
Procurement Type: Central Purchase Order
Vendor ID: 000000233135
Legal Name: INTELLIGENT IMAGING SYSTEMS
Alias/DBA:
Total Bid: $748,000.00
Response Date: 06/10/2016
Response Time: 15:43
SO Doc Code: CRFQ
SO Dept: 0926
SO Doc ID: PSC1600000002
Published Date: 6/2/16
Close Date: 6/14/16
Close Time: 13:30
Status: Closed
Solicitation Description: Addendum No. 2
Electronic Screening System
Total of Header Attachments: 0
Total of All Attachments: 0

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

State of West Virginia
Solicitation Response

Proc Folder : 203623

Solicitation Description : Addendum No. 2

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-06-14 13:30:00	SR 0926 ESR06101600000005998	1

VENDOR

000000233135

INTELLIGENT IMAGING SYSTEMS

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey

(304) 558-0094
melissa.k.pettrey@wv.gov

Signature X **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Complete ESS system	1.00000	LS	$748,000.000000	$748,000.00

Comm Code	Manufacturer	Specification	Model #
43211718			

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

Bid Proposal Overview

Intelligent Imaging Systems (IIS) is pleased to provide the following submission in response to the State of West Virginia Request for Quotation for an Electronic Screening System (ESS) for I-64 E Weigh Station. Our submission is composed of:

- Our response to Vendor Qualifications
- Our response to the Mandatory Requirements
- Appendix A – Required Forms
    - Exhibit "A" Pricing Page
    - Addendum Acknowledgement Form
    - Bid Bond
    - Notarized Drug Free Workplace Conformance Affidavit
    - Notarized Purchasing Affidavit
    - Contractor's License Form
    - Subcontractor List
    - Certification and Signature Page
- Appendix B - Resumes
- Appendix C - Software Terms and Conditions

Qualifications

RFQ 4.1	The vendor must have at least three years experience in deploying imaging based inspection systems including optical recognition in the commercial vehicle enforcement environment

IIS is uniquely qualified to provide this system for the State as we are the only vendor that can meet a number of the mandatory RFQ requirements, including:

- RFQ Requirement 5.1.1.4: IIS is the only vendor that can demonstrate an Electronic Screening System with an integrated CVSA sticker reader
- RFQ Requirement 5.1.3.11: IIS is the only vendor with three enforcement agency end-user references for Automated Thermal Inspection Systems
- RFQ Requirement 5.1.1.6: IIS is the only vendor that can demonstrate mainline Weigh-In-Motion integration into ramp screening using re-identification as specified in the RFQ

IIS has over 13 years of direct, in-house experience specifically in the installation, integration, and maintenance of E-Screening systems in over 28 states and provinces in North America. IIS is licensed as a General Contractor in West Virginia.

Our capabilities include but are not limited to: installation and maintenance of Automatic Vehicle Identification (AVI) equipment such as Automated License Plate Readers (ALPR), transponder readers, Automated USDOT Number Recognition Readers (AUNR); installation and maintenance of Overview Cameras (OVC), installation and maintenance of Automated Thermal Inspection Systems (ATIS), and ESS Traffic Control including vehicle tracking and matching.

All IIS deployments serve Commercial Vehicle Enforcement (CVE) agencies, with over 100 sites of equipment, with integrated Automated License Plate Reader (ALPR) / Automated USDOT Number

Reader (AUNR) sites operating on our SRIS enterprise software platform. IIS does not outsource experience or expertise. IIS has in-house technical staff that is proficient and they are considered experts in the technologies being deployed.

The IIS project team has a complete understanding of the required Electronic Screening System requirements. Our team has directly relevant experience with a track record of technical excellence and client satisfaction. Each of our team members has proven experience in the deployment of multiple configurations of the proposed system. Our project team, and the entire IIS Company, is committed to creating and supporting a long term relationship with our Agency partners. Beyond our best-of-breed technologies and proven project management and work plan methodologies, IIS shares a fundamental passion to improving the efficiency and effectiveness of Commercial Vehicle Enforcement (CVE) operations. Our dedication to performance bears itself out with available references and, in fact, an invitation to contact any client to whom we have contracted our services. We are transparent about our record of success as both a solution provider and trusted partner to CVE agencies and we look forward to continuing that tradition with the State of West Virginia.

In the past three years IIS has installed the following systems:

State	Location	Systems
CA	Cordelia	Smart Roadside
BZ	Brazil	Smart Roadside
NM	Raton	Weigh-In-Motion
NM	Raton	Automated USDOT # Reader
NM	Santa Theresa	Smart Roadside
TN	Portland	Smart Roadside
TN	Haywood	Smart Roadside
TN	Coffee	Smart Roadside
AZ	State-wide	Mobile Smart Roadside - Van
VA	Sandston	Smart Roadside
VA	Suffolk	Smart Roadside
MS	Nasa	Smart Roadside
TN	FHWA	Smart Roadside
NC	Hanover	Automated License Plate Reader
MS	Kewanee	Automated Thermal Inspection

State	Location	Systems
MS	Fulton	Automated Thermal Inspection
MS	Orange Grove	Automated Thermal Inspection
MS	Indianola	Virtual Smart Roadside
TN	Knox	Smart Roadside
PA	State-wide	Mobile Smart Roadside - Trailer
AZ	Canoa NB	Virtual Smart Roadside
AZ	Canoa SB	Virtual Smart Roadside
AZ	Sacaton NB	Virtual Smart Roadside
AZ	Sacaton SB	Virtual Smart Roadside
AZ	Mcguireville EB	Virtual Smart Roadside
AZ	Mcguireville WB	Virtual Smart Roadside
MO	Mobile	Mobile Smart Roadside - Trailer
NM	CVIEW	Smart Roadside
RI	State-wide	Smart Roadside
ME	State-wide	Smart Roadside
VA	State-wide	Mobile Smart Roadside - Van
NM	NM - Anthony	Automated Thermal Inspection
NM	NM - Lordsburg	Automated Thermal Inspection
DE	Delaware	Smart Roadside
FL	Yulee SB	Automated Thermal Inspection
AB	Alberta	Smart Roadside
VA	Alberta - VA - NB	ALPR & Smart Roadside
VA	Alberta - VA - SB	ALPR & Smart Roadside
VA	Alberta - VA	Thermal Inspection System
MO	Bloomsdale	Virtual Waveform Imaging

State	Location	Systems
TN	Giles	Automated Thermal Inspection
ME	Kittery	Smart Roadside
VA	Troutville	Automated License Plate Reader
VA	Slate	Automated License Plate Reader
VA	Troutville	Thermal Inspection System
MS	Kewanee	Smart Roadside
MS	Liberty	Virtual Smart Roadside
TN	Greene	Smart Roadside
TN	Knox	Smart Roadside
VA	Bland NB	ALPR & Smart Roadside
VA	Bland SB	ALPR & Smart Roadside
MS	Van	Automated USDOT # Reader

RFQ 4.2 The vendor must provide at least three references from accredited law enforcement agencies for similar systems commercially deployed and in use, that at a minimum include the combined integration of ALPR, AUNR, OVC and ATIS sensors. These references must include the deployment of similar systems components in sites with similar traffic and operating characteristics. References from concept or development stage system deployments will not be accepted.

Reference #1	
Jurisdiction	Tennessee
Client Organization	Highway Patrol, Department of Safety & Homeland Security
Contact Name	Lieutenant Allen England, Commercial Vehicle Enforcement Division
Contact Address	1148 Foster Ave. Nashville, TN 37210
Contact Phone	(615) 251-5246 Cell (931) 261 8729
Contact Email	allen.england@tn.gov
Project Description	Several projects starting in 2013 to the present include the installation of SRIS and Weigh In Motion in high speed virtual weigh station installations at various locations in the State. All systems include the installation of Kistler Quartz WIM sensors. The projects include a virtual site in Portland on US 31W, close to the weigh station on I-64 NB. This site has

	Smart Roadside screening software, ALPR, AUNR, and Overview Cameras. In 2014, IIS deployed an additional virtual site, similar to Portland, on I-26 NB, just north of Unicoi County. This project is part of a FHWA demonstration project where IIS is a subcontractor.
Name of Prime Vendor and sub-vendors involved in project	Prime, Intelligent Imaging Systems
Vendor's role in the Project	IIS has designed, installed, tested, and deployed (project management & training) all 11 Smart Roadside deployments in Tennessee including Weigh In Motion and integration to various Mettler Toledo WIM systems.

Reference #2	
Jurisdiction	New Mexico
Client Organization	Department of Public Safety
Contact Name	Major Bryan Credeur, Motor Transportation Police Division
Contact Address	2500 Cerrillos Road Santa Fe, NM 87505
Contact Phone	(505) 476 2453 Cell (505) 670 4354
Contact Email	bryan.credeur@state.nm.us
Project Description	Since 2005, IIS has installed a number of projects in New Mexico including WIM systems at two virtual sites and one fixed site. The virtual sites have Smart Roadside screening software, including ALPR, AUNR, Overview Cameras, and HazMat Placard Readers. These Virtual Weigh Station (VWS) sites monitor routes commonly used by carriers to bypass the Lordsburg weigh station. Smart Roadside VWS enables NM DPS with real time information that identifies trends in weigh station bypass and other vehicular traffic patterns. The Smart Roadside fixed deployment at the Lordsburg weigh station on I-10 EB relies on ALPR, AUNR, OVC, & Hazmat Placard Readers to identify all trucks entering the facility. At this site, Smart Roadside is also integrated to a Cardinal ramp WIM and a Cardinal static scale. IIS also designed and delivered the first commercially available Smart Roadside trailer for NM DPS in 2010. This integrated system is currently used to support virtual operations and houses Smart Roadside screening software, ALPR, AUNR and OVC.

	From a statewide perspective, Smart Roadside has created a CVE program platform that has seven fixed sites, eight virtual sites, one mobile van, and one mobile trailer which are all networked together. This allows NM DPS management to programmatically approach all commercial vehicle operations with real and historic data in terms of violations & hot spots in the state. This visibility into the frontline operations has helped NM DPS to not only increase their efficiency in identifying high risk trucks, but also allows them to better deploy and utilize their inspectors. This Smart Roadside Enterprise functionality also includes built-in dashboards and customized reports per site or statewide that can be accessed by any user with the adequate credentials. These reports are based on both historical data and real time information.
Name of Prime Vendor and sub-vendors involved in project	Prime, Intelligent Imaging Systems
Vendor's role in the Project	Since 2005, IIS has designed, tested and deployed (program management & training) all 17 Smart Roadside deployments. IIS also maintains all of the equipment on an extended services multi-year contract with the state.

Reference #3	
Jurisdiction	Mississippi
Client Organization	Department of Transportation, Office of Law Enforcement
Contact Name	Chief Willie Huff, Commercial Motor Vehicle Enforcement
Contact Address	401 N West St Jackson, MS 39201
Contact Phone	(601) 359 1707 Cell (601) 672 0722
Contact Email	whuff@mdot.ms.gov
Project Description	IIS has designed, installed, and currently maintains several ramp screening and virtual systems in Mississippi since 2009. The latest of these deployments been in the summer of 2014, covering four lanes at Indianola State Route 82 EB and WB. The virtual sites include Weigh In Motion and Smart Roadside screening software, ALPR, AUNR, and Overview Cameras. Smart Roadside VWS enables MS DOT with real time information that identifies trends in over-weight traffic, recurring violators and other vehicular traffic patterns. Smart Roadside has been installed in Mississippi and integrated to IRD Ramp Weigh In Motion systems and it integrates screening and tracking with the Weigh In Motion ramp equipment.

	This Smart Roadside Software interface was developed between IIS and IRD to ensure complete system operations between the two systems. The IRD ramp system in Mississippi utilizes iSINC and IIS has developed an interface protocol with IRD to accomplish this integration. Enterprise functionality also includes built-in dashboards and customized reports per site or statewide that can be accessed by any user with the adequate credentials. These reports are based on both historical data and real time information.
Name of Prime Vendor and sub-vendors involved in project	Prime, Intelligent Imaging Systems Sub, IRD who installed Raktel WIMs
Vendor's role in the Project	IIS has designed, installed, tested, and deployed (project management & training) all 16 Smart Roadside deployments in Mississippi. IIS also maintains all of the equipment on an extended services multi-year contract with the state.

RFQ 4.3 Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method the State determines to be acceptable. Vendors should provide a current resume which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

IIS understands, accepts and will comply with RFQ Qualification 4.3.

Resumes for our proposed project team are provided in Appendix B.

Name	Role
Fred Ko	Vice President Operations
Jory Krogsgaard	Project Manager
Cedar Mah, P. Eng	Senior Product Development Engineer
Werner Fraga	Senior Software Developer
Archak Boyajian	Senior Product Engineer
Brian Taylor, P. Eng	Director of Sales

Mandatory Requirements

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

IIS fully meets all the requirements as identified in this Request for Quotation by the State of West Virginia. All required items of the IIS SRIS system as proposed can be demonstrated to the State of West Virginia at any time as fully deployed and commercial off the shelf ready. IIS can host State of West Virginia at any reference customer sites, or by Webinar at the choice of the State of West Virginia.

RFQ Requirement	IIS Compliance
	Fully Meets
5.1.1 ESS software system including hardware, data connectivity, screening rules and operator functions	
5.1.1.1	✓
5.1.1.2	✓
5.1.1.3	✓
5.1.1.4	✓
5.1.1.5	✓
5.1.1.6	✓
5.1.1.7	✓
5.1.1.8	✓
5.1.1.9	✓
5.1.1.10	✓
5.1.1.11	✓
5.1.1.12	✓
5.1.1.13	✓
5.1.1.14	✓
5.1.1.15	✓
5.1.1.16	✓
5.1.1.17	✓
5.1.1.18	✓
5.1.1.19	✓
5.1.1.20	✓
5.1.1.21	✓
5.1.1.22	✓
5.1.1.23	✓
5.1.1.24	✓
5.1.1.25	✓
5.1.1.26	✓
5.1.1.27	✓
5.1.1.28	✓
5.1.1.29	✓
5.1.1.30	✓
5.1.1.31	✓
5.1.1.32	✓
5.1.1.33	✓
5.1.1.34	✓

RFQ Requirement	IIS Compliance
	Fully Meets
5.1.1.35	✓
5.1.1.36	✓
5.1.2 Image based vehicle identification systems	
5.1.2.1 Automated License Plate Reader (ALPR)	
5.1.2.1.1	✓
5.1.2.1.2	✓
5.1.2.1.3	✓
5.1.2.1.4	✓
5.1.2.1.5	✓
5.1.2.1.6	✓
5.1.2.1.7	✓
5.1.2.1.8	✓
5.1.2.1.9	✓
5.1.2.1.10	✓
5.1.2.1.11	✓
5.1.2.1.12	✓
5.1.2.1.13	✓
5.1.2.1.14	✓
5.1.2.1.15	✓
5.1.2.1.16	✓
5.1.2.1.17	✓
5.1.2.1.18	✓
5.1.2.1.19	✓
5.1.2.1.20	✓
5.1.2.1.21	✓
5.1.2.1.22	✓
5.1.2.1.23	✓
5.1.2.1.24	✓
5.1.2.1.25	✓
5.1.2.1.26	✓
5.1.2.1.27	✓
5.1.2.1.27.1	✓
5.1.2.1.27.2	✓
5.1.2.1.27.3	✓
5.1.2.1.27.4	✓
5.1.2.1.27.5	✓
5.1.2.1.27.6	✓
5.1.2.1.27.7	✓
5.1.2.1.27.8	✓
5.1.2.1.27.9	✓
5.1.2.2 Automated USDOT Number Recognition Reader (AUNR)	
5.1.2.2.1	✓
5.1.2.2.2	✓
5.1.2.2.3	✓
5.1.2.2.4	✓

RFQ Requirement	IIS Compliance
	Fully Meets
5.1.2.2.5	✓
5.1.2.2.6	✓
5.1.2.2.7	✓
5.1.2.2.8	✓
5.1.2.2.9	✓
5.1.2.2.10	✓
5.1.2.2.11	✓
5.1.2.2.12	✓
5.1.2.2.13	✓
5.1.2.2.14	✓
5.1.2.2.15	✓
5.1.2.2.16	✓
5.1.2.2.17	✓
5.1.2.2.18	✓
5.1.2.2.19	✓
5.1.2.2.20	✓
5.1.2.2.21	✓
5.1.2.2.22	✓
5.1.2.2.23	✓
5.1.2.2.23.1	✓
5.1.2.2.23.2	✓
5.1.2.2.23.3	✓
5.1.2.2.23.4	✓
5.1.2.2.23.5	✓
5.1.2.2.23.6	✓
5.1.2.2.23.7	✓
5.1.2.2.23.8	✓
5.1.2.2.23.9	✓
5.1.2.3 Overview Camera (OVC)	
5.1.2.3.1	✓
5.1.2.3.2	✓
5.1.2.3.3	✓
5.1.2.3.4	✓
5.1.2.3.5	✓
5.1.2.3.6	✓
5.1.2.3.7	✓
5.1.2.3.8	✓
5.1.2.3.9	✓
5.1.2.3.10	✓
5.1.2.3.11	✓
5.1.2.3.12	✓
5.1.2.3.13	✓
5.1.2.3.14	✓
5.1.2.3.15	✓
5.1.2.3.16	✓
5.1.2.3.17	✓
5.1.2.3.18	✓
5.1.3	

RFQ Requirement	IIS Compliance
	Fully Meets
Automated Thermal Inspection System (ATIS)	
5.1.3.1	✓
5.1.3.2	✓
5.1.3.3	✓
5.1.3.4	✓
5.1.3.5	✓
5.1.3.6	✓
5.1.3.7	✓
5.1.3.8	✓
5.1.3.9	✓
5.1.3.10	✓
5.1.3.11	✓
5.1.3.12	✓
5.1.3.13	✓
5.1.3.14	✓
5.1.3.15	✓
5.1.3.16	✓
5.1.3.17	✓
5.1.3.18	✓
5.1.3.19	✓
5.1.3.20	✓
5.1.3.21	✓
5.1.3.22	✓
5.1.3.23	✓
5.1.3.24	✓
5.1.3.25	✓
5.1.3.25.1	✓
5.1.3.25.2	✓
5.1.3.25.3	✓
5.1.3.25.4	✓
5.1.3.25.5	✓
5.1.3.25.6	✓
5.1.3.25.7	✓
5.1.3.25.8	✓
5.1.3.25.9	✓
5.1.3.25.10	✓
5.1.3.25.11	✓
5.1.3.25.12	✓
5.1.3.25.13	✓
5.1.3.25.14	✓
5.1.3.25.15	✓
5.1.3.25.16	✓
5.1.3.26	
5.1.3.26.1	✓
5.1.3.26.2	✓
5.1.3.26.3	✓
5.1.3.26.4	✓
5.1.3.26.5	✓
5.1.3.26.6	✓

RFQ Requirement	IIS Compliance
	Fully Meets
5.1.3.26.7	✓
5.1.3.26.8	✓
5.1.3.26.9	✓
5.1.3.26.10	✓
5.1.3.26.11	✓
5.1.3.26.12	✓
5.1.3.26.13	✓
5.1.3.26.14	✓
5.1.3.26.15	✓
5.1.3.26.16	✓
5.1.3.26.17	✓
5.1.3.26.18	✓
5.1.4 ESS Traffic Control	
5.1.4.1	✓
5.1.4.2	✓
5.1.4.3	✓
5.1.5 Installation of all hardware and software	
5.1.5.1	✓
5.1.5.2	✓
5.1.5.3	✓
5.1.5.4	✓
5.1.5.5	✓
5.1.5.6	✓
5.1.5.7	✓
5.1.5.8	✓

RFQ 5.2 **SPECIFICATION FOR INTIAL MEETING:** Vendor and agency shall meet at the Agency's premises within fifteen (15) calendar days after issuance of purchase order to discuss pre-installation activities as well as the actual installation, and to agree on an installation date.

IIS understands, accepts and will comply.

RFQ 5.3 **SPECIFICATION FOR SYSTEM ACCEPTANCE:** Agency will not formally accept the System until the System has operated without failure for thirty (30) consecutive days. The Agency will issue a request for Change Order to the West Virginia Purchasing Division stating acceptance of the system.

IIS understands, accepts and will comply.

RFQ 5.4 **CONTRACT SCHEDULE:** Contract shall be completed on or before November 30, 2016 or within sixty (60) calendar days (whichever comes first) from the issuance of the written Notice to Proceed.

IIS understands, accepts and will comply.

Contract Award

RFQ 6.1	**Contract Award:** The Contract is intended to provide PSC with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages (see Exhibit A).

IIS understands, accepts and will comply.

RFQ 6.1.1	Vendor should provide with their bid a copy of any software terms and conditions or licenses that the state of West Virginia or the agency will be required to agree or accept as a part of this solicitation. This information will be required before purchase order is issued.

IIS understands, accepts and complies. Our software terms and conditions are supplied in Appendix C. Note that any item that causes the State concern is open for discussion or modification.

RFQ 6.1.1	Vendor should provide with their bid a copy Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as part of this solicitation. This information will be required before purchase order is issued.

IIS understands, accepts and complies. Our Standard Maintenance Terms and Conditions are supplied in Appendix D. Note that any item that causes the State concern is open for discussion or modification.

RFQ 6.2	**Pricing Page:** Vendor should complete the Pricing Page (Exhibit A) by listing TOTAL BID AMOUNT. Vendor should complete the Pricing Page (Exhibit A) in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

IIS understands, accepts and complies. Our fully completed Pricing Page is included in Appendix A – Required Forms.

RFQ 6.3	Vendor should complete the Pricing Page (Exhibit A) by submitting information through the states wvOasis Vendor Self Service (VSS). Vendors should download the Exhibit "A:: Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response.

IIS understands, accepts and complies. Our fully completed Pricing Page is included in Appendix A – Required Forms and is submitted through the state's wvOasis Vendor Self Service (VSS).

Payment

RFQ 7	PSC shall pay contract price, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. PSC will pay for contract services upon completion of the contract. Vendor must submit original invoice to the PSC within 15 calendar days after completion of contract services. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

IIS understands, accepts and will comply.

Travel

RFQ 8	Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the PSC separately.

IIS understands, accepts and will comply.

Facilities Access

RFQ 9	Performance of Contract Services will require that a representative from the PSC be present to gain access to PSC's facilities. The vendor will be required to coordinate with the PSC to gain access to the facilities.

IIS understands, accepts and will comply.

RFQ 9.1	Anyone performing under this Contract will be subject to PSC's security protocol and procedures.

IIS understands, accepts and will comply.

RFQ 9.2	Vendor shall inform all staff of PSC's security protocol and procedures

IIS understands, accepts and will comply.

Vendor Default

RFQ 10.1	The following shall be considered a vendor default under this Contract. 10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein. 10.1.2 Failure to comply with other specifications and requirements contained herein. 10.1.3 Failure to comply with any laws, rules or ordinances applicable to the Contract services provided under this Contract. 10.1.4 Failure to remedy deficient performance upon request.

IIS understands, accepts and will comply.

RFQ 10.2	The following remedies shall be available to PSC upon default. 10.2.1 Immediate cancellation of the Contract. 10.2.2 Immediate cancellation of one or more release orders issued under this Contract. 10.2.3 Any other remedies available in law or equity.

IIS understands, accepts and will comply.

Miscellaneous

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

Contract Manager:	Jory Krogsgaard
Telephone Number:	877.393.3939 ext. 237
Fax Number:	877.393.8883
Email Address:	jkrogsgaard@intelligentimagingsystems.com

Exhibit "A" Pricing Page

ELECTRONIC SCREENING SYSTEM
WEST VIRGINIA PUBLIC SERVICE COMMISSION
WV I-64 EAST, HURRICANE WV. WEIGH STATION

NAME OF VENDOR: Intelligent Imaging Systems Inc.

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

BASE BID:

For the sum of: Seven Hundred Forty Eight Thousand Dollars

($ 748,000.00).
(Show amount in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall govern.)

Respectfully submitted,

BY (Signature) [signature]

Title: Fred Ko, Vice President

FIRM ADDRESS: Suite 170, 6325 Gateway Blvd., Edmonton Alberta Canada T6H 5H6

DATED: JUNE 10, 2016

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: PSC1600000002

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

[✓] Addendum No. 1	[ ] Addendum No. 6
[✓] Addendum No. 2	[ ] Addendum No. 7
[ ] Addendum No. 3	[ ] Addendum No. 8
[ ] Addendum No. 4	[ ] Addendum No. 9
[ ] Addendum No. 5	[ ] Addendum No. 10

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

INTELLIGENT IMAGING SYSTEMS INC.
Company

Authorized Signature

JUNE 10, 2016
Date

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

Agency Purchasing Division
REQ.P.O# 926 PSC160000002
Bond Number: MNR261010-16-01

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Supply and installation of Electronic Screening System (ESS) for I-64 E Weigh Station

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 10th day of June, 2016.

Principal Seal

Intelligent Imaging Systems Inc.
(Name of Principal)

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

Vice President
(Title)

Surety Seal

Westchester Fire Insurance Company
(Name of Surety)

_____
Ted Moy, Attorney-in-Fact

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

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment").

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Alex Samarze, Candice Pearson, Ted Moy, all of the City of Toronto, Ontario, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents ($75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 6 day of May 2015.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 6 day of May, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 26, 2018

Notary Public

I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 10th day of JUNE 2016.

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER May 06, 2017.

WV-73
Approved / Revised 08/01/15

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

STATE OF WEST VIRGINIA,

COUNTY OF N/A **, TO-WIT:**

I, BRIAN MOFFORD, after being first duly sworn, depose and state as follows:

1. I am an employee of INTELLIGENT IMAGING SYSTEMS INC. ; and,
(Company Name)

2. I do hereby attest that INTELLIGENT IMAGING SYSTEMS INC.
(Company Name)

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

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

Printed Name: BRIAN MOFFORD

Signature: [signature]

Title: VICE PRESIDENT

Company Name: INTELLIGENT IMAGING SYSTEMS INC

Date: May 16 ,2016

Taken, subscribed and sworn to before me this 16 day of May , 2016 .

By Commission expires Does not expire

[signature]
(Notary Public)

T MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY
PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE
ULT IN DISQUALIFICATION OF THE BID.

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: INTELLIGENT IMAGING SYSTEMS INC.

Authorized Signature: [signature] Date: May 16, 2016

Province ~~State of~~ of Alberta

County of _____, to-wit:

Taken, subscribed, and sworn to before me this 16 day of May, 2016.

My Commission expires Does not expire, 20___.

AFFIX SEAL HERE

NOTARY PUBLIC [signature]

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Intelligent Imaging Systems Inc.

Contractor's License No. WV 055042

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

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

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

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV055042

Classification:

SPECIALTY

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

Date Issued	Expiration Date
JUNE 01, 2016	JUNE 01, 2017

Authorized Company Signature

Michael A. Carl
Chair, West Virginia Contractor Licensing Board

WEST VIRGINIA CONTRACTOR LICENSING BOARD

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

Subcontractor List

Per Item 5 of the RFQ Additional Terms and Conditions, Intelligent Imaging Systems confirms that no subcontractor will perform more than $25,000 of work to complete the project.

CERTIFICATIONAND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Intelligent Imaging Systems Inc.

(Company)

Fred Ko, Vice President

(Authorized Signature) (Representative Name, Title)

Ph. 780.461.3355 ext. 220 Fax 780.461.3039

(Phone Number) (Fax Number) (Date)

Archak Boyajian, B.Eng, D.E.C.

PROJECT ROLE:
Senior Product Engineer

RELEVANT EXPERTISE:
- Engineering Product design
- Engineering System design

YEARS OF EXPERIENCE:
- 29 Years

EDUCATION:
- B.Eng. in Electrical Engineering, McGill University of Quebec, 1983
- DEC in Pure and Applied Sciences, Vanier College, Quebec, 1979

SUMMARY:
Mr. Boyajian has extensive experience on various Data and RF communication, electronics, Information Technology, wireless systems, control systems. He is a result oriented leader and technical problem solver. He has managed multi-million dollar projects, developed systems and products, implemented comprehensive systems to solve organizational problems and has high standards of competence and performance. Mr. Boyajian has identified and developed team members to ensure they meet the highest performance. He has set goals with senior management that are workable and achievable. He has strong conceptual and design skills, is creative and visionary, and remains calm under stressful situations. Mr. Boyajian assisted in the preparation and implementation of the annual operating budget. He is a long-range planner and goal achiever who implements new ideas, and motivates others to attain the organization's goals.

EXPERIENCE:

Intelligent Imaging Systems, *Edmonton, AB*
*June 2011 - Present****, Senior Product Engineer***
Mr. Boyajian is responsible for the product design, implementation and testing for IIS' Smart Roadside Inspection System (SRIS), Automatic Thermal Inspection System (ATIS) and (VWI) Vehicle Waveform Identification system.

Alberta, Canada Department of Transportation, Leduc POE, Smart Roadside Inspection System, Virtual SRIS at HWY 2A
Mr. Boyajian lead the hardware design, integration and implementation of the wireless Virtual Smart Roadside Inspection Systems for Leduc Hwy 2A and PIC sites, as well as SRIS for the newly constructed Port of Entry (POE). The POE SRIS site includes integration with IIS' Thermal Inspection system.

Illinois Department of Transportation, Smart Roadside Program
Mr. Boyajian led the hardware design, integration and implementation of the SRIS and Smart Mobile Inspection System (SMIS) located at the Maryville weigh station.

Mississippi Department of Transportation, Smart Roadside Program

Archak Boyajian, B.Eng, D.E.C.

Mr. Boyajian lead the hardware design, integration and implementation of the SRIS and SMIS located at the Kewanee and Liberty weigh stations.

MICROCONTROL, *Montreal, Quebec, 2010 to 2011, Engineering Consultant*

- ✓ Acted as project manager with a team of engineers and technicians for the design and development of electrical thermal refrigeration system.
- ✓ Made prototypes (proof of concept).
- ✓ Identified the steps and estimated the cost of implementing the project and worked with product marketing and customers to define requirements of the thermal refrigeration system.

DIRECTED ELECTRONICS CANADA Inc.*, Montreal, Quebec, 2009 to 2010, Engineering Manager*

- ✓ Led team of engineers and technicians to design, develop, and support different types of remote car starter systems.
- ✓ Providing technical guidance and hands on help.
- ✓ Managed resource planning (staff and budget) and personnel development.
- ✓ Supported product development and manufacturing with the manufacturing partners in the Far East.

GLOBVISION Inc.*, St. Laurent, Quebec, 2007 to 2009, Senior Engineer*

- ✓ Development and testing of computational intelligent systems and methodologies on FPGA running Unix on Power PC soft CORE.
- ✓ Managed hardware and software development project for "Water Record Accounting" system for hydro electric generators.
- ✓ Performed project technical reviews, including a review of design, documentation, and implementation.
- ✓ As project manager assigned tasks and led a cross-functional design team, for the development of hardware in the loop system for Satellite communication system.

MICROCONTROL, *Montreal, Quebec, 2004 to 2007, Self Employed*

- ✓ Managed, designed, configured and supported networked servers, switches, VOIP access points, CISCO routers, (VoIP-PBX), and wireless access points.
- ✓ Designed and developed VoIP telephony systems for international customers. The design has been tested from different countries.
- ✓ Marketed and promoted new products and services.
- ✓ Negotiated with suppliers to reduce cost and visited new clients to gain market share.

SECURIPLEX Inc., *Montreal, Quebec, 2001 to 2004, Senior Engineer*

- ✓ Using FPGA and microprocessor architecture, designed and developed compact, sophisticated and highly reliable detection control systems, for System Sensor and Apollo detectors.

- ✓ Made detailed design of the circuit boards, thoroughly tested those using emulators and simulators and carefully documented the design process according to ISO-9000 standards.
- ✓ Supervised, guided and motivated technicians in the constructing and troubleshooting of prototype circuit boards.
- ✓ Acted as project management engineer for the design, implementation, integration, and testing of the development of a VME based detection controller.
- ✓ Ensured project was compatible with existing system, as well as completed within restricted time period and budget.

***ISB GROUP**, Montreal, Quebec, 1998 to 2001, Director of Engineering*

- ✓ Analyzed current fragmented status of engineering and production departments and suggested possible solutions for reorganization, including classified analysis, lines of communication and leadership.
- ✓ Conducted and lead the engineering team to make all safety system designs according to OSHA standards.
- ✓ Achieved European TÜV IEC-1496 approval for "infra-red light curtain" product.
- ✓ Evaluated the firmware, optical module, PC board layout as well as the packaging design.
- ✓ Modified the design for the system to comply with the operating distance, angular requirements, safety and EMI/EMC requirements.
- ✓ Acted as a project management for the design and development of a "narrow column light curtain" using SMT components.

***CANADIAN NATIONAL**, Montreal, Quebec, Canada, 1985 to 199, Senior Communications*

- ✓ Supervised team of analysts and technicians to efficiently process work requests for communication network installations and support.
- ✓ Co-ordinated activities related to telecommunication efficiency and support team.
- ✓ Represented IT and technical employees (7).
- ✓ Developed soft skills needed to achieve strong interpersonal skills in order to leverage relationships to achieve success both through direct and indirect authority.
- ✓ Cooperated with inside departments and outside companies, participated in the installation of new telephone billing system.
- ✓ Monitored overall communication costs making them easier and more accurate. Company restructured and abolished 15 clerical positions, as well as saved minimum of $200,000 on a yearly basis.
- ✓ Member of a special committee on Advanced Train Control System (ATCS), R&D North American project for CN (project costs approximately $16M).
- ✓ Acted as technical consultant to solve problems related to communication systems. This R&D project was created to test new concept of train control.
- ✓ Evaluated communication system (radio coverage) and reported current status.

- ✓ Unsolicited, created new tool for testing that identified gaps in radio coverage.
- ✓ Supervised and acted as liaison in remodeling radio propagation system.
- ✓ Identified possible radio towers locations and relocated others, to ensuring complete radio coverage for VHF/UHF radio and microwave networks.
- ✓ Implement and upgrade a voice radio system named "Second Generation Radio System" for Great Lakes region (Quebec to Manitoba).
- ✓ In order to avoid system failure, developed, tested and implemented a fallback system.
- ✓ Expanded system to include new territory and upgraded software to eliminate bugs and added new features.
- ✓ Worked closely with outside suppliers.
- ✓ Trained engineers to take over project when promoted to a new position to ensure smooth transition.
- ✓ Designed error free communication system between a terminal and a printer using modem and microcomputer technology. This method of information transfer achieved Canadian government certification.

IDEAL EQUIPMENT, *Montreal, Quebec, Canada, 1983 to 1985, Electronic Engineer*

- ✓ Designed the hardware and the software of Computer Numerical Controller (CNC) for an automated sewing machine with a team of eight engineers and technicians.
- ✓ Acted as the supervisor of the project.

PUBLICATIONS AND PRESENTATIONS

- ✓ Archak Boyajian and Robert Caporushcio, presented "*The Methods of Optimizing the Design of The ATCS Radio System in a Mountainous Territory*" to the AAR C&S Technical Conference in Montreal 1993. Over 1,000 railroad technical consultants, engineers, suppliers and managers were in attendance.

Werner Fraga, M.Sc.

PROJECT ROLE:

Senior Software Developer

RELEVANT EXPERTISE:

- Software development life cycle
- Software engineering, website design, computer systems administration
- Integrated circuit manufacturing, assembly and testing
- Training, consulting and technical management

YEARS OF EXPERIENCE:

- 23 Years

EDUCATION:

- M.Sc. in Electrical Engineering (Microelectronics), University of Alberta, 1986
- B.Sc. in Honors Applied Mathematics (First Class Honors), University of Alberta, 1984

SUMMARY:

Mr. Fraga has over 23 Years of experience in software development. His expertise in the architecture and design of database applications is focused on the development of IIS integrated inspection systems. Mr. Fraga previously worked for a large multinational corporation as a senior software engineer. He has both an undergraduate and a graduate degree in electrical engineering from the University of Alberta.

EXPERIENCE:

Intelligent Imaging Systems, *Edmonton, AB*
September 2008- Present, *Senior Product Engineer*

Mr. Fraga designed IIS' key software product, the Smart Roadside system. This product captures credentials, weight and other data from commercial and other vehicles. It then queries external government and private databases, and presents the information to the weigh scale operator, police officers, and other users as a web-delivered user interface.

New Mexico Department of Public Safety (NMDPS), Motor Transport Police Department (MTPD), Smart Roadside Inspection Program

Mr. Fraga designed and built the software platform for a centralized Smart Roadside platform to automate the electronic screening of commercial vehicles at DPS facilities, remote sites and mobile units throughout the state. This platform connects to multiple government databases including SAFER, PRISM, NCIC, and state tax databases as well. The central server in the platform collates the data from each station site for centralized searching and analysis purposes.

Maine Department of Transportation, State Police, Kittery Weigh Station Automated Commercial Vehicle Screening System Project

Mr. Fraga designed and built the software platform for an advanced roadside information system to help Maine State Police administrators manage their roadside operations and resources. This platform integrates 3rd party external screening databases and traffic control (including vehicle weight and dimensions and lane control data).

Missouri Department of Transportation, Jefferson Virtual Weigh Station Commercial Vehicle Screening System Project

Mr. Fraga designed and built the software platform for an

advanced roadside information system to help Missouri State Police administrators screen commercial vehicles at a remote virtual weigh station. This platform integrates state & federal government screening databases and is monitored remotely from Police vehicle laptops or from any networked computer. The system is able to capture vehicle information at highway speeds.

Virginia Department of Transportation, Carson City Weigh Station Commercial Vehicle Screening System Project

Mr. Fraga designed and built the software platform for an advanced roadside information system to help Virginia transport administrators screen commercial vehicles at a weigh station. This platform uses a three-tier software platform for greater data security, and consists of both development and production servers continuously monitored by an automated monitoring server.

Mississippi Department of Transportation, Commercial Vehicle Screening System Project

Mr. Fraga designed and built the software platform for an advanced roadside information system to help Mississippi transport administrators screen commercial vehicles at a weigh station and at several virtual high-speed weigh stations. This platform supports multiple lanes of traffic in various directions on each virtual site.

Scanimetrics, *Edmonton, AB*
July 2007 – August 2008, *Field Applications Engineer*

Mr. Fraga's roles were those of field applications engineer and engineering project manager. He managed all company engineering projects, including hosting engineering meetings (both internal and with clients.) He maintained project tracking systems (MS Project, issue tracking, time tracking), and monitored and reviewed engineers' performance. He provided engineering support for the sales group to promote the company's products. He was also the system admin for Linux systems and Cadence IC design software.

Weatherford Technology, *Edmonton, AB*
November 1999 –June 2007, *Webmaster / Software Engineer / Team Lead*

Mr. Fraga developed a client/employee website for job reporting/data mining/product delivery using PHP, postgresql database, Javascript, perl, and python. The site recorded 6000 hits per day and 800 active users. He Interfaced systems with SAP accounting system using BAPIs. He was responsible for maintaining and tuning Linux and Windows servers, Apache webservers, and postgresql and mysql DBs. He developed software in C++ (gcc and Visual Studio .NET) and python for oil and gas well data acquisition systems.

DigiX Research, *Edmonton, AB*
June 1998 - October 1999, *Software Engineer*

Mr. Fraga developed GUI software (for Win NT) and client / server drivers (using sockets and TCP / IP) for controlling a new digital X-ray product, using MS Visual Studio C++. He developed test techniques for clinical testing of digital X-ray imaging products.

Fred Ko, MBA, B.Math.

PROJECT ROLE:
Vice-President

RELEVANT EXPERTISE:

- Strong background in management and technology consulting
- Led software, hardware, and construction projects
- Lead project manager for software development and deployments
- Worked closely with State Enforcement Operation Managers
- Heavily involved with integrated solutions based on intelligent imaging systems
- Design, construction, testing, and deployment of the integrated imaging applications
- Certified instructor for the Certified Thermal Imaging Inspection Course

YEARS OF EXPERIENCE:

- 18 Years

EDUCATION:

- B. Math, University of Waterloo, ON, 1993
- MBA in Economics, Queen's University, 2003

SUMMARY:
Mr. Ko has a strong background in management and technology consulting. Mr. Ko has worked as a senior consultant at Sierra Systems and Accenture (formerly Anderson Consulting). He holds an undergraduate degree in mathematics from the University of Waterloo and an MBA from Queen's University.

Mr. Ko has led software, hardware, and construction projects. He has contributed to the success of many deployments of thermal imaging and other sensor applications. He is IIS's lead project manager for software development and deployments. He has worked closely with State Enforcement Operation Managers in order to lead change activities to smoothly transition new technologies and processes into the field. He is heavily involved with integrated solutions based on intelligent imaging systems and has practical experience with the entire range of development and deployment activities associated with ITS CVO applications. This experience includes the design, construction, testing, and deployment of the integrated imaging applications. Mr. Ko is a Certified instructor for the Certified Thermal Imaging Inspection Course taught to commercial vehicle enforcement officers around North America.

EXPERIENCE:

Intelligent Imaging Systems, *Edmonton, AB*
September 2003 - Present, *Vice-President*

Mr. Ko's responsibilities are for IT integration, training and implementation. Mr. Ko has been involved with all of IIS's state deployments. He has extensive knowledge of Smart Roadside IT design and planning, including requirements. Mr. Ko has developed deep relationships with agency frontline and IT groups for these systems deployments as well as with the integration onto existing operations.

New Mexico Department of Public Safety (NMDPS), Motor Transport Police Department (MTPD), Smart Roadside Inspection Program

Mr. Ko oversaw the manufacturing, design, procurement, and assembly processes for this project. He provided Project Management support. He was heavily involved in the liaison between state and federal agencies to facilitate access to various government databases. The project is part of a larger initiative to modernize and improve the way MTPD conducts roadside operations. NMDPS Smart Roadside program involves the enterprise wide implementation of a centralized Smart Roadside

platform to automate the electronic screening of commercial vehicles at DPS facilities, remote sites and mobile units throughout the state. NMDPS MTPD Smart Roadside initiative was awarded the 2010 Intelligent Transportation Systems America national award for most innovative new program.

Maine Department of Transportation, State Police, Kittery Weigh Station Automated Commercial Vehicle Screening System Project

Mr. Ko oversaw the manufacturing, design, procurement, and assembly processes for this project. He provided Project Management support. He was heavily involved in liaising with a third party provider to facilitate access to state databases. The project was a successful deployment of an automated commercial vehicle screening system (ACVSS) at the Kittery Weigh Station located on I-95. The ACVSS is a leading edge integration of non-obtrusive electronic screening technologies, including imaging and size and weight systems, to pre-select hi-risk vehicles for front line operators at the Kittery weigh station facility. The project included the network deployment of two remote 'virtual' inspection stations on bypass routes around the facility and the integration of all sites into a single, cohesive roadside enforcement system. The Kittery Smart Roadside system is networked to existing state and federal database information systems in order to maximize the capability of roadside screening technologies to screen for safety and regulatory compliance. The Kittery smart roadside system also includes advanced roadside information system reporting to help Maine State Police administrators manage their roadside operations and resources.

Mississippi Department of Transportation, Smart Roadside Program

Mr. Ko oversaw the manufacturing, design, procurement, and assembly processes for this project. He provided Project Management support. He was heavily involved in the liaison between state and federal agencies to facilitate access to various government databases. This project included the design and deployment of automated electronic screening systems on mobile, fixed and remote virtual sites including the first ever bi-directional Smart Roadside virtual inspection stations in North America. MDOT's innovative use of existing FHWA traffic planning infrastructure to support commercial vehicle enforcement systems is an example of the capacity for Smart Roadside systems to leverage the capacity of multiple programs to support multiple mandates in a more economical fashion. MDOTS dual-use planning/enforcement sites serve both FHWA and FMCSA program objectives of a more efficient and effective integration of roadside technologies and serves as a national leader in the implementation of Smart Roadside technology.

Missouri Department of Transportation, Smart Roadside Program

Mr. Ko oversaw the manufacturing, design, procurement, and assembly processes for this project. He provided Project Management support. He was heavily involved in the liaison between state and federal agencies to facilitate access to various government databases. The project was a deployment of an automated commercial vehicle electronic screening system for the Missouri Department of Transportation (MODOT) commercial vehicle enforcement division. This project included the design and deployment of a fixed automated electronic screening system, utilizing ALPR, AUR, OVC and surveillance cameras.

Fred Ko, MBA, B.Math.

Sierra Systems Consultants, *Edmonton, AB*
October 2002 – August 2003, *Project Manager / Consultant*

Mr. Ko provided all areas of project delivery. He ensured the quality of his own deliverables and those of the team members. Mr. Ko monitored and measured client satisfaction.

Accenture Inc., *Edmonton, AB*
October 1997 – October 2002, *Project manager / Consultant*

Mr. Ko managed client projects effectively ensuring objectives, deadlines and budgets were met by team members. This was accomplished by competent use of project planning, tools and milestones appropriate for the size and scale of the project. He demonstrated the ability to assess, form and allocate work streams, managing his own time and that of others to meet deadlines. Mr. Ko identified, quantified and managed issues impacting the delivery of the project. He actively managed client expectations.

Jory Krogsgaard

PROJECT ROLE:
Project Manager

RELEVANT EXPERTISE:

- Managed team of 5-10 people developing leading edge imaging systems.
- Specific oversight of hardware designers, PCB manufacturers, sensors engineers and database developers.
- Over 157 years of product lifecycle experience

YEARS OF EXPERIENCE:

- 17 Years

EDUCATION:

- Project Management Certificate
- Computer Systems Technology Diploma

SUMMARY:

Mr. Krogsgaard is a technical and business professional who has 10 years of project management experience. He is a self-starter and team player with strong facilitation and problem-solving skills. He has team building and communication skills spanning a variety of industries. He is a high-energy, results-oriented leader with proven ability to manage multiple projects at once while generating significant revenue, cutting costs and improving profits for both employers and clients.

EXPERIENCE:

Intelligent Imaging Systems, *Edmonton, AB*
October 2015 - Present, *Project Manager*

Mr. Krogsgaard rejoined Intelligent Imaging Systems as Project Manager in 2015. He is primarily responsible for defining project tasks and resource requirements. He reviews deliverables and provides direction and support to the project team. He oversees and leads the Engineering Services Team, and provides liaison between all IIS departments and business units to ensure successful project delivery. Mr. Krogsgaard has more than ten years of experience developing, delivering and managing mission-critical business solutions in a range of industries including construction, information technology, and manufacturing. He has a proven ability to provide leadership and oversight to ensure delivery of strategic business objectives.

Precision Giant Systems, *Edmonton, AB*
October 2014 – October 2015, *Project Manager*

Mr. Krogsgaard was project manager for the fabrication and installation of truck scales. He developed an operations plan in cooperation with the controller which was used to secure new financing. He developed processes for inventory, procurement, fabrication and service. During his tenure he worked with the controller to enforce the use of the corporate accounting software and baseline corporate financials. He participated as part of a 5 person leadership team to develop and implement corporate strategy. Mr. Krogsgaard reviewed scale drawing packages and sourced third party manufacturers to ensure throughput could be met during peak sales periods. Due to the growth in sales he

Jory Krogsgaard

implemented a second shift in manufacturing to match orders with delivery commitments.

Intelligent Imaging Systems, *Edmonton, AB*
June 2012- October 2014, *Project Manager*

Mr. Krogsgaard was project manager for the deployment of the integrated Commercial Vehicle Management System at the California Highway Patrol facility in Cordelia, one of the busiest scale facilities in North America, which won the awards in 2014 from:

- The ITS World Congress for Best Innovative Service
- The California Transportation Foundation for the Safety Project of the Year

Mr. Krogsgaard has been very successful at forging strong, lasting relationships spanning all business units, both within Intelligent Imaging Systems and with their customers while delivering on profitable, quality focused projects.

Panvion Technology, Corp., *Edmonton, AB*
Jan. 2007 - April 2012, *Engineering Manager*

Mr. Krogsgaard was directly responsible for the development and deployment of imaging platforms used for long range surveillance and aerial photogrammetry. He worked directly with high profile clients that included General Atomics for the Predator Program and Raytheon Vision Systems out of Goleta, California. Mr. Krogsgaard was also responsible for the successful evaluation of an optical ground motion target indicator that was conducted under the guidance of the Department of National Defense (Canada) in partnership with Defense Research and Development Canada and MDA Corporation. Working in co-operation with Raytheon Visions System Mr. Krogsgaard completed the implementation and delivery of a pre-production, long range surveillance system intended to be deployed as part of SBInet.

Oct. 2002 – Dec. 2006, *Senior Embedded Software Developer*

As a senior embedded software developer Mr. Krogsgaard lead a team of three software developers to create image processing algorithms and image projection software for Panvion's wide area, high resolution cameras.

Cedar Mah, P. Eng

PROJECT ROLE:

Senior Product Development Engineer

RELEVANT EXPERTISE:

- Imaging Systems Design
- Sensor development and interface
- Analog and digital signals and electronics
- Automation and motion control
- Troubleshooting electrical systems
- System integration, validation and commissioning

YEARS OF EXPERIENCE:

20 Years

EDUCATION:

- B.Sc. Electrical Engineering, University of Alberta, 1988

SUMMARY:

Mr. Mah has over 20 years of experience in image processing software development and project management. His expertise with various sensor types, interface development and overall system design is essential for the development of IIS integrated inspection systems. He has sensor familiarity not limited to x-rays, cameras (infrared, color and monochrome), photoelectric and laser sensors. His knowledge of imaging systems, automation and motion control and analog and digital signals contribute to the continual analysis, re-design and improvements of IIS products and services. Mr. Mah previously worked for several electronics companies as in-house engineer and external consultant. He also provides support for IIS service personnel. He has an undergraduate in electrical engineering from the University of Alberta.

EXPERIENCE:

Intelligent Imaging Systems, *Edmonton, AB*
August 2009- Present, *Senior Product Engineer*

New York State Energy Research Development Agency, New York Department of Transportation

Mr. Mah is involved in the design and deployment of a 'full-spectrum' Smart Roadside inspection site at NYDOT's Schodack e-screening project. He manages a team in the custom design of some core detection products including the Automatic USDOT Reader (AUR) and the integration of such products.

Solano Transportation Authority, Caltrans, CHP Cordelia Commercial Vehicle Management System

Mr. Mah is involved in the design and development of an advanced Commercial Vehicle Management System (CVMS) under contract to the Solano Transportation Authority. He is managing a team in the development of the Vehicle Waveform Identification (VWI) technology, CVSA sticker detection and Vehicle Overheight Detection.

Science Applications International Corporation (SAIC), Border Wait Time Project (BWT)

Mr. Mah was responsible for the design, integration and implementation of the Border Wait Time project which included the use of a Vehicle Waveform Identification (VWI) system. The VWI system technology can identify and re-identify vehicles at

separate locations using the vehicle's unique magnetic signature. The purpose of this project was to use this technology to identify vehicles, and track them to another location to calculate the time required to travel from one site to another site. The SRIS was also integrated with the VWI system to verify the accuracy of VWI.

Mississippi Department of Transportation, Smart Roadside Program

Mr. Mah participated in the design and successful deployment of a network of automated commercial vehicle electronic screening systems for the Mississippi Department of Transportation (MDOT) Commercial Vehicle Enforcement division. He played a key role in further developing the AUR system to be successfully deployed at highway speeds. His role in this project included the design and deployment of automated electronic screening systems on mobile, fixed and remote virtual sites including the first ever bi-directional Smart Roadside virtual inspection stations in North America.

New Mexico Department of Public Safety (NMDPS), Smart Roadside Inspection Program

Mr. Mah was involved in the product design and implementation of the first wireless Virtual Smart Roadside Inspection Systems for Lordsburg Exit 20 and Exit 24, as well as the implementation of ongoing improvements in the Automated USDOT Reader (AUR). He is responsible for improvements of the SRIS components, and the implementation and integration of various components at multiple sites.

Maine Department of Transportation, State Police, Kittery Weigh Station Automated Commercial Vehicle Screening System Project

Mr. Mah participated in the design and successful deployment of an automated commercial vehicle screening system (ACVSS) at the Kittery Weigh Station located on I-95. He was responsible for implementing key improvements in the AUR system which drastically improved the overall daytime and nighttime AUR read rates.

Portable Demo Smart Roadside Inspection (SRIS) Project

Mr. Mah was responsible for the design and manufacture of a portable SRIS system. This system included an ALPR, AUR and SRIS and has been deployed several times successfully for live roadside demonstrations.

Eaton Yale Corporation
August 2008 – August 2009, *Product Engineer*

Mr. Mah was responsible for designing and manufacturing low and medium voltage switch gear for the power industry. He was also involved with managing sub-vendors and sub-contractors in the design and construction of Sub-stations (E-Buildings). His role included liaising with customers to determine and meet their design needs. He produced Electrical and mechanical layout drawings and was involved heavily in Procurement. He held a supervisory role in the construction of equipment and also supervised quality control testing to CSA approvals.

Cedar Mah, P. Eng

Independent Consultant / Investor
February 2006 – August 2009, *Consultant*

Mr. Mah was responsible for evaluating and resolving problems in the installed systems in the plastics and forestry industry. He developed ISO calibration and verification procedures for the installed systems and was responsible for the maintenance and verification of these procedures. He also provided technical management consulting for a diverse range of research projects. He performed investment research and technical analysis.

Lacent Technologies, *Edmonton, AB*
November 2001 – Jan 2006

Mr. Mah contributed to improvements to controlling laser cutting systems primarily used in the automotive industries. He worked directly with specifying and finding research solutions for Vision System related problems, while assisting with the installation, commissioning and support of machines worldwide. His roles ranged from project manager to Quality Control/Quality Analysis and played a key role in improving the overall accuracy of the core laser cutter. His role required communicating with customers for design upgrades and making recommendations and implementations for cost reduction. He has performed validation, benchmarking for new hardware and software as well as proposing purchase recommendations.

Visionsmart Inc., *Edmonton, AB*
November 1988–October 2001

Mr. Mah was responsible the research and development this small vision firm. His roll included developing project plans, defining goals and specifications for end products. He was also a member of the Management Committee. He wrote proposals, specifications and technical documentation. He was involved in various imaging projects including a Registration Detection System (multiple camera detection of alignment threads in airbags), Polymer Purity Detection for the plastics industry (high resolution monochrome line-scan camera) and Multi-sensor (laser and x-ray) Quality Control System for lumber grading. He has been involved with instrumentation projects including PID loop tuning and HMI (Human-Machine Interface). He developed algorithms and programmed software using Pascal, Visual Basic, C, C++ and assembler. The software coding included real-time programming on custom developed hardware platforms, and integrated various interfaces including serial interfaces (232,422,485).

BRIAN TAYLOR, P.ENG.

PROJECT ROLE:

Director of Sales, ITS

RELEVANT EXPERTISE:

- Strong background in Commercial Vehicle Operations CVO and Enforcement.
- Recognized specialist in CVO technologies and screening systems including Weigh In Motion (WIM), Vehicle Identification, Vehicle Monitoring and Signal Control Systems.
- Significant experience with all United States and Canadian Commercial Vehicle Agencies.
- Design, construction, testing, and deployment of the integrated imaging applications

YEARS OF EXPERIENCE:

- 29 Years.

EDUCATION:

- B.E. Civil Engineering, University of Saskatchewan, 1987
- Graduate Work through 1989 in Pavement Instrumentation/ Weigh In Motion (WIM) and Commercial Vehicle Screening

SUMMARY:

Mr. Taylor is a Professional Civil Engineer with a strong background in Commercial Vehicle Operations (CVO), specifically in the application of technologies for automated commercial vehicle screening, and Intelligent Transportation Systems (ITS).

Mr. Taylor has worked in various and technical capacities with International Road Dynamics and other technology based road engineering companies. With a strong background in highway engineering, Mr. Taylor was involved in research in advanced road instrumentation including Weigh-In-Motion (WIM) at the University of Saskatchewan through 1989.

Mr. Taylor was actively involved in the initial trials and demonstrations of integrated Weigh In Motion and Vehicle Identification technologies on the Crescent Demonstration and Heavy Vehicle Electronic License Plate (HELP) Projects.

Mr. Taylor is a recognized specialist in Intelligent Transportation Systems (ITS) and currently sits on the Highway Traffic Monitoring, and Commercial Vehicle Committees of the Transportation Research Board. He has worked closely with Enforcement Operation Managers across North America and is routinely invited to deliver presentations on technology applications in Commercial Vehicle Screening.

EXPERIENCE:

Intelligent Imaging Systems, *Edmonton, AB*
October, 2010 - Present, *Director of Sales, ITS*

Mr. Taylor's responsibilities are for the design, promotion and delivery of advanced CVO screening systems with all of IIS's state and provincial customers. He has extensive knowledge of Smart Roadside integration.

PSI Technologies, *Saskatoon, SK*
December 2007 – October 2010, *Vice President of Business Development*

Mr. Taylor provided expertise in the development of business and markets for advanced road recycling and engineering, with specific focus on Non-Destructive road evaluation using Ground Penetrating Radar (GPR) and Falling Weigh Deflection (FWD) technologies.

BRIAN TAYLOR, P.ENG.

International Road Dynamics Inc., *Saskatoon, SK*
April, 1989 to January 1998 and July 1999 to November 2007, *Various technical and management positions including Technical Systems Specialist, and Vice President of Technical Systems and Sales*

Working within a multi-discipline team, Mr. Taylor was responsible for customer liaison with specific focus on the integration of IRD and other synergistic technologies into comprehensive commercial vehicle screening and traffic data collection systems. In this capacity, Mr. Taylor managed numerous technical developments within the company.

Mr. Taylor was actively involved in the development and implementation of state of the art approaches to commercial vehicle screening as these technologies emerged and were adopted by State, Provincial and International road agencies. Significant projects included:

Crescent Demonstration Project, and Heavy Vehicle Electronic License Plate (HELP) project, 1986 to 1991. Oregon Department of Transportation. The project included pioneer integration of RFID technologies into WIM screening systems and the demonstration of integrated approaches.

Canadian Heavy Vehicle Electronic License Plate (C-HELP), Transport Canada, 1990-1994

Advanced Commercial Vehicle Screening Systems, 1989 to 2007,for numerous State, Provincial, and International agencies, including, Washington, Oregon, California, Idaho, Utah, Arizona, New Mexico, Montana, Wyoming, Colorado, North Dakota, South Dakota, Nebraska, Texas, Minnesota, Iowa, Michigan, Arkansas, Louisiana, Wisconsin, Illinois, Indiana, Kentucky, Tennessee, Alabama, Georgia, Florida, North Carolina, South Carolina, Virginia, Pennsylvania, New York, Connecticut, New Jersey, Alaska, Hawaii, District of Columbia, British Columbia, Alberta, Saskatchewan, Ontario, Quebec, New Brunswick, Nova Scotia, Brazil, Argentina, Chile, Ecuador, China, Hong Kong, United Kingdom, Saudi Arabia, Pakistan, and India.

Virtual Weigh Station Development, with agencies in Saskatchewan, Indiana, District of Columbia, City of Saskatoon, Virginia Department of Motor Vehicles.

Remotely Controlled Weigh Station Development, Saskatchewan Highways and Alberta Infrastructure.

Long Term Pavement Performance (LTPP) Project, 2007, United States Department of Transportation. A 5 year design, supply, install and maintain project, including data collection and hosting services with a total value of US$14 Million.

SOFTWARE LICENSE AGREEMENT
("Agreement")

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

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

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

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS.

1.1 "Authorized Representative" means an individual employee of a party who is authorized by such party to enter into agreements on behalf of such party.

1.2 "Derivative Work" means any work based upon the Licensed Product, including without limitation, any modification, revision, port, translation, abridgment, condensation or expansion of the Licensed Product or any form in which the Licensed Product is recast, transferred, transformed or adapted, which, if prepared without the rights granted under this Agreement, would result in copyright infringement.

1.3 "Documentation" means any documentation or materials including, without limitation, reference, user, installation, systems administrator and technical guides relating to the use of the Licensed Product.

1.4 "Escrowed Materials" means, at any given time, the Source Code which is deposited in trust with the Licensee, releaseable only in accordance with Section 3 of this Agreement.

1.5 "Installation" means each Licensee computer on which the Licensed Product is installed, or from which a Licensed Product is accessed from a Server.

1.6 "Licensed Product" means the software described in Schedule A in object code form together with the Documentation. The software includes third-party software only as specified in Schedule A.

1.7 "Release Condition" has the meaning ascribed to such term in Section 3.1 hereof.

1.8 "Purchase Order" means the purchase order issued by the Licensee to the Licensor.

1.9 "Server" means a computer storage device which contains information, software, documentation and/or data which are accessible to other computers through a network or other connection.

1.10 "Site" means the physical plant, factory, office or other building or real property owned or occupied by the Licensee, as specifically set forth in the Purchase Order.

1.11 "Source Code" means a complete copy of the source code version (human readable, uncompiled set of instructions) of the Licensed Product, appropriately labeled to denote the version or release thereof, and the currency date thereof, in each of:

1.11.1 machine readable form on machine readable storage medium suitable for long term storage and in an executable form compatible with the computer system then being used by Licensor and which, when compiled, will produce the object code version of the Licensed Product, and

1.11.2 human readable form with annotations in the English language on bond paper suitable for long term archival storage.

1.12 "Term" means the term of this Agreement, which is from the Effective Date until it is terminated in accordance with section 12 of this Agreement.

2. GRANT OF LICENSE FOR LICENSED PRODUCT.

2.1 Licensor hereby grants Licensee, subject to the limitations in Section 2 of this Agreement, a non-exclusive, irrevocable, non-transferable license in the Province/State of _____ for the Term to:

2.1.1 install and use internally the Licensed Product, on its computers and Servers up to the number of installations ordered by Licensee pursuant to the Purchase Order issued by Licensee to the Licensor;

2.1.2 copy and have copied the Licensed Product in random access memory (RAM) as necessary or useful to operate, install, modify, enhance, support, maintain, service, troubleshoot or otherwise use the Licensed Product as permitted hereunder;

2.1.3 make a reasonable number of copies of the Licensed Product solely for archival purposes and for purposes of disaster recovery testing; and

2.1.4 make a reasonable number of copies of the Documentation for internal use.

2.2 Licensee may install the Licensed Product on a Server for purposes of installing and/or running the Licensed Product remotely over a network, provided that Licensee shall ensure that the maximum number of copies of the Licensed Product in simultaneous use on such network does not exceed the number of installations permitted by the Purchase Order. Such network may be temporary or permanent.

2.3 Licensee shall have the right to relocate the Licensed Product, either temporarily or permanently, to any replacement computer, Server and/or Site with notice of such relocation to Licensor within thirty (30) days thereof and without any charge or fee therefor.

2.4 Except as expressly permitted in this Agreement, Licensee shall not (and shall not allow a third party to, (i) reverse engineer, decompile, or disassemble the Licensed Product or any portion thereof, or otherwise derive the Source Code, (ii) remove any product identification, copyright or other proprietary notices from the Licensed Product or fail to reproduce in or on any copy thereof, or (iii) disclose to a third party the results of Licensed Product performance benchmarks.

2.5 EXCEPT AS SET FORTH IN SECTION 13, ALL LICENSES GRANTED BY LICENSOR TO LICENSEE ARE "AS IS" AND LICENSOR DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, LIABILITIES, CONDITIONS OR OBLIGATIONS WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION ANY WARRANTY, REPRESENTATION OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

3. ESCROW OF SOURCE CODE.

This section only applies in those situations where the parties have agreed that the Source Code is being escrowed. For this Agreement, the Source Code is being escrowed ___YES ___NO Check here

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

3.1 For the purposes of this Section, a "Release Condition" shall mean:

3.1.1 the Licensor becomes insolvent, is adjudged insolvent or bankrupt (or makes any assignment, petition or proposal in bankruptcy, either voluntarily or involuntarily), makes an assignment or attempts an assignment for the benefit of creditors, or takes the benefit of any statute or law in force for insolvent persons;

3.1.2 the filing by the Licensor of any petition or answer seeking reorganization, readjustment or arrangement of the business of the Licensor under any statute or law relating to bankruptcy or insolvency;

3.1.3 the appointment of a receiver or manager for the business or all or substantially all of the property of the Licensor;

3.1.4 the institution of any proceedings for the liquidation or winding up of the Licensor's business or for the termination of its corporate charter;

3.1.5 the Licensor ceases, or threatens to cease, to carry on business in respect of the Licensed Product;

3.1.6 the sale, assignment or other transfer by the Licensor, without the prior written consent of Licensee, of such of the Licensor's rights in the Licensed Product as would prevent the Licensor from performing its obligations with respect to the Licensed Product under any agreement or arrangement with Licensee; or

3.1.7 the Licensor is in material breach of any of its obligations hereunder.

3.2 Within ten (10) business days of the execution of this Agreement by both parties, the Licensor shall deposit the Escrowed Materials with the Licensee to be held by the Licensee in trust for the benefit of Licensor pursuant to the terms of this Agreement. The Licensor hereby transfers to the Licensee, in trust, all legal title in and to the physical copies of the media on which the Escrowed Materials are stored. The parties acknowledge that the transfer by the Licensor to the Licensee of legal title to the physical copies of the media on which the Escrowed Materials are stored pursuant to this section is not intended to, nor shall it, transfer any intangible rights in or to the Escrowed Materials, other than as set forth in this Agreement.

3.3 Promptly upon its receipt of Escrowed Materials, the Licensee shall place the Escrowed Materials in a locked storage facility suitable for deposits of valuable proprietary assets similar in nature to the Escrowed Materials with appropriately restricted access. The Escrowed Materials shall be segregated from materials which do not form part of this Agreement at a location within the boundaries of _____. The Licensee shall notify the Licensor of the location of such facility and shall thereafter notify the Licensor in writing prior to any change in such location, provided that the location shall not be moved from the _____ without the prior consent of Licensor. The Licensee shall meet or exceed all industry standards for the maintenance and preservation of Escrowed Materials. The Licensee shall not permit any person

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

3.4 Upon the Licensee's determination, acting reasonably, that there has been an occurrence of a Release Condition, Licensee may at any time thereafter give written notice ("Notice of Release") to the Licensor which notice shall:

(a) be labeled "Notice of Release"; and

(b) identify this Agreement and the alleged Release Condition.

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

3.5 If the Licensor desires to dispute a Notice of Release, the Licensor shall, within ten (10) business days following receipt of the Notice of Release, provide Licensee with a notice of dispute including a certificate executed by a senior officer of the Licensor, stating that no Release Condition has occurred ("Dispute Notice") whereupon, unless Licensee withdraws its Notice of Release, the provisions of Article 20 (Dispute Resolution) shall apply. If the Licensee receives the Dispute Notice within the ten (10) business days, the Licensee shall continue to hold the Escrowed Materials in accordance with this Agreement. If the Licensee does not receive the Dispute Notice within such ten (10) business days, or if the Licensor advises the Licensee prior to the expiration of the ten (10) business day period that it concurs with the Notice of Release, the Licensee is authorized and directed to deliver and transfer legal title to the physical copies of the Escrowed Materials (but not the intangible rights in the Escrowed Materials) to Licensee subject to the provisions hereof.

3.6 Upon a release of the Escrowed Materials to Licensee as provided for hereunder, Licensee shall have perpetual, irrevocable, non-exclusive license in the Province/State of _____ to use (or retain a third party to use) the Escrowed Materials in order to create, develop, improve, update, correct, maintain, support, enhance, modify and use the Licensed Product solely for the internal use of Licensee, consistent with the purposes set forth in section 2.1. For greater certainty, the Licensee may not use the Source Code for any commercial purpose, including commercializing the Source Code.

3.7 The Licensee shall defend, indemnify and hold the Licensor and its officers, directors, agents and employees, harmless against all costs, expenses and losses (including legal fees on a solicitor and his own client basis) incurred through claims of third parties against them based on the unauthorized acts or omissions of the Licensee with respect to the escrow of the Escrowed Materials and the release from escrow of the Escrowed Materials.

3.8 In the event that this Agreement is terminated, Licensee shall immediately return the Escrowed Materials to the Licensor.

4. TRAINING.

4.1 The delivery of the Licensed Product includes training for the Licensee's personnel per training session at the Licensee's premises at such times as mutually agreed. In particular (but without limitation):

- training will be organized and delivered by the Licensor, the order of which can be agreed between the Licensee and the Licensor;

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

5. FEES AND PAYMENT TERMS.

5.1 Within ten (10) days of the execution of this Agreement, Licensor shall deliver the Licensed Product to Licensee.

5.2 License fees are included in the purchase price payable under the Purchase Order.

5.3 Licensee is responsible for all taxes, duties and customs fees concerning the subject matter of this Agreement, excluding Licensor's income taxes.

6. ACCEPTANCE.

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

7. OWNERSHIP.

7.1 As between the parties, Licensor retains all title, and all rights and interest in and to the Licensed Product, and any and all copies and portions thereof.

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

8. ASSIGNMENT; TRANSFER.

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

9. CONSEQUENTIAL DAMAGES WAIVER.

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

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

10. LIABILITY LIMITATION.

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

11. INDEMNIFICATION.

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

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

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

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

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

12. TERMINATION.

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

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

13. WARRANTY.

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

14. NOTICES.

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

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

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

Attention:

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

15. CONFIDENTIALITY.

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

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

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

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

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

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

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

15.3.4 is required by law to be disclosed.

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

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

16. PUBLICITY.

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

17. RELATIONSHIP OF THE PARTIES.

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

18. AUTHORITY.

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

19. DISPUTE RESOLUTION.

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

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

19.2 Disputes arising under this Agreement shall be referred immediately to, and settled by, binding arbitration. Within three (3) business days of receipt from the Licensee of the Dispute Notice, the Licensor and Licensee will each appoint an arbitrator, and notify the other party of their choice. In the event that only one of the Licensor or Licensee appoints an arbitrator, then that arbitrator will be the sole arbitrator and his decision will be binding upon both parties. In the event neither party appoints an arbitrator within three (3) business days, then the period for appointment is extended in three (3) business day increments, until either one or both parties have appointed an arbitrator. In the event that an arbitrator is appointed by both parties within the time allowed then, within three (3) business days of the appointment of the second arbitrator, the arbitrators will together appoint a third arbitrator or, failing agreement on the third arbitrator, either the Licensor or Licensee may apply to a Justice of the Court of Queen's Bench of Alberta for appointment of a third arbitrator. Any arbitration pursuant to this Article 19 shall be conducted on an expedited basis and in accordance with the provisions of the *Arbitration Act* (Alberta). The arbitration shall take place in Edmonton, Alberta.

19.3 The decision of the one (1) arbitrator, if only one (1) is appointed, or of two (2) of the three (3) arbitrators, if three (3) are appointed, is binding on all parties. The Licensee shall give prompt effect to any arbitration award, notwithstanding the right of either the Licensor or Licensee to seek, in any court having jurisdiction thereof, enforcement or a stay of any award rendered by the arbitrators.

19.4 Each party shall pay its own costs of arbitration, and the parties shall divide equally the costs and fees of the arbitrators, unless the arbitrators otherwise direct.

20. GENERAL.

20.1 Applicable Law. This Agreement is made in and shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to the conflicts of laws provisions thereof.

20.2 Jurisdiction. The exclusive jurisdiction and venue for any action with respect to this Agreement shall be the provincial and federal courts in the Province of Alberta, and each of the parties hereto submits itself to this exclusive jurisdiction and venue of such courts for the purpose of such action.

20.3 Headings. The section headings herein are provided for ease of reference only and shall have no legal effect.

20.4 Severability. If any provision of this Agreement shall be held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

20.5 Waiver. The failure by a party to exercise any rights hereunder shall not operate as a waiver of such party's right or any other right in the future.

20.6 Amendment. This Agreement may be amended or modified only with the prior written consent of both parties.

20.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

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

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

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

Licensor:	Licensee:
INTELLIGENT IMAGING SYSTEMS INC.	_____
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

SCHEDULE A

DESCRIPTION OF LICENSED PRODUCT

Software

[Insert detailed description of the Licensed Product]

SCHEDULE B

TRAINING TO BE PROVIDED BY LICENSOR ON DELIVERY OF LICENSED PRODUCT

Smart Roadside™

Automated Electronic Screening System

Revolutionizing
the delivery of
Highway Safety.

intelligent imaging systems

intelligent imaging systems

formerly Thermal Eye Technologies Inc.

6325 Gateway Blvd NW, Suite 170 Edmonton, Alberta T6H 5H6

Month Day Year

Department
City, State

Sample IIS Support & Maintenance Services (SMS) Proposal
For SRIS Sites

Dear Sir,

Intelligent Imaging Systems (IIS) is pleased to offer you scope and pricing for our Support & Maintenance Services (SMS) plan. This approach to budgeting preventative maintenance, will guarantee <state name> the continuity of its Smart Roadside Inspection System (SRIS) CVE Program by decreasing to a minimum any unexpected hardware and software downtime of any of its current roadside technology assets.

SMS PLAN – Pricing Summary

The following table presents a summary of the pricing for maintenance of your existing sites. Details of all hardware and software covered by the SMS plan at each of the THP technology sites is contained in the general proposal.

Year	Sites off of Warranty Included	Total Annual Price
2016 (July 2016 to June 2017)	<XXXXX>	/year
2017 (July 2016 to June 2017)	<XXXXX>	/year

For a more detailed list of all services included in the SMS Plan, please refer to the IIS SMS Contract Agreement that follows.

As you will note, we have included pricing tables for key system component, additional systems, and system add-ons for future consideration.

If you require additional information on our SMS Plan, please feel to contact me directly.

Best regards,

Intelligent Imaging systems

IIS Support & Maintenance Services (SMS) Proposal
For SRIS Sites

1 Introduction

This proposal presents the scope and pricing of a Support and Maintenance Services(SMS) Plan for Smart Roadside Inspection Program equipment and software installed in the State of <XXXXX>. The proposal represents a comprehensive and proactive approach to ensuring that deployed systems operate to the highest possible standard, with a minimum of unexpected downtime, or reduced function. The SMS program presented will ensure that uptime of the system operation is maintained in a cost effective manner.

2 Equipment Locations and Equipment Covered

The following sites and equipment are covered under this proposal

Technology Site	HW Scope	SW Scope
<XXXXX>	➢ IIS SRIS Lenovo server ➢ IIS SRIS Workstation (monitor, keyboard & mouse) ➢ IIS SRIS ramp pole-mount electronics cabinet ➢ IIS OVC[1] System ➢ VWI System and sensors ➢ Interfaces and Communications to 3rd Party Systems	➢ IIS SRIS Local Service
<XXXXX>	➢ IIS SRIS Lenovo server ➢ IIS SRIS Workstation (monitor, keyboard & mouse) ➢ IIS SRIS ramp pole-mount electronics cabinet ➢ IIS OVC[2] System ➢ VWI System and sensors ➢ Interfaces and Communications to 3rd Party Systems	➢ IIS SRIS Local Service ➢

[1] Overview Camera
[2] Overview Camera

3 Scope of Services

IIS is proposing four main tasks making up the SMS plan as follows:

- Extended Warranty
- Scheduled Maintenance
- Unplanned Repairs
- Software Services

These individual tasks are defined as follows:

3.1 *Extended Warranty*

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

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

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

IIS will not be responsible for Extended Warranty for any damage or equipment failure are presented in Section 3, Limitations

For vehicles resold by IIS from a third party manufacturer, the vehicle standard warranty shall apply.

3.2 *Scheduled Maintenance Service*

Scheduled maintenance will be performed by IIS at regularly scheduled intervals. At these scheduled maintenance inspections, IIS will perform the following tasks:

- Physical check of all system components at the site including
  - Lens cleaning / general cleaning
  - Visual Inspection of wiring and connections
  - Power systems check
  - General electronics hardware check including power supplies
  - Cabinet condition, fans, filters and air conditioning systems

- Verify Operation of Road Sensors
  - Road sensors will be visually inspected at 6 month intervals. If required, road closures will be supplied by IIS and the road sensors will be inspected in detail, including any resealing and maintenance with the exception of distress or failure of the road pavement.
  - Trigger sensor operation and integrity
  - In-road sensor operation and integrity

- End-to-end System testing
  - Imaging system operation
  - Communication systems check
  - Processor check / data check
  - Station workstation check
  - Operational performance test
  - Verify operations of UPS and Power protection systems

- System adjustments and calibration
  - Reset and refocus any out of alignment cameras
  - Ensure backup systems are operational
  - Ensure relevant software upgrades/patches have been applied

- Preventative maintenance report

3.3 *Unplanned Repairs*

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

Contact	Phone	Email
IIS Service Desk	**877-393-3939**	service@intelligentimagingsystems.com or www.intelligentimagingsystems.com

IIS will respond to service requests by contacting the customer, attempting resolution over the phone, and issuing a service ticket where applicable including a unique service number

for tracking, planning and reporting. If the service request is not immediately resolved, IIS will follow up with a service resolution plan.

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

Priority 1 – Emergency
Priority 2 – Critical
Priority 3 – Non-Critical
Priority 4 – Scheduled

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

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

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

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

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

Task	Response Time	Resolution Time
Scheduled Maintenance site visits	N/A	6 Month Intervals
Initial Response to unplanned service call and service ticket issuance (if required)	2 Business Hours	N/A
Remote access to system, and categorization of service request	4 Business Hours	N/A
Priority 1 Service Ticket	8 Business Hours	High priority
Priority 2 Service Ticket	16 Business Hours	Standard Priority
Priority 3 Service Ticket	3 Business Days	Low Priority
Priority 4 Service Ticket	5 Business Days	At Scheduled Service
Service Report and summary	Annually	

Business Hours are defined as Monday to Friday, 0800 to 1700, Eastern Standard Time		

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

3.4 *Software Services*

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

3.4.1 SmartStatus 24x7 Remote System Monitoring

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

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

3.4.2 Unlimited Telephone Support

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

3.4.3 Ongoing Operator Training

Ongoing operator training will be performed once per year at a time and place mutually agreed to by IIS and the customer. This program will include refresher

training on system operation at one location. IIS will supply the necessary training materials and presentation aids. The customer will be responsible for the organization of a suitable training venue if not at a weigh station location. Additionally, IIS offers regular Web based training on IIS Smart Roadside Systems. Customers are encouraged to contact IIS to schedule participation in Web training sessions.

3.4.4 Lifecycle Support

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

3.4.5 Feature Requests

IIS will accept requests by the customer for new features or modifications for Smart Roadside Program Management Systems software. All such requests will be acknowledged by IIS, and may be considered within the IIS product enhancement and development planning process. Feature additions or modifications that are not being implemented across the standard software platform versions will be charged based on standard unit rates (Section 8) authorized by purchase order referencing this SMS contract.

3.4.6 Custom Program Development

IIS has a fully qualified software development team. IIS welcomes the opportunity to work with clients on custom software consulting, design and development projects on a unit rate basis (Section 8) authorized by purchase order referencing this SMS contract.

3.4.7 IT Technical Services

IIS has a fully qualified Information Technology (IT) team. IIS welcomes the opportunity to work with clients on technical infrastructure consulting, design and implementation projects on a unit rate will be charged based on standard unit rates (Section 8) authorized by purchase order referencing this SMS contract.

4 Proposal Limitations

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

- External causes such as accident, abuse, negligence, or environment.
- Problems caused by electrical service.
- Modifications not authorized by IIS.
- Failure to follow the product instructions.
- Problems caused by using accessories, parts or components not supplied by IIS.
- Products with missing or altered services tags or serial numbers.
- Sensor failure resulting from road pavement deterioration.

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

5 Pricing of Support and Maintenance Services

The following table details all hardware and software covered by the SMS plan at each of the technology sites. The annual price listed below is based on the current condition of all components (This pricing table is replicated from page 2 of this document):

The annual SMS fee will be invoiced and paid by IIS quarterly, with the first installment in advance (25% on Signing, and then 25% quarterly thereafter).

6 IIS Standard System Component Price Summary

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

Item	Description	Price
1	IIS Model 382 Integrated Automated License Plate Reader (ALPR) system with integrated housing and mounts	
2	IIS Model 3.0 Automated USDOT Number Reader (AUNR) with integrated illumination enclosure and mounts	
3	IIS Model 2.0 Overview Camera System (OVC), dual camera image capture with integrated housing and mounts	
4	IIS SRIS integrated roadside electronics and enclosure	
5	IIS SRIS Scale-house workstation with large format display and equipment enclosure	
6	IIS Integrated roadside ALPR/AUNR/OVC mounting pole	
7	IIS SRIS Site Software License – Base Version – 3 Device Interface	
8	IIS SRIS Site Software Device – Additional Device Interface	
9	IIS OCR Engine Customization for ALPR	
10	Any associated sub-system, third party hardware, third party software or miscellaneous equipment that is to be integrated as part of an inspection system but not specifically referred to.	

6325 Gateway Blvd NW, Suite 170 Edmonton, Alberta T6H 5H6

7 IIS Standard System Price Summary

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

Item	Description	Price*
1	Commercial Vehicle Inspection System: Product: Thermal Imaging Inspection System- Van Model: IRIS	
2	Commercial Vehicle Inspection System: Product: Thermal Imaging Inspection System- Fixed Model: TIS	
3	Commercial Vehicle Inspection System: Product: Thermal Inspection System- Automated Model: ATIS	
4	Commercial Vehicle Inspection System: Product: Smart Roadside Inspection System Ramp Based ALPR/AUNR/OVC Model: SRIS Ramp	
5	Commercial Vehicle Inspection System: Product: Smart Roadside Inspection System Virtual/Mainline Based ALPR/AUNR/OVC Model SRIS Mainline	
6	Commercial Vehicle Inspection System: Product: Smart Roadside Inspection System Virtual/Mainline Based ALPR/AUNR/OVC/VWI Model SRIS Integrated Mainline to Ramp	

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

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8 IIS Standard Manpower Services Rates

Manpower Category	Standard Office Rate/Hour	Standard Field Rate/Day*	SMS** Field Rate/Day	% Discount off of Standard Rate
Initial Phone Support				
Level I Technical Support				
Level II Technical Support				
Field Service Technician				
Specialized Technical Personnel				
Imaging Engineer				
Mechanical Engineer				
Electrical Engineer				
Project Manager/Engineer				
Senior Systems Engineer				
Senior Product Engineer				
Senior Software Designer/Engineer				

*

Purchasing Divison
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 203623

Doc Description: Electronic Screening System (ESS) for I-64 E Weigh Station

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-29	2016-06-14 13:30:00	CRFQ 0926 PSC1600000002	1

BID RECEIVING LOCATION

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

VENDOR

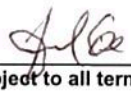
Vendor Name, Address and Telephone Number:

Intelligent Imaging Systems Inc.
Suite 170, 6325 Gateway Blvd.
Edmonton Alberta Canada T6H 5H6

780.461.3355

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Signature X  **FEIN #** 98-0424466 **DATE** June 10, 2016

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

ADDITIONAL INFORMAITON:

Central Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the Public Service Commission of West Virginia (PSC) to establish a One-Time Construction contract for the purchase and installation of an Electronic Screening System (ESS) at the Interstate-64 East Hurricane, WV Weigh Station. This contract is a time sensitive procurement driven by Federal mandates and expiring Federal funds. It is anticipated that the ESS be completely installed, operational and Agency acceptance no later than November 30, 2016 as this is a Federally Funded Project, per the bid requirements, specifications, terms and conditions and pricing as attached.

INVOICE TO	SHIP TO
ADMINISTRATION	ADMINISTRATION
PUBLIC SERVICE COMMISSION	PUBLIC SERVICE COMMISSION
201 BROOKS ST	201 BROOKS ST
CHARLESTON WV25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Complete ESS system	1.00000	LS	$748,000	$748,000

Comm Code	Manufacturer	Specification	Model #
43211718	Intelligent Imaging Systems Inc.	Smart Roadside Inspection System	SRIS10

Extended Description :

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

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-bid Meeting @ 11:00 A.M.	2016-05-20
2	Vendor Question Deadline @ 10:00 A.M.	2016-05-30

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions