



NEW MEXICO DEPARTMENT OF PUBLIC SAFETY

POST OFFICE BOX 1628 • SANTA FE, NEW MEXICO 87504-1628



SUSANA MARTINEZ
GOVERNOR

GORDEN E. EDEN, JR.
CABINET SECRETARY

ROBERT W. SHILLING
CHIEF / DEPUTY SECRETARY
LAW ENFORCEMENT OPERATIONS

PATRICK M. MOONEY
DEPUTY SECRETARY
STATEWIDE LAW ENFORCEMENT
SERVICES AND SUPPORT

OFFICE OF THE SECRETARY
505 / 827-3370

OFFICE OF THE CHIEF
NEW MEXICO STATE POLICE
505 / 827-9219

OFFICE OF THE DEPUTY SECRETARY
505 / 827-9277

ADMINISTRATIVE SERVICES
505 / 827-3332

INFORMATION TECHNOLOGY
505 / 827-9262

MOTOR TRANSPORTATION POLICE
505 / 476-2457

SPECIAL INVESTIGATIONS
505 / 841-8053

TECHNICAL SUPPORT
505 / 827-9221

TRAINING AND RECRUITING
505 / 827-9251

August 1, 2012

ACLU
P.O. Box 566
Albuquerque, NM

Dear Mr. Allen,

Please see below to regarding your Public Records Request.

#1 – there is no policy for storing and sharing data

#2 – All documents attached

#3 – a. The NMDPS-MTPD Smart Roadside Inspection System utilizes multiple sensors to identify and screen commercial motor vehicles for safety and registration. Data obtained is Commercial Motor Vehicle Safety information, Demographic data of a motor carrier, Safety Ratings of motor carriers, Registration status of the vehicle and the carrier, fuel tax status, License plate verification (NCIC), Performance Registration Information Systems Management (PRISM) Safety related information on commercial carriers.

b.

c. MTP currently has 13 fixed sites and 2 mobile readers (one trailer & one Van).

d. No patrol vehicles are equipped with ALPR Technology

e. 13

- Lordsburg POE I10 EB MM 23 (Ramp)
- Lordsburg POE I10 WB MM23 (Virtual)
- Anthony POE I10 WB MM 159 (Ramp)
- Anthony POE I10 EB MM 159 (Virtual)
- San Jon POE I40 WB MM 356 (Ramp)
- San Jon POE I40 EB MM 356 (Virtual)
- Gallup POE I40 EB MM 12 (Ramp)
- Gallup POE I40 WB MM 12 (Virtual)
- SR392 MM 2 WB (Virtual)
- Lordsburg I10 Exit 20 (Virtual)
- Lordsburg I10 Exit 24 (Virtual)



CALEA
ACCREDITED LAW ENFORCEMENT AGENCY



NEW MEXICO
CENTENNIAL
1912-2012

- Raton POE I25 SB MM 460 (Ramp)
- Raton POE I25 NB MM 460 (Virtual)

f. Reads License Plates and USDOT number for registration and commercial vehicle safety purposes. Verifies NM Weight Distance Tax Compliance, safety and credentialing information for interstate commercial vehicle operations.

- #4 – a. Commercial vehicle safety information, vehicle registration information (NCIC)
- b. 6 months
- c. 6 months
- d. unknown

- #5 – a. monitor safety fitness of motor carriers and legal operations of motor carriers
- b.
- b. obtain safety and credentialing information for commercial carriers and vehicles.
- c. N/A
- d. MTP employees, all MTP employees who enforce commercial vehicle regulations must have access to obtain safety information.
- e. No system

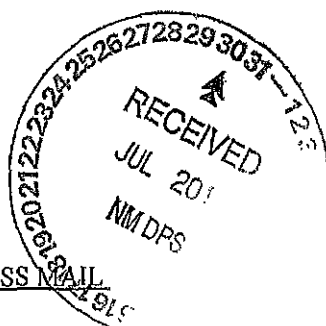
- #6 – a.
1. Federal Motor Carrier Safety Administration Commercial Vehicle Safety data
 2. NM Weight Distance Tax information- this data set only includes whether a carrier or vehicle is compliant with the weight distance tax. No other tax information is available.
 3. Motor carrier registration data- International Registration Plan (IRP), International Fuel Tax Agreement (IFTA), and PRISM data
 4. NCIC check on license plate for stolen commercial motor vehicles or stolen commercial motor vehicle license plates
- b. no databases
- c. NM Taxation & Revenue access' MTPD data for the purposes of compliance with the NM Weight Distance Tax.
- d. NM Taxation & Revenue Department (ATTACHED)

#7 – NMDPS-MTPD accesses the following Federal Motor Carrier Safety Administration's commercial motor vehicle safety databases:

- SAFER
- PRISM
- MCMIS

NMDPS-MTPD accesses the NCIC database for stolen commercial motor vehicles and/or stolen commercial motor vehicle license plates

#8 – training materials attached



July 30, 2012

VIA EMAIL AND FIRST CLASS MAIL

Regina Chacon
Records Custodian
New Mexico Department of Public Safety
PO Box 1628
Santa Fe, NM 87504-1628

Re: Public Records Request / Automatic License Plate Readers

Dear Ms. Chacon,



This letter is a request under the Inspection of Public Records Act NMSA 1978 § 14-2-1 et. seq. by the American Civil Liberties Union of New Mexico. This request seeks records regarding automatic license plate readers (ALPRs) used by the New Mexico Department of Public Safety (DPS). ALPRs are also sometimes referred to as Automatic Vehicle Identification, Car Plate Recognition or License Plate Recognition equipment and/or software. This records request uses ALPR in reference to any of this technology.

Records Requested

Please provide copies of the following records created from January 1, 2006 to the present:

1. All records regarding DPS's policies, practices and procedures for procuring and using ALPR technology, and for storing, accessing and sharing data obtained through ALPR technology;
2. All records regarding the procurement of ALPR technology by DPS, including
 - a. sources of funds used to pay for ALPR technology;
 - b. invoices for the purchase of ALPR technology;
 - c. local government approval for any ALPR purchase;
 - d. interactions with vendors, suppliers and potential suppliers of ALPR technology, including materials and fact sheets supplied by vendors describing their products;
3. All records regarding the use of ALPR technology by DPS, including
 - a. what types of data are obtained;
 - b. number of license plates scanned and/or read in a given time period (day, month, year, etc.);
 - c. the number of ALPR units or systems acquired;
 - d. the number of vehicles equipped with ALPR technology;
 - e. for stationary deployments, the number and physical location of ALPR units;
 - f. the technical capabilities of the ALPR units;
4. All records regarding the storage of data obtained using ALPR technology by DPS, including
 - a. what types of data are stored for any period longer than an hour;
 - b. how long data is stored;
 - c. when data must be discarded;

- d. how many individual license plate scan records your agency currently stores;
5. All records regarding access to ALPR data by DPS, including
 - a. the legal justification required before an individual accesses ALPR data;
 - b. purposes for which the data may be accessed;
 - c. purposes for which the data may *not* be accessed;
 - d. who may access the data, what procedures they must go through to obtain access, and who must authorize access;
 - e. the existence or non-existence of a system that records who accesses the data and when the data is accessed;
 6. All records regarding the sharing of data obtained through ALPR technology between DPS and other entities, including
 - a. what type of data is shared;
 - b. which databases your agency puts collected ALPR data into;
 - c. third parties, governmental or private, that may access your agency's ALPR data, including what procedures third parties must go through in order to access the data and any restrictions placed on third parties regarding further sharing of your ALPR data;
 - d. any agreements to share ALPR data with outside agencies, corporations or other entities;
 7. All records regarding the DPS obtaining ALPR data from third parties, including which databases your agency can access;
 8. All training materials used to instruct members of DPS or affiliated entities in ALPR deployment, data management, or operation of automated records systems that contain ALPR data to which any member of your agency has access, including regional or shared ALPR databases.

If the request encompasses exempt information that your agency is not allowed to release, then please either separate or retain the exempt documents or redact that information from documents that are otherwise non-exempt. If documents are exempt because the documents reveal "law enforcement records that reveal confidential sources, methods, information or individuals accused but not charged with a crime" NMSA 1978 §14-2-1 (A)(4), please specify why the information falls under this exception. See Estate of Romero ex rel. Romero v. City of Santa Fe, 2006-NMSC-028, 139 N. M. 671, 137 P.3d 611.

I request that these documents be provided no later than 15 business days from the day this request is sent. Electronic documents are preferred and may be sent to sallen@aclu-nm.org. If your agency only has the capacity to produce hard copies, they are to be sent to me at the following address: ACLU of New Mexico, P.O. Box 566, Albuquerque, NM, 87103. Pursuant to Public Records Law, I agree to pay a reasonable fee for copying the public records. If the charges will exceed \$50.00, please telephone me in advance at (505) 610-4790 so that I may review and agree to such charges. I would ask that a receipt indicating the copying charges for each document be provided.

Please do not hesitate to contact me if you have any questions or concerns. I can be reached by email at sallen@aclu-nm.org or by phone at (505) 610-4790. Thank you in advance for your assistance in this matter.

Sincerely,



Steven Robert Allen
Director of Public Policy, ACLU-NM

Smart Roadside™

Automated Electronic Screening System

Revolutionizing
the delivery of
Highway Safety.

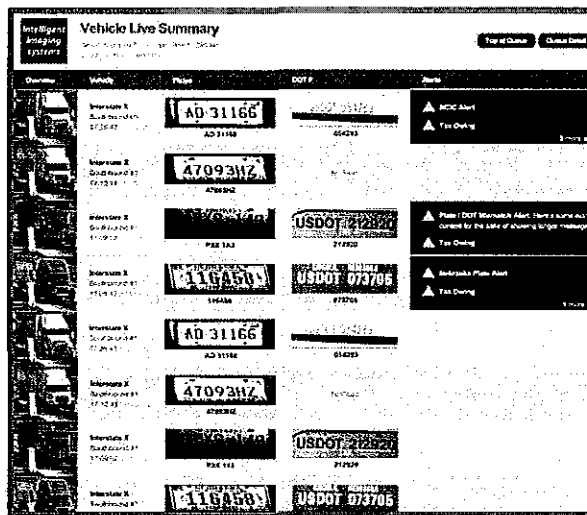
*intelligent
imaging
systems*

Smart Roadside - Description

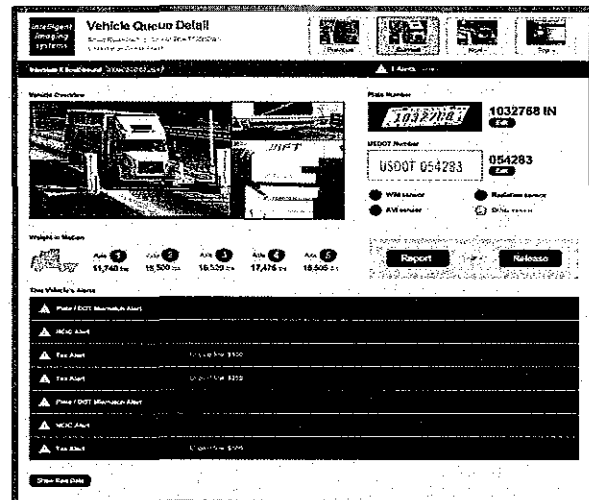
Intelligent Imaging Systems (IIS) is revolutionizing the delivery of highway safety with the introduction of the Smart Roadside Inspection System (SRIS). SRIS is an electronic screening system designed to automatically identify high-risk vehicles from the roadside without interfering in the flow of commerce. SRIS represents a powerful tool for transportation and law enforcement agencies to help improve the efficiency and effectiveness of roadside operations.

Advanced imaging-based inspection systems are integrated with conventional weight and dimensions sensors to automatically screen passing commercial motor vehicles for potential safety and security violations. SRIS represents a leap forward in the capacity of highway safety agencies to effectively

screen high volumes of commercial vehicle traffic at the roadside. Most significantly, SRIS automates safety and security screening, allowing enforcement agencies to focus resources on high-risk vehicles and drivers.



The SRIS electronic screening system supports Federal DOT ITS CVO technology and program initiatives to improve highway safety by connecting critical information systems to the roadside. Data collected from each sensor is pooled into individual vehicle files. IIS SRIS software automatically queries safety and enforcement databases related to a vehicle's license plate (LP) number or USDOT number. Information returned to the operator includes safety credentials, tax status, national insurance verification, state registration information and NCIC related alerts.



Notifications are automatically generated to alert officers and inspectors of suspect or "attention required" vehicles. SRIS offers Commercial Vehicle Enforcement agencies user-defined screening rules to better manage and target enforcement efforts to meet the needs of roadside operations. Studies show that SRIS methodologies are 300% more likely to identify safety and security violations and over 600% more effective than conventional random inspection practices.

Smart Roadside - Benefits

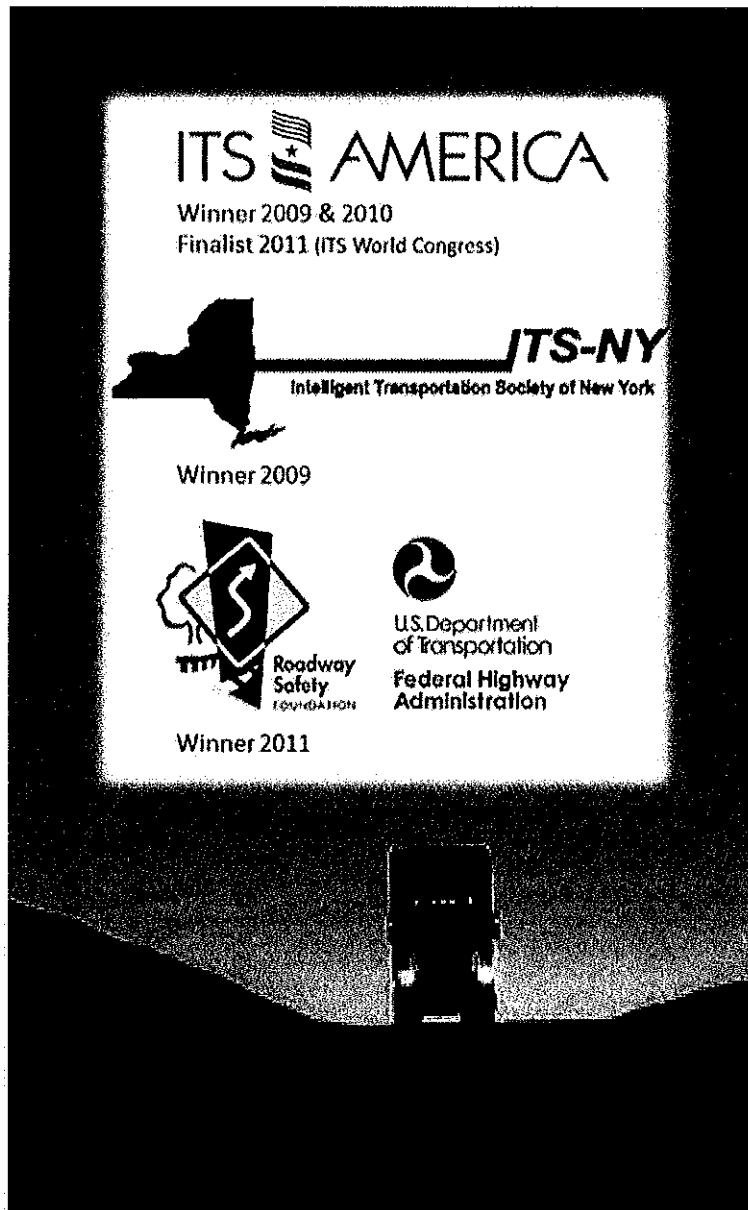
The benefits of deploying and utilizing the SRIS include:

- **Targeted enforcement.** All vehicles are screened as they pass through the portal system. Audio and visual notifications are sent to officers and inspectors regarding those vehicles and carriers requiring "attention". User-defined screening tools cater enforcement to existing resources and mandates.
- **Data collection for analytical reporting and trend analysis.** All vehicle and carrier data is collected locally and at an enterprise level for ease of report generation and data mining.
- **Increased efficiency and effectiveness with the current resources.** Exception-based enforcement tools allow officers and inspectors to use this objective tool to identify high-risk vehicles and carriers in real-time.
- **Does not disrupt the flow of commerce.** Vehicles do not have to stop or slow down through the portal system. Its intrinsic interoperability creates real transportation corridors across different geographical boundaries.

Smart Roadside – Deployment Options

The SRIS can be deployed in various fixed and mobile configurations in order to meet the flexibility required by CMV enforcement operations:

- Fixed SRIS configurations are installed at weigh stations or ports of entry and can be integrated with existing CMV weight/dimension screening systems including Weigh-In-Motion (WIM) and over-height detectors. Situated on the incoming ramp lanes, SRIS sorts and directs high-risk vehicles toward follow-up inspection areas.
- Remote SRIS configurations are deployed at unmanned permanent sites to monitor bypass or secondary routes that do not support manned facilities. Remote inspection systems can be integrated with CMV weight/dimensions screening systems to provide complete electronic screening solutions. The addition of SRIS to existing data collection sites leverages existing infrastructure to create a network of remote enforcement sites. SRIS screening results are relayed downstream to an inspection officer in a patrol vehicle for further investigation. Even when enforcement resources cannot be mobilized to provide live monitoring of these remote screening sites, built-in reporting features provide important information that can be used by management to focus resources where they are needed most.
- Mobile SRIS configurations are vehicle and trailer-based inspection systems designed for easy deployment at temporary and ad hoc inspection areas. Multiple roadside sensors are integrated on ruggedized platforms and designed for easy setup and take-down. Enforcement operations can now screen on any secondary or bypass routes and extend the reach of electronic screening to areas that could not previously support permanent operations.



Is this a high-risk carrier?

**intelligent
imaging
systems**

Toll Free 877.393.3939
Website intelligentimagingsystems.com

Smart Roadside Inspection System (SRIS)

Software User's Guide

v2.0



June 2012

SRIS Software User's Guide

Restricted Proprietary Information

The information disclosed herein is the exclusive property of Intelligent Imaging Systems Inc. and is not to be disclosed without the written consent of Intelligent Imaging Systems Inc. No part of this publication may be reproduced or transmitted in any form or by any means including electronic storage, reproduction, execution, or transmission without the prior written consent of Intelligent Imaging Systems Inc. The recipient of this document by its retention and use agrees to respect the security status of the information contained herein.

This document is intended for limited client circulation. This document may change without notice and acceptance of the contents is based upon verification of update status with Intelligent Imaging Systems Inc.

Copyright © 2012 Intelligent Imaging Systems Incorporated

SRIS Software User's Guide

Contents

1	About SRIS Software	1
2	Network Diagram.....	2
3	Before Using SRIS.....	3
3.1	Turning Off Tabbed Browsing in Firefox.....	3
3.2	Turning Off Tabbed Browsing in Internet Explorer	3
3.3	A Note on Closing Displays	4
3.4	A Note on Common Buttons	5
3.4.1	Settings Screens	5
3.4.2	Save.....	6
3.4.3	Cancel.....	6
3.4.4	Live Summary.....	6
3.4.5	Search	6
3.4.6	Status	6
3.4.7	Settings	6
4	Accessing the Software	7
4.1	Starting SRIS	7
4.2	Logging In to SRIS	7
5	Viewing Summary Data on the Vehicle Live Summary Screen.....	8
5.1	Dashboard	8
5.2	Screen Refresh.....	9
5.3	Specific Vehicle Summary Record	9
6	Viewing Detail Information on the Vehicle Queue Detail Screen	10
6.1	Editing Vehicle Details	11
6.2	Report or Release	11
6.3	Show Raw Data.....	11
7	Searching for Vehicle Records.....	12
7.1	Search.....	13
7.2	Clear Form	13
7.3	Number of Records to Display.....	13
7.4	Station/Lines.....	13
7.5	Has Alerts?.....	14
7.6	License Plate/Jurisdiction	14
8	Displaying Search Results	15
8.1	Print.....	16
8.2	CSV Export	16
8.3	Data Row	16
8.4	Search Criteria	16

SRIS Software User's Guide

9	Vehicle Search Detail Screen.....	16
9.1	Editing Vehicle Details	17
9.2	Hide Raw Data	17
10	Viewing Summary Data at the Dashboard Screen	18
10.1	Vehicle Queue	18
10.2	Lane Summary.....	18
10.3	System Overview	19
10.4	Alert Trend.....	19
11	SmartStatus™ Dashboard screen	19
11.1	Logs.....	20
11.2	Reports	20
11.3	SmartStatus™ Dashboard Details.....	20
12	View Logs from the Logs Screen	20
12.1	Reports	21
12.2	SmartStatus	21
12.3	Selection Criteria	21
12.4	Refresh.....	22
12.5	System Messages.....	22
13	View Reports from the Reports Screen	22
13.1	Logs.....	23
13.2	SmartStatus	23
13.3	Choose Report.....	23
14	Display Settings for <i>User</i> screen.....	23
14.1	Change Password.....	24
14.2	Display Options.....	24
14.3	Lane Filter.....	24
14.4	Alert Type Filter	25
15	Controls.....	25
16	Using Active Directory.....	26
17	Help.....	27
18	Abbreviations and Terms.....	27
19	Quality Information and Revisions	28

SRIS Software User's Guide

Table of Figures

<i>Figure 1: Options Window in Firefox Web Browser.....</i>	<i>3</i>
<i>Figure 2: Internet Options Window in Internet Explorer Web Browser.....</i>	<i>4</i>
<i>Figure 3: Tabbed Browsing Settings Window.....</i>	<i>4</i>
<i>Figure 4: User Login Screen.....</i>	<i>7</i>
<i>Figure 5: Vehicle Live Summary Screen.....</i>	<i>8</i>
<i>Figure 6: Vehicle Queue Detail Screen.....</i>	<i>10</i>
<i>Figure 7: Vehicle Queue Detail screen showing some of the raw data.....</i>	<i>12</i>
<i>Figure 8: Vehicle Search Filter Screen.....</i>	<i>12</i>
<i>Figure 9: SRIS ID Number location</i>	<i>15</i>
<i>Figure 10: Vehicle Search Summary Screen</i>	<i>15</i>
<i>Figure 11: Vehicle Search Detail Screen</i>	<i>17</i>
<i>Figure 12: Dashboard Screen</i>	<i>18</i>
<i>Figure 13: SmartStatus™ Dashboard</i>	<i>19</i>
<i>Figure 14: Logs screen.....</i>	<i>21</i>
<i>Figure 15: Reports screen.....</i>	<i>22</i>
<i>Figure 16: Display Settings for User screen.....</i>	<i>24</i>
<i>Figure 17: Station Controls screen</i>	<i>25</i>

SRIS Software User's Guide

This Page Intentionally Left Blank

SRIS Software User's Guide

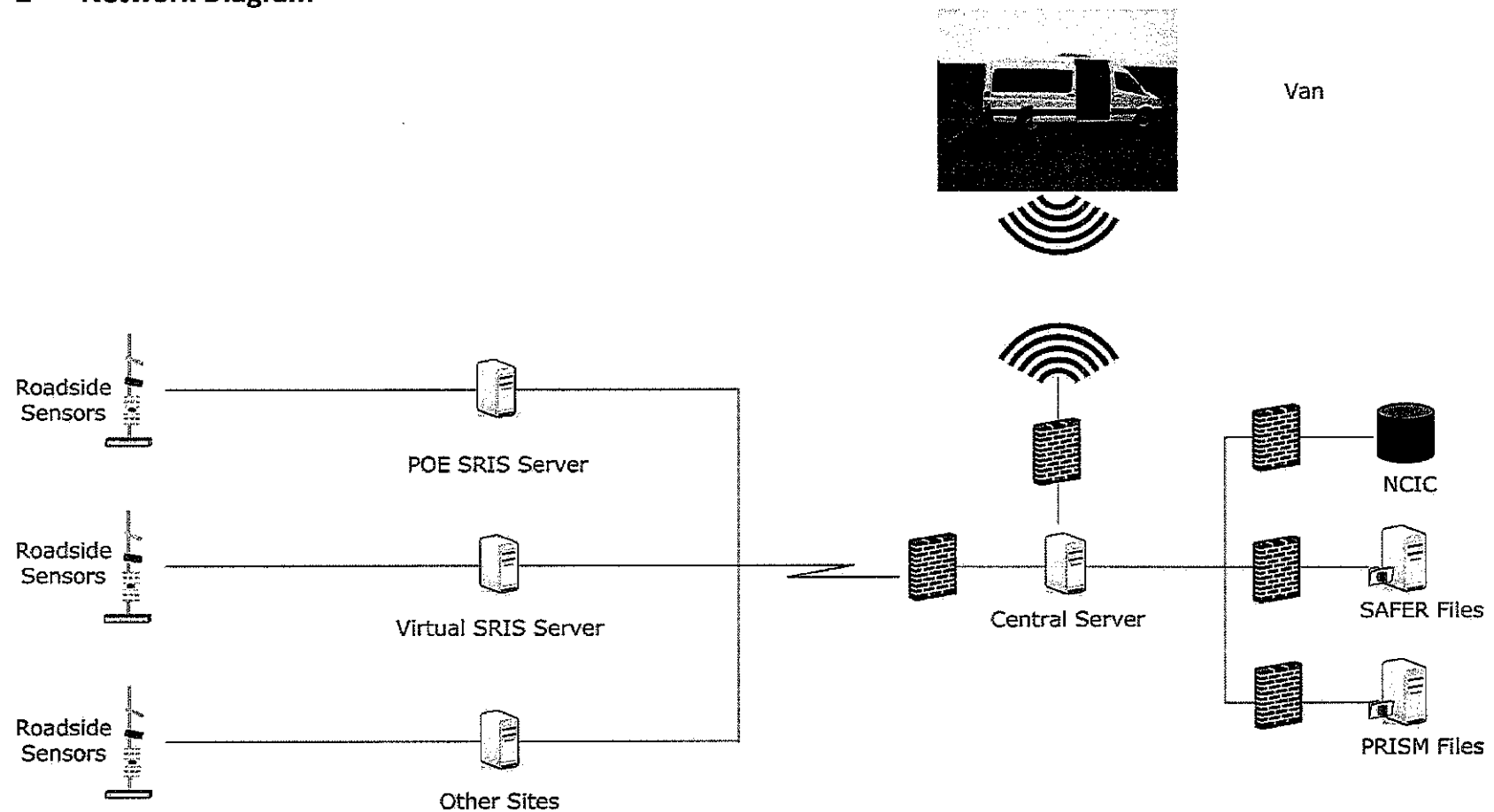
1 About SRIS Software

Smart Roadside Inspection System (SRIS) is a system of sensors and software which allows commercial motor vehicles (CMVs) to be screened while still in motion. This allows for greater efficiency in stopping only those CMVs that require stopping and inspecting. CMVs which pass the screening can be allowed to continue their journey without being held up.

This document describes how to use the software and how to set up the software in terms of access control and features available.

SRIS Software User's Guide

2 Network Diagram



SRIS Software User's Guide

3 Before Using SRIS

Before using SRIS, it is recommended to turn off the tabbed browsing feature in the web browser being used. Tabbed browsing may create a new tabbed screen for every new vehicle detected. Turning the feature off creates a more manageable environment. This action will only need to be performed once.

3.1 Turning Off Tabbed Browsing in Firefox

To turn off tabbed browsing in Firefox:

1. Start **Firefox**.
2. In the web browser, go to **Tools > Options....** The Options window displays.
3. Click **Tabs**.
4. Deselect the **Open new windows in a new tab instead** checkbox to disable tabbed browsing.

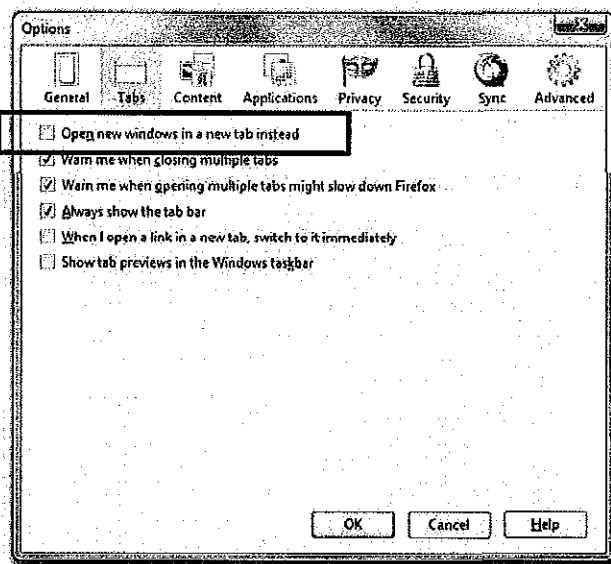


Figure 1: Options Window in Firefox Web Browser

5. There is no need to restart Firefox.

3.2 Turning Off Tabbed Browsing in Internet Explorer

To turn off tabbed browsing in Internet Explorer:

1. Start Internet Explorer (IE).
2. In the web browser, go to **Tools > Internet Options**. The Internet Options window displays.
3. On the **General** tab, in the **Tabs** section, click the **Settings** button.

SRIS Software User's Guide

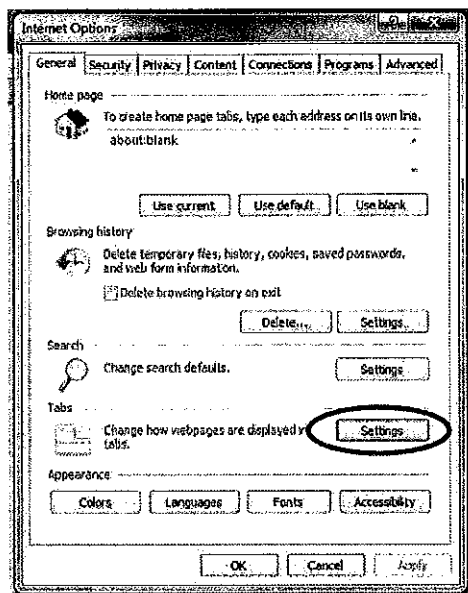


Figure 2: Internet Options Window in Internet Explorer Web Browser

4. Deselect the **Enable Tabbed Browsing** checkbox to disable tabbed browsing.

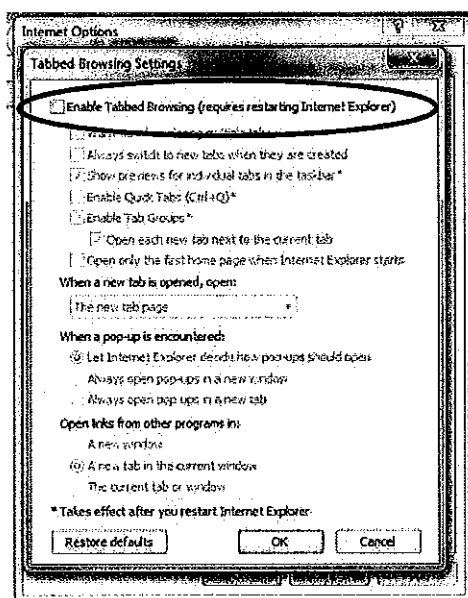


Figure 3: Tabbed Browsing Settings Window

5. Restart Internet Explorer.

3.3 A Note on Closing Displays

The SRIS software is extremely customizable. One of the customizable features is to have screens displayed either in windows, or as a new tab in the current window. There are therefore three ways to close a display depending on how the system is set up.

SRIS Software User's Guide

To close displays in a window:

1. Click the **X** in the upper-right corner of the screen. The Vehicle Live Summary screen displays.

To close the currently active tab:

1. At the right-hand end of the tab you will see an **X**.
2. Click this **X** to close the tab.

To close a tab other than the active one:

1. Position the mouse pointer in the right-hand end of the desired tab at the top of the screen. This will cause an **X** to be displayed.
2. Click this **X** to close the tab.

3.4 A Note on Common Buttons

Many of the screens display the same buttons. To avoid unnecessary duplication of instructions those common buttons are listed below.

The common buttons found at the top of the screens are:

- **Display**
- **Users**
- **System**
- **DBs**
- **Equipment**
- **Alerts**
- **Controls**
- **Save**
- **Cancel.**

The common buttons located at the bottom of all screens are:

- **Live Summary**
- **Search**
- **Status**
- **Settings.**

The buttons available to you may vary depending on the access rights granted to you.

3.4.1 Settings Screens

These buttons are to be found on the Display Settings screen and all the screens available from the Display Settings screen.

To access any of the following settings screens click on the appropriate button:

- **Display**
- **Users**
- **System**
- **DBs**
- **Equipment**
- **Alerts**
- **Controls**

SRIS Software User's Guide

3.4.2 Save

To save the current changes:

1. Click the **Save** button to save any changes made to the current screen.

3.4.3 Cancel

To leave the screen unchanged:

1. Click the **Cancel** button to cancel any changes made to the current screen.

3.4.4 Live Summary

To view the Vehicle Live Summary screen:

1. Click the **Live Summary** button. If the system is set to display the search screen in a new window, clicking this button will cause the Live Summary window to come to the foreground. If the system is set to display the screen as new tab, clicking this button will cause the Live Summary tab to blink.

3.4.5 Search

To create a search for specific requirements:

1. Click on the **Search** button. The Vehicle Search Filter screen is displayed. See Section 7 "Searching for Vehicle Records," on page 12 for a more detailed explanation of the screen.

3.4.6 Status

To view the SmartStatus™ Dashboard:

1. Click on the **Status** button.
2. The SmartStatus™ Dashboard screen is displayed. See Section 11 "SmartStatus™ Dashboard," on page 19 for more information about the SmartStatus™ Dashboard.

3.4.7 Settings

To view the Settings screen:

1. Click on the **Status** button to display a screen from which you can change the settings for:
 - Display
 - Users
 - System
 - Databases
 - Equipment
 - Alerts, and
 - Controls.

SRIS Software User's Guide

4 Accessing the Software

4.1 Starting SRIS

To start SRIS:

1. Type **10.10.10.10\SRIS** into the web address section. The User Login screen displays.

4.2 Logging In to SRIS

The User Login screen allows access to SRIS.

You will not be permitted to login to the system if the level of access assigned to you is insufficient. You may also have access restricted to only one particular station.

Note: The User Login screen may display without having to log in. This occurs if Active Directory login has been enabled on the screen, and the login to Windows has been performed using Active Directory. This causes the User Login screen to be bypassed. For more information, see Section 16 "Using Active Directory," on page 26.



Figure 4: User Login Screen

To log in to SRIS:

1. Enter the following information:
 - Enter your SRIS username:
 - Enter your password:
2. Click the **Login** button. The Vehicle Summary screen displays.

SRIS Software User's Guide

5 Viewing Summary Data on the Vehicle Live Summary Screen

The Vehicle Live Summary screen displays data collected from SRIS and is automatically updated as new vehicles are detected. The Vehicle Live Summary screen is divided into six columns:

- Overview
- Vehicle
- Driver Info (DOT/License/VIN/CDL)
- Clearance and Db Info (DOT/VIN)
- Alerts at [time]

Note: Unprivileged operators will not be able to view the raw data returned from sensors and databases.

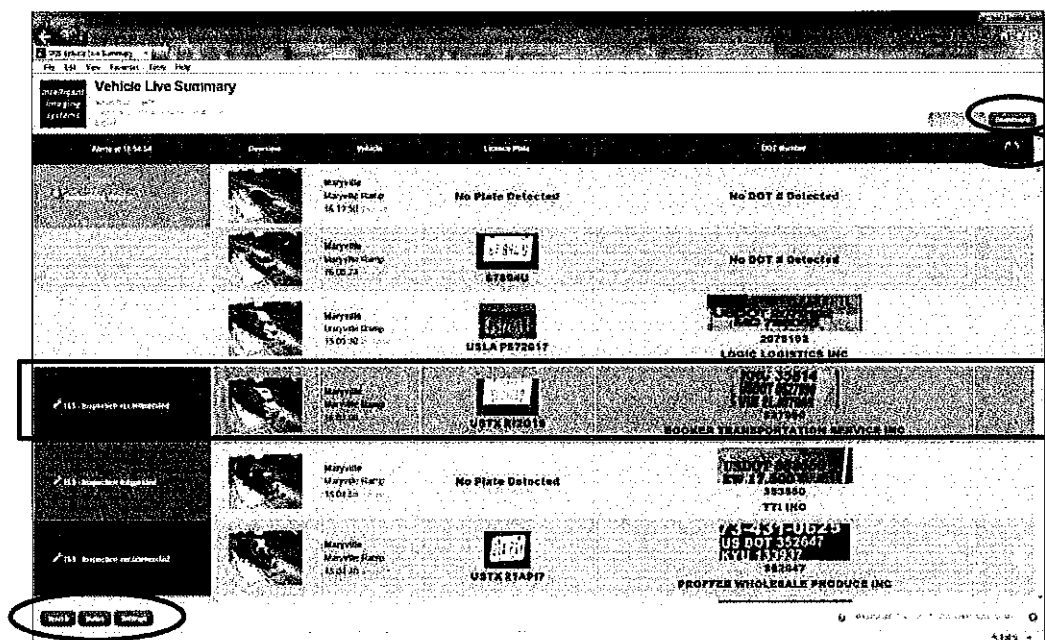


Figure 5: Vehicle Live Summary Screen

Note: Each row is highlighted in green as the cursor moves over the row.

Note: The screen shots shown in this guide reflect the default set up as distributed by Intelligent Imaging Systems. The arrangement of the columns and the data displayed in each column can be changed by a System Administrator. As such the screens in your systems may not match those shown in this guide.

For more information on how to change the layout of screens see Section 14.2 "Display Options," on page 24.

5.1 Dashboard

The **Dashboard** button, located at the top of the screen at the right-hand side, displays the Dashboard screen. When this screen displays it will replace the Vehicle Live Summary screen.

SRIS Software User's Guide

For a more detailed explanation of the Dashboard screen, please refer to Section 10 "Viewing Summary Data at the Dashboard Screen," on page 18.

5.2 Screen Refresh

The screen refreshes automatically every time a vehicle is detected. However, the screen can be refreshed immediately, by using this button, to see the most recently detected vehicle.

To refresh the screen:

1. Click on the **Screen Refresh** button at the top of the right-most column on the Vehicle Live Summary screen to refresh the Vehicle Live Summary screen. The most recent images and data are shown in the top most rows.

5.3 Specific Vehicle Summary Record

Each row displays a summary of each vehicle detected by SRIS. New vehicles are added to the top of the screen.

The screen is highly customizable: for more information please refer to the Administrator's Guide.

The default layout displays the following information:

- **Overview:** this column shows any alerts that the vehicle has generated,
- **Vehicle:** a thumbnail size overview image of the recorded vehicle is displayed in this column,
- **Driver info:** this column displays information about the site and the operator: lane details, date and time, operator name etc.,
- **Clearance & Db Info:** this column shows the data recorded that identifies the vehicle: DOT number, License plate etc.,
- **Alerts at:** this column contains details of the alerts the vehicle has generated,

To view specific vehicle details:

1. Click on a row to display the details of that vehicle. The Vehicle Queue Detail screen displays.

For a more detailed explanation of the Vehicle Queue Detail screen, please refer to Section 6 "Viewing Detail Information on the Vehicle Queue Detail", on page 10.

Note: Selecting a specific vehicle results in those details being displayed in a new window. All subsequent selections of vehicle records are displayed in the same screen, thus replacing the original vehicle details.

SRIS Software User's Guide

6 Viewing Detail Information on the Vehicle Queue Detail Screen

The Vehicle Queue Detail screen shows the selected vehicle's details, including captured images of the vehicle, weigh scale data, alert information, and any vehicle data collected from external databases.

Note: Unprivileged operators will not be able to view the raw data returned from sensors and databases.

To see specific vehicle details in the Vehicle Live Summary screen:

1. Click on a specific row in the Vehicle Live Summary screen to display the details of that row. The Vehicle Queue Detail screen displays.

Note: Selecting another vehicle record displays the new vehicle's details in the same window as the current vehicle selection, overwriting the previous details.

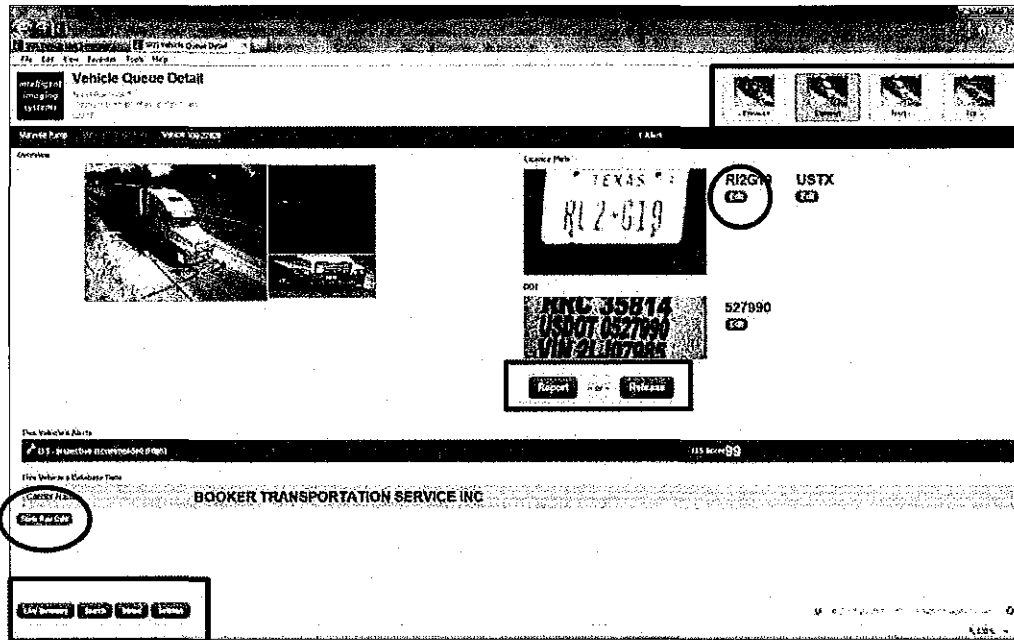


Figure 6: Vehicle Queue Detail Screen

Four navigation buttons are located at the top right of the screen. Each button is a thumbnail image of the overview picture.

- **Previous** click this image to display the Vehicle Queue Detail page for the previous vehicle in the list.
- **Current** this is an image of the vehicle currently selected and displayed.
- **Next** click this image to display the next vehicle that was detected.
- **Top** click this image to display the most recently detected vehicle.

SRIS Software User's Guide

6.1 Editing Vehicle Details

An **Edit** button will display next to any of the fields that have been defined as being editable. This will usually be data from the various sensors in SRIS such as DOT Number, License plate number etc. Data retrieved from databases will not be editable.

It is recommended that sensor data is not edited unless the read data is incorrect.

Note: Editing data may take some time, resulting in the Vehicle Live Summary screen not being refreshed. Therefore, the screen will be refreshed automatically 6 seconds after the **Submit** button is clicked.

To edit Data:

1. Click on the **Edit** button.
2. Enter the required information and click the **Submit** button to accept the change, or click the **Cancel** button to leave the original data unchanged.

6.2 Report or Release

This section allows you to instruct the driver to report to the station house, or to allow him/her to continue.

To note that the driver of the vehicle was asked to report to the weigh scales:

1. Click the **Report** button. The next vehicle record displays.

To note that the driver of the vehicle was not asked to report to the weigh scales:

1. Click the **Release** button. The next vehicle record displays.

6.3 Show Raw Data

Note: Unprivileged operators will not be able to view the raw data returned from sensors and databases.

To display all of the data collected for the vehicle:

1. Click the **Show Raw Data** button in the bottom-left side of the Vehicle Queue Detail screen. Details are displayed including data from external databases.

SRIS Software User's Guide



Figure 7: Vehicle Queue Detail screen showing some of the raw data

7 Searching for Vehicle Records

To search for old vehicle records:

1. Clicking the **Search** button at the bottom of the Vehicle Live Summary screen causes the Vehicle Search Filter screen to display.

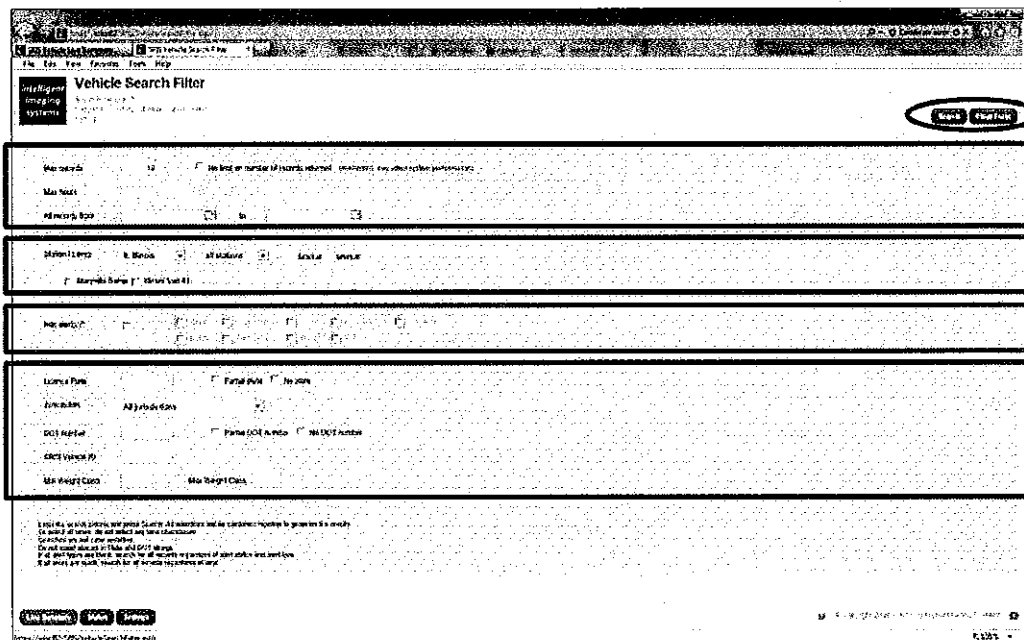


Figure 8: Vehicle Search Filter Screen

SRIS Software User's Guide

7.1 Search

Click the **Search** button to initiate the search based on the criteria specified on the screen. The Vehicle Search Summary screen will be displayed.
For a more detailed explanation of the Vehicle Search Summary screen please refer to Section 8, "Displaying Search Results," on page 15.

7.2 Clear Form

Click the **Clear Form** button to reset the contents to the default values.

7.3 Number of Records to Display

This section specifies how many records to display. You can specify;

- **Max records:** enter the maximum number of records to return,
- **No limit on number of records returned:** click on this check mark box to specify that there is no limit to the number of records the system is to return,

Note: If nothing is specified in the **Max records** text box, SRIS searches for 50 records. Selecting more records than this may adversely affect system performance.
Also, specifying no limit to the number of records to be returned could severely impact the performance of the system.

- **Max hours:** enter the number of hours over which the vehicle records were recorded,
- **All records from:** enter the maximum number of hours over which the vehicle records were recorded within the specified date range. Either click on the calendar to select the date or enter the date in the format YYYY-MM-DD. Optionally you can enter a time in the format hh:mm and additionally optional seconds (ss).

7.4 Station/Lines

In this section you specify the location to be searched.

- **Jurisdiction:** select the required jurisdiction from the drop down list,
- **Station:** select a station from the drop down list. You have the option to select all stations,
- **Select All:** click on this text to select all the lanes listed in the rest of this section of the screen,

SRIS Software User's Guide

- **Ignore All:** click on this text to ignore all the lanes listed in the rest of this section of the screen,
- **Lanes:** select the required lanes using the check mark boxes.

7.5 Has Alerts?

This section allows you to specify any alert criteria for the search.

- **Has alert(s)?:** click on the first check mark box to allow access to the remaining check mark boxes.
- **Bypass, Credential etc.:** click on any combination of the check mark boxes to select the required criteria.

7.6 License Plate/Jurisdiction

In this section enter any particular requirements involving:

- **License plate:** enter the plate string (omit spaces and dashes). This can be a partial or full string.
- **Partial:** click this check mark box to select only plates containing the specified string as a part of a full plate string.
If this check mark box is left unchecked the system will use the entered string as a full plate string and only select records that exactly match the string specified,
- **No plate:** click this check mark box to select only vehicles with no plate detected,
- **Jurisdiction:** select the required jurisdiction from the drop down box. Only plates with this jurisdiction will be selected,
- **Partial:** click this check mark box to select only DOT numbers containing the specified string as a part of a full DOT string.
If this check mark box is left unchecked the system will use the entered string as a full DOT string and only select records that exactly match the string specified,
- **No DOT number:** click this check mark box to select only vehicles with no DOT number detected,
- **SRIS Vehicle ID:** enter the SRIS number of the vehicle required. The SRIS ID number is displayed at the top of the Vehicle Queue Detail screen (see Figure 9, below.)

SRIS Software User's Guide

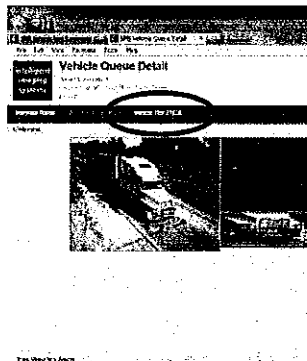


Figure 9: SRIS ID Number location

- **Min Weight Class:** enter the minimum weight class to find. All vehicles of this weight class and above will be included in the search,
- **Max Weight Class:** enter the maximum weight class to find. All vehicles of this weight class and below will be included in the search.

8 Displaying Search Results

Clicking on the **Search** button in the Vehicle Search Filter screen causes the Vehicle Search Summary screen to be displayed.

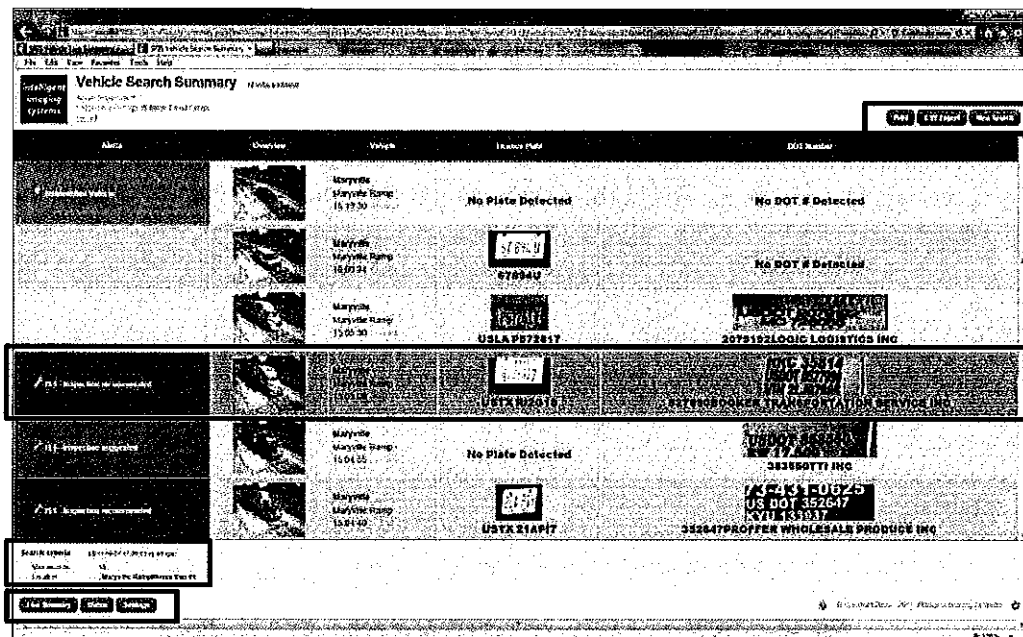


Figure 10: Vehicle Search Summary Screen

This screen is a similar layout to the Vehicle Live Summary screen. The vehicles displayed on this screen have been selected from SRIS history based on the search criteria entered on the Vehicle Search Filter screen. The search criteria used are summarized at the bottom of the screen.

SRIS Software User's Guide

Note: Unprivileged operators will not be able to view the raw data returned from sensors and databases.

8.1 Print

To print vehicle search information:

1. Click the **Print** button at the top of the screen. This will change the page to a printable version of the search screen. To return to the Vehicle Search Summary screen click on your browsers **Back** button.
2. To continue to print: from the browser menu click on **File>Print Preview** to see what the print is going to look like.
3. From the Print Preview menu bar: click on the **Printer** icon to print the pages.

8.2 CVS Export

To export vehicle search information as a .CSV file:

1. Click the **CSV Export** button at the top of the screen.
2. The browser will inform you that there is a file to save or open.

8.3 Data Row

This section of the screen gives a summary of all vehicles which meet the selection criteria. To display more details for a vehicle click on the appropriate row and the Vehicle Search Detail screen will be displayed.

For more details on the Vehicle Search Detail Screen see Section 16, "Vehicle Search Detail Screen," on page 16.

8.4 Search Criteria

This part of the screen displays the search criteria entered on the Vehicle Search Filter screen.

9 Vehicle Search Detail Screen

The Vehicle Search Detail screen is displayed when you click on a row from the Vehicle Search Summary screen.

Note: Unprivileged operators will not be able to view the raw data returned from sensors and databases.

To display specific information from the vehicle search:

1. Click on the appropriate row in the Vehicle Search Summary screen. The Vehicle Search Detail screen is displayed, and is similar to the Vehicle Queue Detail screen.

SRIS Software User's Guide

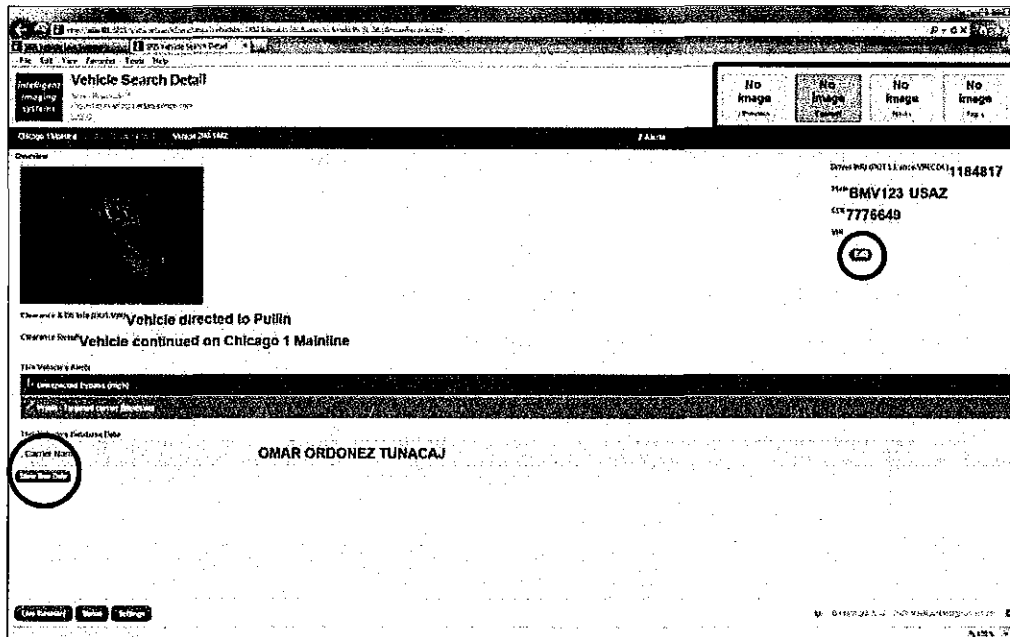


Figure 11: Vehicle Search Detail Screen

Four navigation buttons are located at the top right of the screen.

- **Previous:** click this image to display the Vehicle Details page for the previous vehicle in the list.
- **Current:** this is an image of the vehicle currently selected and displayed.
- **Next:** click this image to display the Vehicle Details page for next vehicle that was detected.
- **Top:** click this image to display the Vehicle Details page for the most recently detected vehicle.

9.1 Editing Vehicle Details

An **Edit** button will display next to any of the fields that have been defined as being editable.

Note: Editing data make take some time, resulting in the data not being refreshed. Because of this the screen will be refreshed automatically 6 seconds after the **Submit** button is clicked.

To edit Data:

1. Click on the **Edit** button.
2. Enter the required information and click the **Submit** button to accept the data, or the **Cancel** button to leave the original data unchanged.

9.2 Hide Raw Data

Note: Unprivileged operators will not be able to view the raw data returned from sensors and databases.

SRIS Software User's Guide

The raw data is displayed by default.

To hide the raw data collected for the vehicle:

1. Click the **Hide Raw Data** button in the bottom-left side of the Vehicle Queue Detail screen to toggle between showing and hiding the raw data. The extra details are hidden from view.

10 Viewing Summary Data at the Dashboard Screen

A summary of the collected data can be seen in a graph view at the **Dashboard** screen.

To view the Dashboard screen:

1. Click the **Dashboard** button at the top right of the Vehicle Live Summary screen. The Dashboard screen displays in the same window in which the Vehicle Live Summary screen was displayed.

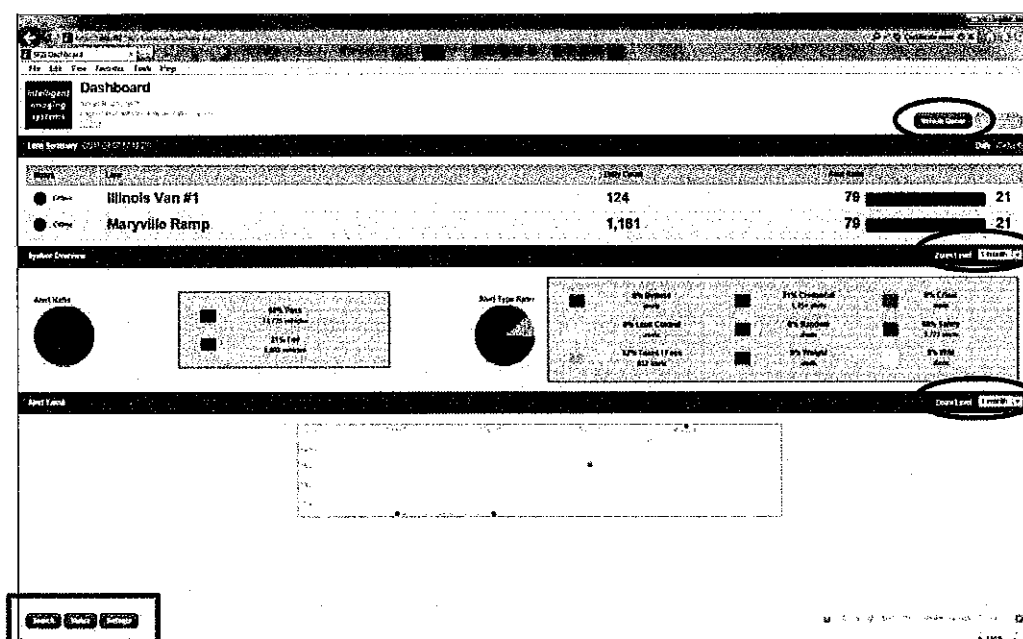


Figure 12: Dashboard Screen

10.1 Vehicle Queue

Click the **Vehicle Queue** button to return to the Vehicle Live Summary screen.

10.2 Lane Summary

This section of the Dashboard screen shows the lanes being monitored by the system. The information displayed includes:

- **Status:** shows whether the lane is online or offline,
- **Daily Count:** shows the number of vehicles that have been detected in the lane for the current day from 12:00 AM to the current time,

SRIS Software User's Guide

- **Alert Ratio:** shows the percentage of vehicles detected that have alerts on them.

10.3 System Overview

This section of the Dashboard screen shows the alert ratio and alert type ratio in pie chart form. The time period covered by the chart can be changed using:

- **Zoom Time:** select the time span covered by the charts from the Zoom Level drop down menu.

10.4 Alert Trend

This section shows a trend line of the number of alerts over a specified time span. The time period covered by the chart can be changed using:

- **Zoom Level:** select the time span for the trend line from the Zoom Level drop down menu.

11 SmartStatus™ Dashboard screen

The SmartStatus™ Dashboard displays a list of system messages created by all the equipment in use at the selected site. This information allows you to monitor equipment and intercept potential problems, or obtain information relating to a current problem.

To view the SmartStatus™ Dashboard:

1. Click the **Status** button at the bottom left of every screen except the SmartStatus™ Dashboard and the screens off it. The SmartStatus™ Dashboard displays in the same window in which the Vehicle Live Summary screen was displayed.

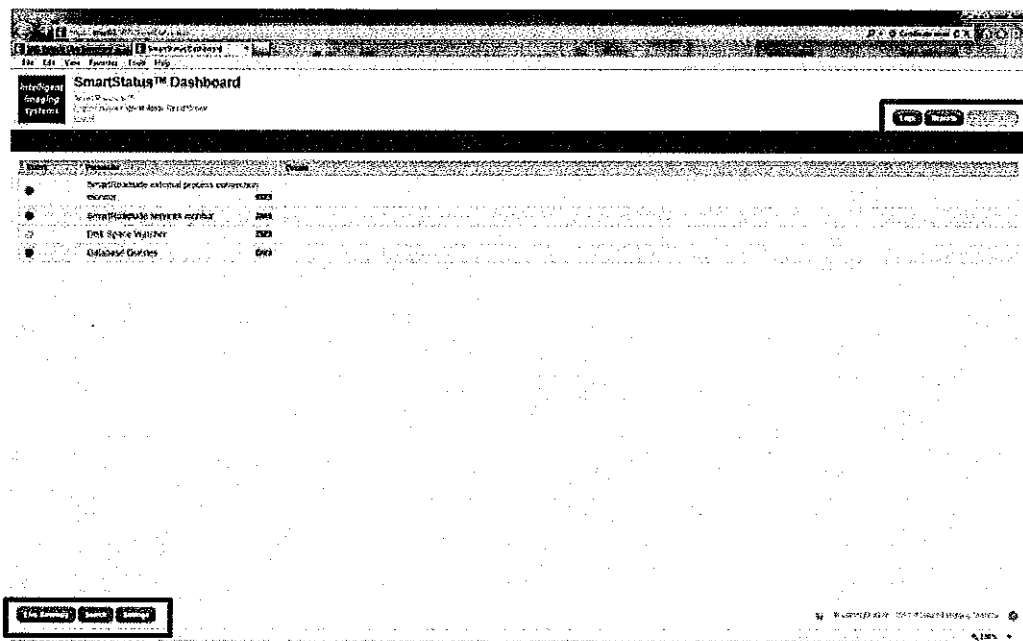


Figure 13: SmartStatus™ Dashboard

SRIS Software User's Guide

11.1 Logs

The Logs screen displays a list of all the system messages created during a specified number of hours. It is also possible to restrict the display so that only errors are displayed.

For a more detailed explanation of the Logs screen please refer to Section 12 "View Logs from the Logs Screen," on page 20.

11.2 Reports

The Reports screen allows you to select from a predefined list of reports and have those reports displayed on the screen.

For a more detailed explanation of the Reports screen please refer to Section 13 "View Reports from the Reports Screen," on page 22.

11.3 SmartStatus™ Dashboard Details

The following columns are displayed;

- **Status:** shows whether the lane is online or offline,
- **Parameter:** shows the parameter being monitored, click the **More** button to see more information about this parameter,
- **Details:** shows any details about the parameter.

12 View Logs from the Logs Screen

The Logs screen displays a list of all the system messages created during a specified number of hours. It is also possible to restrict the display so that only errors are displayed.

To display the Logs screen:

1. Click on the **Logs** button at the top right hand of the SmartStatus™ Dashboard screen or the Reports screen. The Logs screen is displayed (see Figure 14, below.)

SRIS Software User's Guide

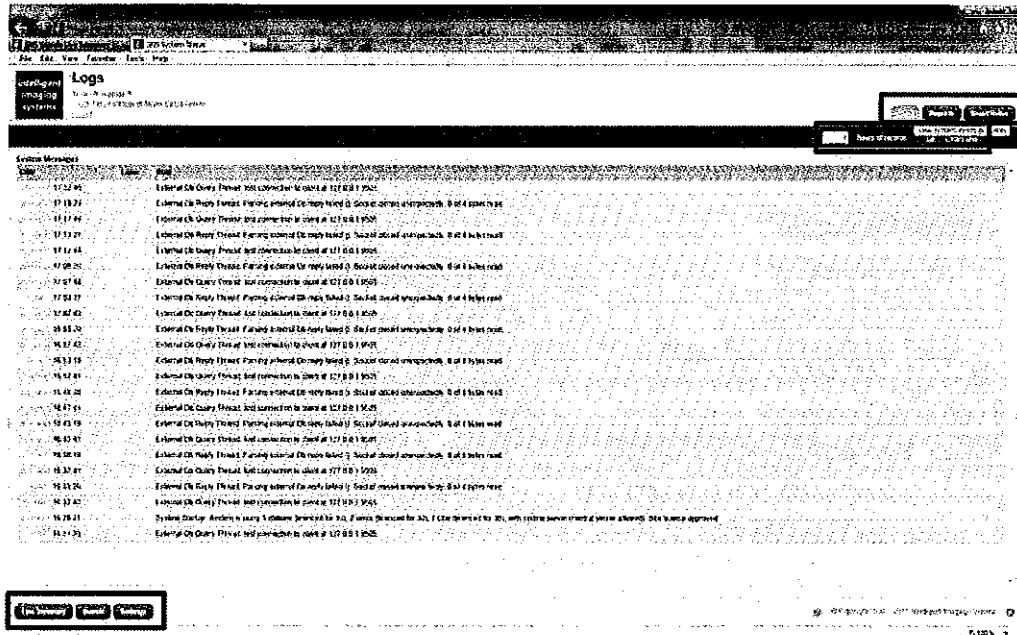


Figure 14: Logs screen

12.1 Reports

Click the **Reports** button to display the Reports screen. The Logs screen will be replaced by the Reports screen.

For a more detailed explanation of the Reports screen please refer to Section 13 "View Reports from the Reports Screen," on page 22.

12.2 SmartStatus

Click the **SmartStatus™** button to display the SmartStatus™ Dashboard. The Logs screen will be replaced by the SmartStatus™ Dashboard.

For a more detailed explanation of the SmartStatus™ Dashboard please refer to Section 11 "SmartStatus™ Dashboard," on page 19.

12.3 Selection Criteria

To enter selection criteria:

- Enter required values into the following fields:
 - Hours of Records:** enter the number of hours of records that you want to be displayed.
 - Errors Only:** click this check mark box to display either a mixture of messages or errors only. When this box is checked the display will contain only errors. When it is unchecked the display will contain all messages generated by the system.

SRIS Software User's Guide

2. Click on the **Refresh** button, which is located to the right of these fields, if changing either of the above fields does not trigger a refresh.

12.4 Refresh

Click on the **Refresh** button to force the screen to be refreshed.

12.5 System Messages

This is the area of the screen where the selected messages will display.

13 View Reports from the Reports Screen

The Reports screen displays the report selected from the drop down box on the top right side of the screen. The reports available are:

- Dashboard Summary,
- Peak alert Times,
- Vehicle Count Per Month, or
- Weekly Summary.

To display the Reports screen:

1. Click on the **Reports** button at the top right hand of the SmartStatus™ Dashboard or the Logs screen. The Reports screen is displayed.

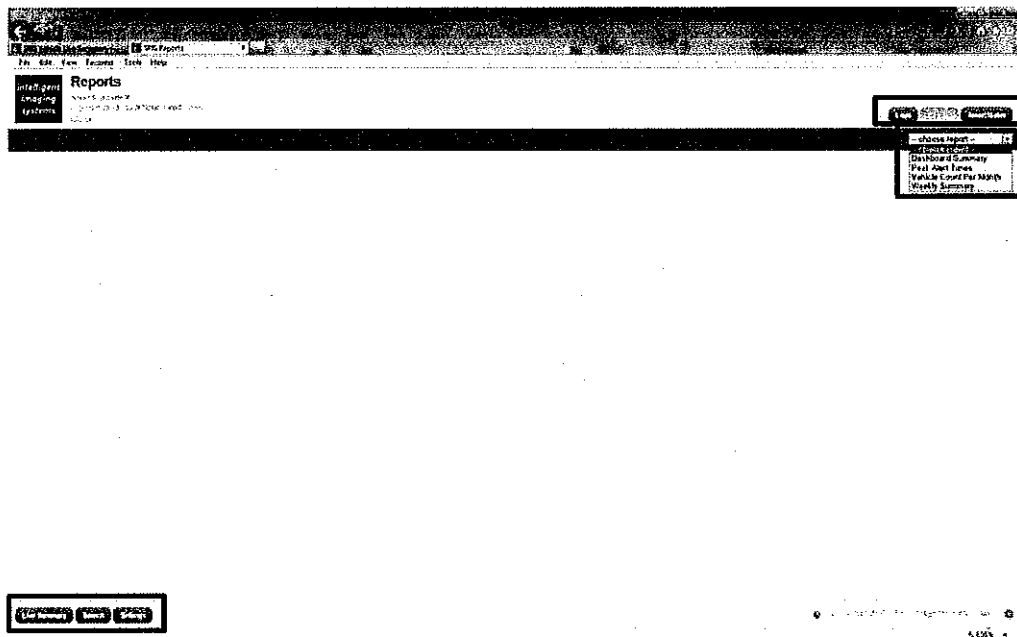


Figure 15: Reports screen

The screen is initially a blank display. It only has content once a report has been selected.

SRIS Software User's Guide

13.1 Logs

Click the **Logs** button to display the Logs screen. The Reports screen will be replaced by the Logs screen.

For a more detailed explanation of the Logs screen please refer to Section 12 "View Logs from the Logs Screen," on page 20.

13.2 SmartStatus

Click the **SmartStatus** button to display the SmartStatus™ Dashboard. The Reports screen will be replaced by the SmartStatus™ Dashboard.

For a more detailed explanation on the SmartStatus™ Dashboard please refer to Section 11 "SmartStatus™ Dashboard," on page 19.

13.3 Choose Report

Use this drop down selection box to choose the report you would like to display. The choices are:

- Dashboard Summary,
- Peak alert Times,
- Vehicle Count Per Month, or
- Weekly Summary.

Additional reports can be created by IIS if required.

To select a report:

1. Click on the drop down box.
2. Select the required report.
3. The report will be displayed in the body of the screen.

14 Display Settings for *User* screen

The Display Settings for *User* screen can be accessed from any screen containing the **Settings** button. As well as being the place for changing your display settings, the screen is also a launching pad for screens that allow you to change settings for:

- Users
- System
- DBs
- Equipment
- Alerts, and
- Controls.

Note: Options on this screen may not be available to you depending on the access level you have been granted.

To display the Display Settings for *User* screen:

1. Click on the **Settings** button.
2. The Display Settings for *User* screen is displayed.

SRIS Software User's Guide

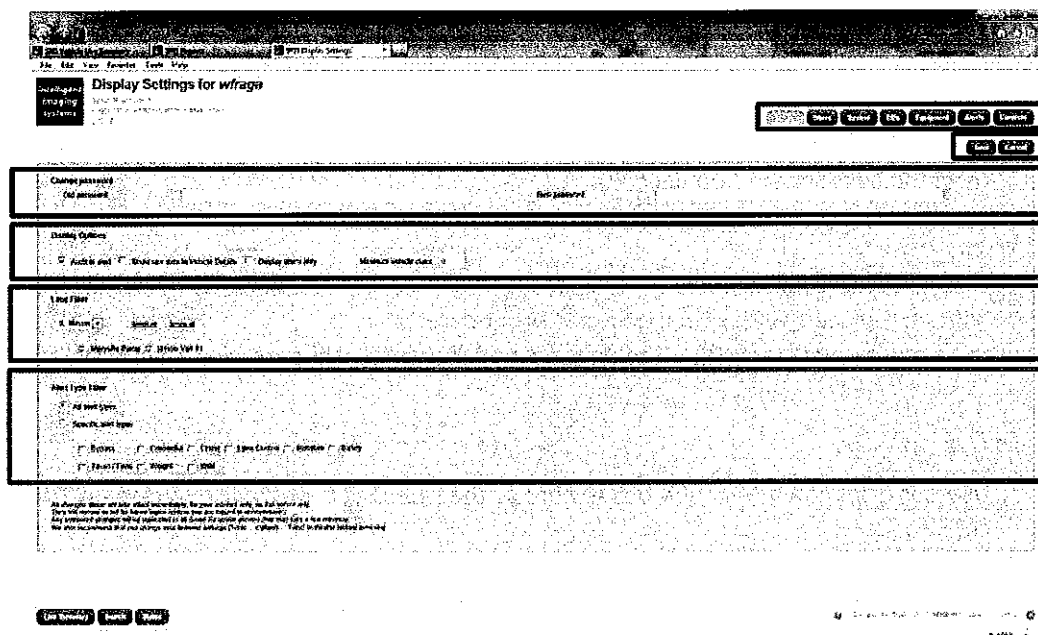


Figure 16: Display Settings for User screen

14.1 Change Password

Use this section to change your password. The change will take effect immediately.

Note: If you are logged in as an Anonymous user changing your password will have no effect.

- **Old password:** enter your current password,
- **New password:** enter your new password,

14.2 Display Options

Note: This option may not be available to you depending on the access level you have been granted.

This section of the screen allows you to change:

- **Audible alert:** to hear a beep when any new vehicle is detected,
- **Show raw data in Vehicle Details:** to display the raw data every time the Vehicle Queue Detail screen displays,
- **Display alerts only:** to hear a beep when a vehicles with an alert is detected, or
- **Minimum Vehicle Class:** to restrict the system from responding to particular vehicle classes.

14.3 Lane Filter

This section allows you to select the location where the data was collected, and any lanes within that location.

- **Select all:** click this text to select all the lanes listed below the text.

SRIS Software User's Guide

- **Ignore all:** click this text to ignore all the lanes listed below the text.
- **Lanes:** click each check mark box to include the associated lane in the search.

14.4 Alert Type Filter

Note: If you are logged in as an Anonymous user any changes made to here will only affect your current session. The original settings will be displayed the next time you login as an Anonymous user.

This section of the screen allows you to specify which types of alert are to be reported.

- **All alert types:** click this radio button to select all the alert types from the list in the lower portion of this section of the screen.
- **Specific alert types:** click this radio button to enable selection of specific alert types from the list in the lower portion of this section of the screen. You must now select the specific alert type(s) you wish to monitor.

15 Controls

This screen allows you to specify whether station defined to SRIS is open, and whether the station can integrate with various SRIS components.

To display the Station Controls screen:

1. From the Display Settings For screen, or any of the screens accessible for it, click the **Controls** button.
2. The Station Controls screen is displayed.

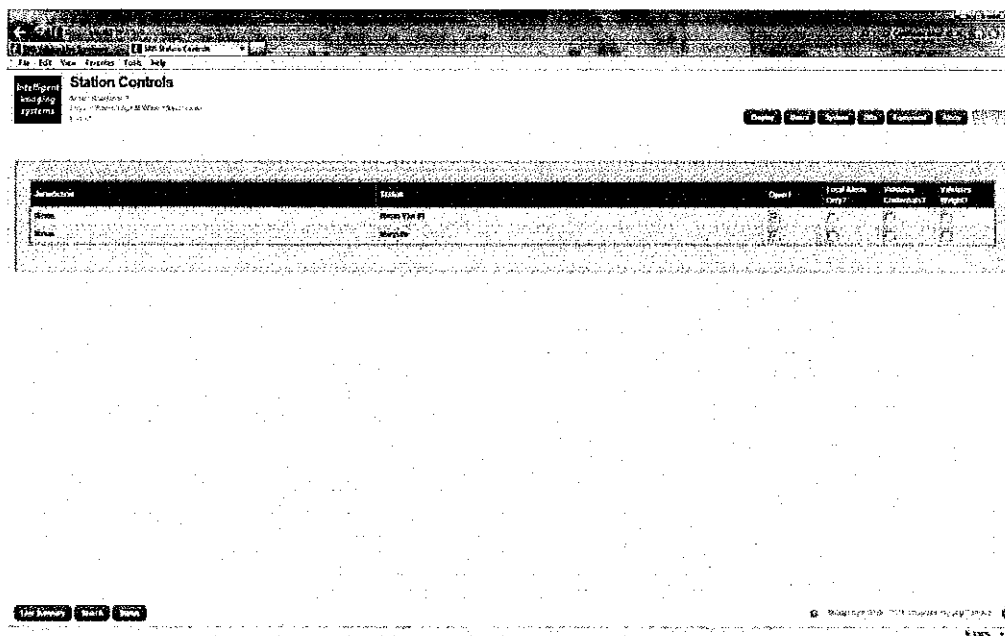


Figure 17: Station Controls screen

SRIS Software User's Guide

The Station Controls screen displays the following details:

- **Jurisdiction:** the name of the jurisdiction of this data row,
- **Station:** the name of the station of this data row,
- **Open?:** click the check mark box to specify that the station is accepting traffic,
- **Local Alerts Only?:** click this check mark box to specify whether to disable all alerts excepts for those specific to this station,
- **Validates Credentials?:** click this check mark box if the station is able to validate DriveWyze™ credentials,
- **Validates Weight?:** click this check mark box is the station is able to validate weight for DriveWyze™.

16 Using Active Directory

Active Directory is a technology to provide network services.

Active directory is used by System Administrators to store information about users, assign security policies, and deploy software.

SRIS uses Active Directory, amongst other things, to automate the login process.

SRIS Software User's Guide

17 Help

Note: Service or updates will be done by IIS personnel.

If you encounter a setup or operational problem, contact IIS by:

- **Phone:** 1.877.393.3939 (toll free) or 1.780.461.3355,
- **Fax:** 1.877.393.8883 (toll free) or 1.780.461.3039, or
- **Email:** info@intelligentimaging.com.

18 Abbreviations and Terms

Abbreviations and Terms	Descriptions
ALPR	Automated License Plate Reader
CDL	Commercial Driver's License
CMV	Commercial Motor Vehicle
.CSV	Comma Separated Value – a standard file format
DB/Db	Database
DOT	Department of Transport
hh:mm:ss	Hours, minutes, seconds
ID	Identification Number
IE	Internet Explorer
IIS	Intelligent Imaging Systems
IP	Internet Protocol – a standard internet transmission protocol
SRIS	Smart Roadside Inspection System
YYYY-MM-DD	Year, month, day
VIN	Vehicle Identification Number

SRIS Software User's Guide

19 Quality Information and Revisions

Document: SRIS Software User's Guide

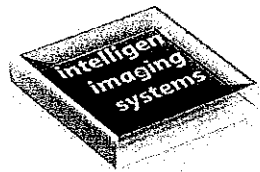
Updated:

Date created: September 2011

Reviewed:

Rev.	Rev. Date	Details	Editor	Change description
1.0	Aug, 2011	FINAL	Garry Griffin	Previous GUI FINAL document
1.9	Aug, 2011	DRAFT	Garry Griffin	Changes for new GUI
2.0	Sep, 2011	FINAL	Garry Griffin	Release 2 FINAL document

Smart Roadside Inspection System (SRIS)
Software
System Administrator's Guide
v2.0



June 2012

SRIS Software System Administrator's Guide

Restricted Proprietary Information

The information disclosed herein is the exclusive property of Intelligent Imaging Systems Inc. and is not to be disclosed without the written consent of Intelligent Imaging Systems Inc. No part of this publication may be reproduced or transmitted in any form or by any means including electronic storage, reproduction, execution, or transmission without the prior written consent of Intelligent Imaging Systems Inc. The recipient of this document by its retention and use agrees to respect the security status of the information contained herein.

This document is intended for limited client circulation. This document may change without notice and acceptance of the contents is based upon verification of update status with Intelligent Imaging Systems Inc.

Copyright © 2012 Intelligent Imaging Systems Incorporated

SRIS Software System Administrator's Guide

Contents

1	About SRIS Software	1
2	Network Diagram.....	2
3	Before Using SRIS.....	3
3.1	Turning Off Tabbed Browsing in Firefox.....	3
3.2	Turning Off Tabbed Browsing in Internet Explorer.....	3
3.3	A Note on Closing Displays	4
3.4	A Note on Common Buttons	5
3.4.1	Settings Screens	5
3.4.2	Save.....	6
3.4.3	Cancel.....	6
3.4.4	Live Summary.....	6
3.4.5	Search	6
3.4.6	Status	6
3.4.7	Settings	6
4	Accessing the Software	7
4.1	Starting SRIS	7
4.2	Logging In to SRIS	7
5	Viewing Summary Data on the Vehicle Live Summary Screen.....	8
5.1	Dashboard	8
5.2	Screen Refresh.....	9
5.3	Specific Vehicle Summary Record	9
6	Viewing Detail Information on the Vehicle Queue Detail Screen	10
6.1	Editing Vehicle Details	11
6.2	Report or Release	11
6.3	Show Raw Data.....	11
7	Searching for Vehicle Records.....	12
7.1	Search.....	13
7.2	Clear Form	13
7.3	Number of Records to Display.....	13
7.4	Station/Lines.....	13
7.5	Has Alerts?.....	14
7.6	License Plate/Jurisdiction	14
8	Displaying Search Results	15
8.1	Print	16
8.2	CSV Export	16
8.3	Data Row	16
8.4	Search Criteria	16

SRIS Software System Administrator's Guide

9	Vehicle Search Detail Screen.....	16
9.1	Editing Vehicle Details	17
9.2	Hide Raw Data	17
10	Viewing Summary Data at the Dashboard Screen	18
10.1	Vehicle Queue	18
10.2	Lane Summary.....	18
10.3	System Overview	19
10.4	Alert Trend.....	19
11	SmartStatus™ Dashboard screen	19
11.1	Logs.....	20
11.2	Reports	20
11.3	SmartStatus™ Dashboard Details.....	20
12	View Logs from the Logs Screen	20
12.1	Reports	21
12.2	SmartStatus	21
12.3	Selection Criteria	21
12.4	Refresh.....	22
12.5	System Messages.....	22
13	View Reports from the Reports Screen	22
13.1	Logs.....	23
13.2	SmartStatus	23
13.3	Choose Report.....	23
14	Display Settings for <i>User</i> screen.....	23
14.1	Change Password.....	24
14.2	Display Options.....	24
14.3	Lane Filter	24
14.4	Alert Type Filter	25
15	User List Screen.....	25
15.1	Add User.....	26
15.2	User information	26
16	Add or Modify User screen.....	26
16.1	User Details	27
17	System Settings screen.....	28
17.1	Station Settings.....	29
17.2	System-Wide Settings.....	29
17.3	Adding and Editing a Station	31
17.4	Adding and Editing a Lane	32
18	DBs (Database Settings) screen	33

SRIS Software System Administrator's Guide

18.1 Database List	34
19 Database Column List.....	34
20 Equipment	36
20.1 Add Equipment.....	36
20.2 Restart System.....	36
20.3 Equipment Data.....	37
20.4 Add or Modify Equipment screen	37
20.5 Equipment Data Records.....	39
20.6 Test	40
21 Alerts Screen.....	40
21.2 Alert Display settings.....	41
21.3 Alert definitions.....	42
21.4 Add Alert	43
21.5 Modify Alert	44
21.6 Add Query	45
21.7 Add Alert	45
21.8 Delete Alert	45
22 Controls.....	46
23 Using Active Directory.....	47
24 Help.....	48
25 Abbreviations and Terms.....	48
26 Quality Information and Revisions	49

SRIS Software System Administrator's Guide

Table of Figures

<i>Figure 1: Options Window in Firefox Web Browser.....</i>	<i>3</i>
<i>Figure 2: Internet Options Window in Internet Explorer Web Browser.....</i>	<i>4</i>
<i>Figure 3: Tabbed Browsing Settings Window.....</i>	<i>4</i>
<i>Figure 4: User Login Screen.....</i>	<i>7</i>
<i>Figure 5: Vehicle Live Summary Screen.....</i>	<i>8</i>
<i>Figure 6: Vehicle Queue Detail Screen.....</i>	<i>10</i>
<i>Figure 7: Vehicle Queue Detail screen showing some of the raw data.....</i>	<i>12</i>
<i>Figure 8: Vehicle Search Filter Screen.....</i>	<i>12</i>
<i>Figure 9: SRIS ID Number location.....</i>	<i>15</i>
<i>Figure 10: Vehicle Search Summary Screen.....</i>	<i>15</i>
<i>Figure 11: Vehicle Search Detail Screen.....</i>	<i>17</i>
<i>Figure 12: Dashboard Screen.....</i>	<i>18</i>
<i>Figure 13: SmartStatus™ Dashboard.....</i>	<i>19</i>
<i>Figure 14: Logs screen.....</i>	<i>21</i>
<i>Figure 15: Reports screen.....</i>	<i>22</i>
<i>Figure 16: Display Settings for User screen.....</i>	<i>24</i>
<i>Figure 17: User List screen.....</i>	<i>25</i>
<i>Figure 18: Add User screen.....</i>	<i>27</i>
<i>Figure 19: System Settings screen.....</i>	<i>28</i>
<i>Figure 20: Station List screen.....</i>	<i>31</i>
<i>Figure 21: Lanes List screen.....</i>	<i>32</i>
<i>Figure 22: Database Settings Screen.....</i>	<i>33</i>
<i>Figure 23: Equipment List screen.....</i>	<i>36</i>
<i>Figure 24: Modify Equipment screen – Also Add.....</i>	<i>38</i>
<i>Figure 25: Successful Equipment Test.....</i>	<i>40</i>
<i>Figure 26: Failed Equipment Test.....</i>	<i>40</i>
<i>Figure 27: Screening Settings Screen.....</i>	<i>41</i>
<i>Figure 28: Screening Settings screen displaying Alert display settings.....</i>	<i>42</i>
<i>Figure 29: Add Alert Screen.....</i>	<i>43</i>
<i>Figure 30: Modify Alert screen.....</i>	<i>44</i>
<i>Figure 31: Delete Alert confirmation screen.....</i>	<i>46</i>
<i>Figure 32: Station Controls screen.....</i>	<i>46</i>

SRIS Software System Administrator's Guide

1 About SRIS Software

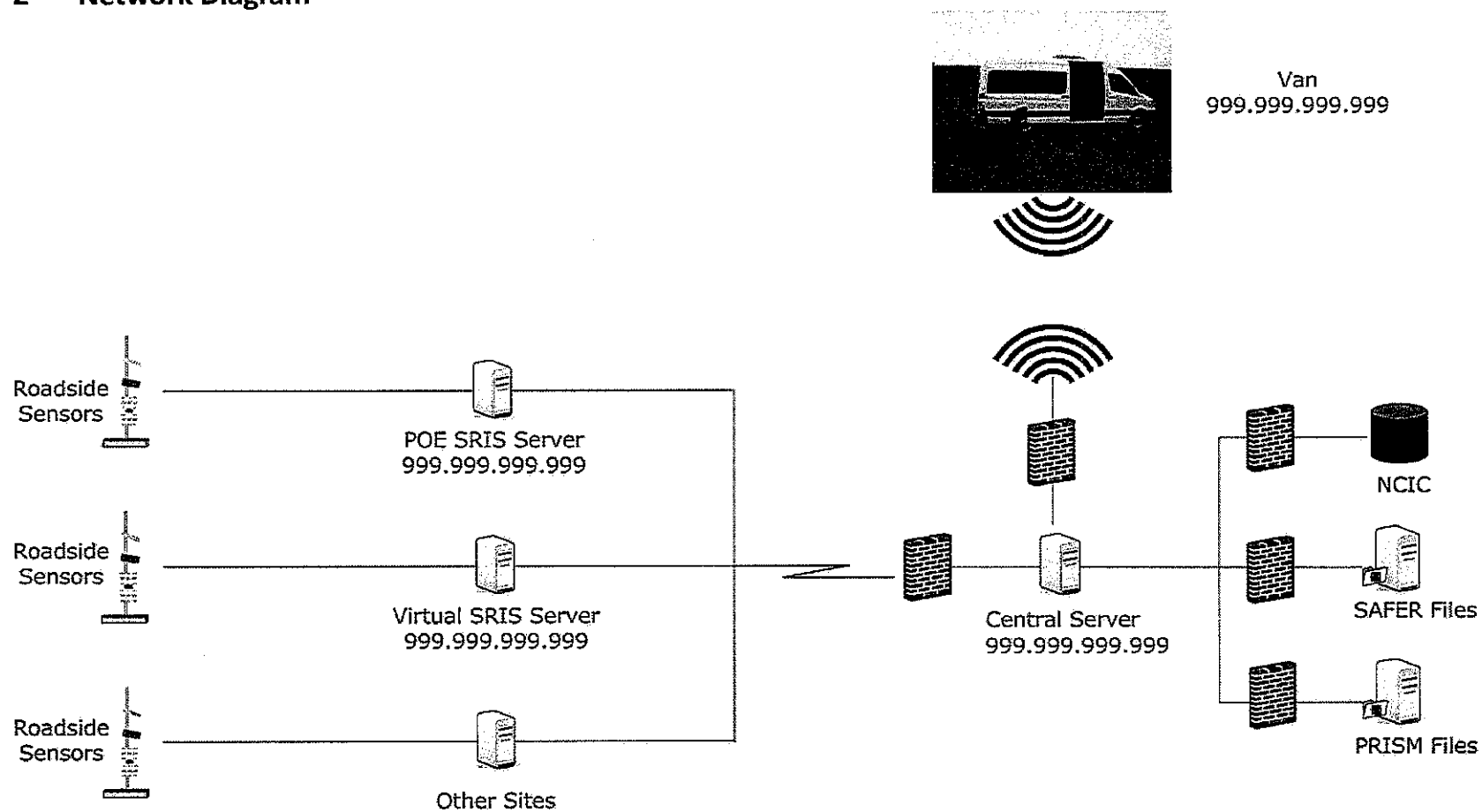
Smart Roadside Inspection System (SRIS) is a system of sensors and software which allows commercial motor vehicles (CMVs) to be screened while still in motion. This allows for greater efficiency in stopping only those CMVs that require stopping and inspecting. CMVs which pass the screening can be allowed to continue their journey without being held up.

This document describes how to use the software and how to set up the software in terms of access control and features available.

This document is intended to be used by System Administrators only. It contains information regarding features to which operators should not have access.

SRIS Software System Administrator's Guide

2 Network Diagram



SRIS Software System Administrator's Guide

3 Before Using SRIS

Before using SRIS, it is recommended to turn off the tabbed browsing feature in the web browser being used. Tabbed browsing may create a new tabbed screen for every new vehicle detected. Turning the feature off creates a more manageable environment. This action will only need to be performed once.

3.1 Turning Off Tabbed Browsing in Firefox

To turn off tabbed browsing in Firefox:

1. Start Firefox.
2. In the web browser, go to Tools > Options.... The Options window displays.
3. Click Tabs.
4. Deselect the **Open new windows in a new tab instead** checkbox to disable tabbed browsing.

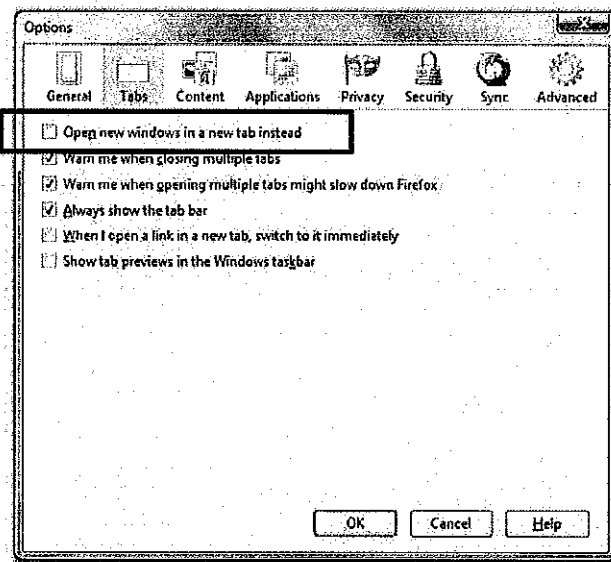


Figure 1: Options Window In Firefox Web Browser

5. There is no need to restart Firefox.

3.2 Turning Off Tabbed Browsing in Internet Explorer

To turn off tabbed browsing in Internet Explorer:

1. Start Internet Explorer (IE).
2. In the web browser, go to **Tools > Internet Options**. The Internet Options window displays.
3. On the General tab, in the Tabs section, click the **Settings** button.

SRIS Software System Administrator's Guide

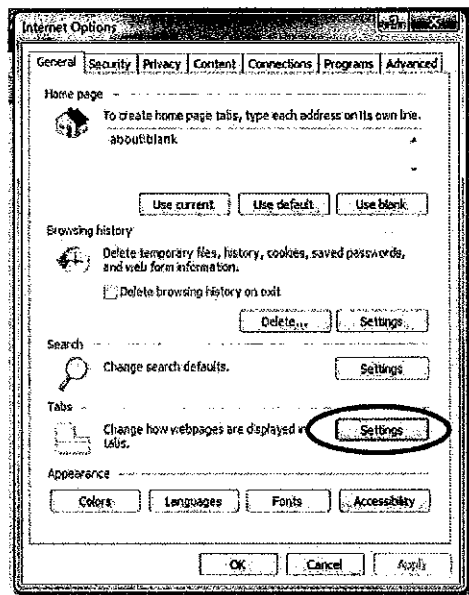


Figure 2: Internet Options Window in Internet Explorer Web Browser

4. Deselect the **Enable Tabbed Browsing** checkbox to disable tabbed browsing.

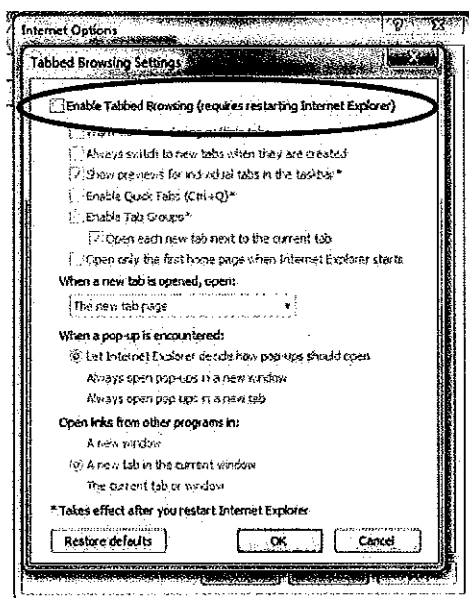


Figure 3: Tabbed Browsing Settings Window

5. Restart Internet Explorer.

3.3 A Note on Closing Displays

The SRIS software is extremely customizable. One of the customizable features is to have screens displayed either in windows, or as a new tab in the current window. There are therefore three ways to close a display depending on how the system is set up.

SRIS Software System Administrator's Guide

To close displays in a window:

1. Click the **X** in the upper-right corner of the screen. The Vehicle Live Summary screen displays.

To close the currently active tab:

1. At the right-hand end of the tab you will see an **X**.
2. Click this **X** to close the tab.

To close a tab other than the active one:

1. Position the mouse pointer in the right-hand end of the desired tab at the top of the screen. This will cause an **X** to be displayed.
2. Click this **X** to close the tab.

3.4 A Note on Common Buttons

Many of the screens display the same buttons. To avoid unnecessary duplication of instructions those common buttons are listed below.

The common buttons found at the top of the screens are:

- **Display**
- **Users**
- **System**
- **DBs**
- **Equipment**
- **Alerts**
- **Controls**
- **Save**
- **Cancel.**

The common buttons located at the bottom of all screens are:

- **Live Summary**
- **Search**
- **Status**
- **Settings.**

The buttons available to you may vary depending on the access rights granted to you.

3.4.1 Settings Screens

These buttons are to be found on the Display Settings screen and all the screens available from the Display Settings screen.

To access any of the following settings screens click on the appropriate button:

- **Display**
- **Users**
- **System**
- **DBs**
- **Equipment**
- **Alerts**
- **Controls**

SRIS Software System Administrator's Guide

3.4.2 Save

To save the current changes:

1. Click the **Save** button to save any changes made to the current screen.

3.4.3 Cancel

To leave the screen unchanged:

1. Click the **Cancel** button to cancel any changes made to the current screen.

3.4.4 Live Summary

To view the Vehicle Live Summary screen:

1. Click the **Live Summary** button. If the system is set to display the search screen in a new window, clicking this button will cause the Live Summary window to come to the foreground. If the system is set to display the screen as new tab, clicking this button will cause the Live Summary tab to blink.

3.4.5 Search

To create a search for specific requirements:

1. Click on the **Search** button. The Vehicle Search Filter screen is displayed. See Section 7 "Searching for Vehicle Records," on page 12 for a more detailed explanation of the screen.

3.4.6 Status

To view the SmartStatus™ Dashboard:

1. Click on the **Status** button.
2. The SmartStatus™ Dashboard screen is displayed. See Section 11 "SmartStatus™ Dashboard," on page 19 for more information about the SmartStatus™ Dashboard.

3.4.7 Settings

To view the Settings screen:

1. Click on the **Status** button to display a screen from which you can change the settings for:
 - Display
 - Users
 - System
 - Databases
 - Equipment
 - Alerts, and
 - Controls.

SRIS Software System Administrator's Guide

4 Accessing the Software

4.1 Starting SRIS

To start SRIS:

1. Type **10.10.10.10\SRIS** into the web address section. The User Login screen displays.

4.2 Logging In to SRIS

The User Login screen allows access to SRIS.

You will not be permitted to login to the system if the level of access assigned to you is insufficient. You may also have access restricted to only one particular station.

Note: The User Login screen may display without having to log in. This occurs if Active Directory login has been enabled on the screen, and the login to Windows has been performed using Active Directory. This causes the User Login screen to be bypassed. For more information, see Section 23 "Using Active Directory," on page 47.

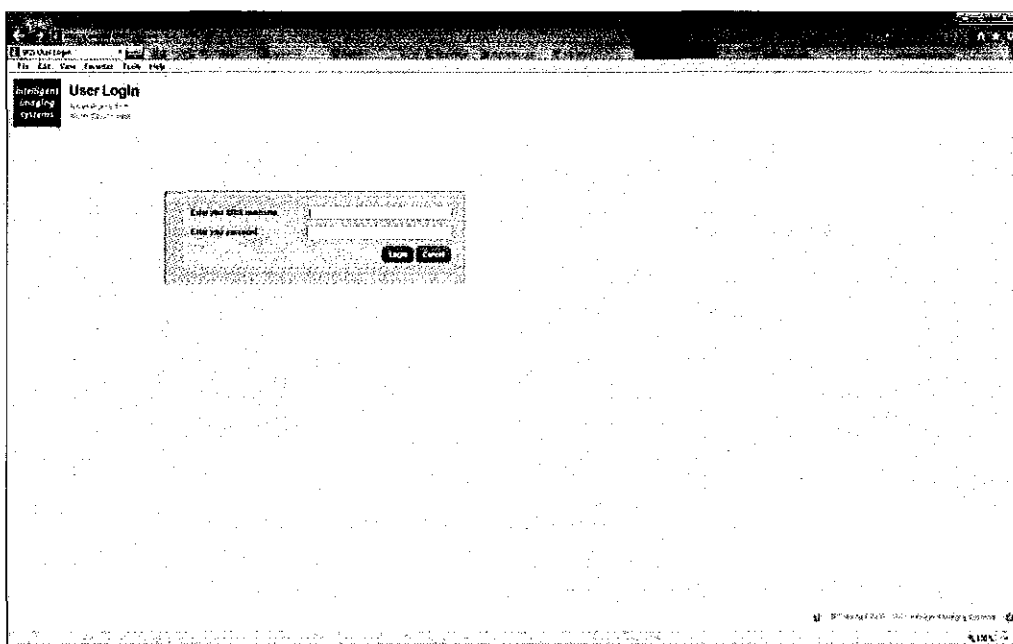


Figure 4: User Login Screen

To log in to SRIS:

1. Enter the following information:
 - Enter your SRIS username:
 - Enter your password:
2. Click the **Login** button. The Vehicle Summary screen displays.

SRIS Software System Administrator's Guide

5 Viewing Summary Data on the Vehicle Live Summary Screen

The Vehicle Live Summary screen displays data collected from SRIS and is automatically updated as new vehicles are detected. The Vehicle Live Summary screen is divided into six columns:

- Overview
- Vehicle
- Driver Info (DOT/License/VIN/CDL)
- Clearance and Db Info (DOT/VIN)
- Alerts at [time]

Note: Unprivileged operators will not be able to view the raw data returned from sensors and databases.

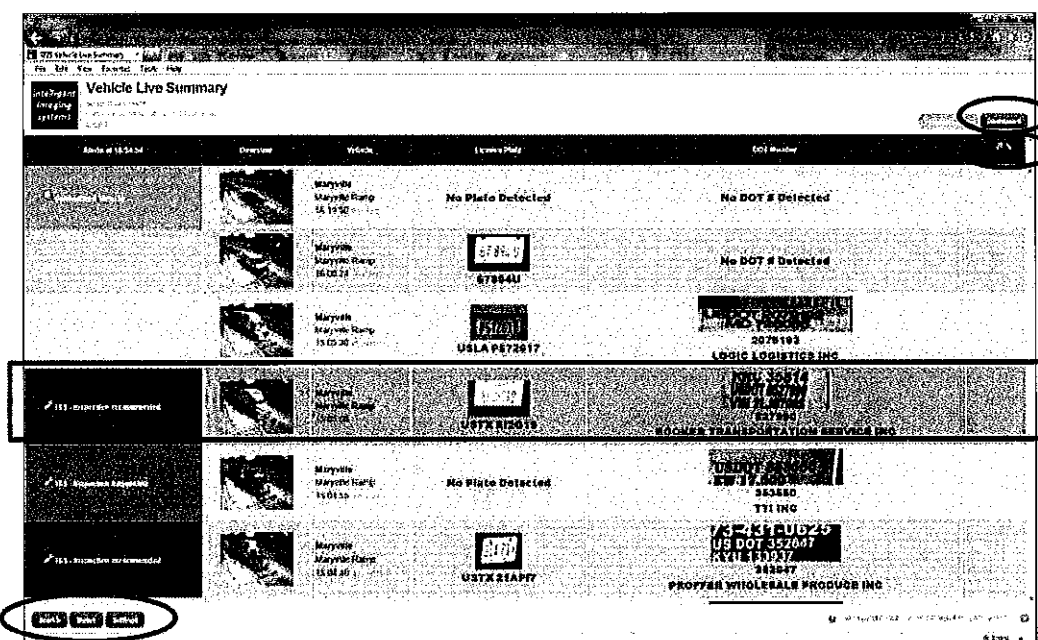


Figure 5: Vehicle Live Summary Screen

Note: Each row is highlighted in green as the cursor moves over the row.

Note: The screen shots shown in this guide reflect the default set up as distributed by Intelligent Imaging Systems. The arrangement of the columns and the data displayed in each column can be changed by a System Administrator. As such the screens in your systems may not match those shown in this guide.

For more information on how to change the layout of screens see Section 14.2 "Display Options," on page 24.

5.1 Dashboard

The **Dashboard** button, located at the top of the screen at the right-hand side, displays the Dashboard screen. When this screen displays it will replace the Vehicle Live Summary screen.

SRIS Software System Administrator's Guide

For a more detailed explanation of the Dashboard screen, please refer to Section 10 "Viewing Summary Data at the Dashboard Screen," on page 18.

5.2 Screen Refresh

The screen refreshes automatically every time a vehicle is detected. However, the screen can be refreshed immediately, by using this button, to see the most recently detected vehicle.

To refresh the screen:

1. Click on the **Screen Refresh** button at the top of the right-most column on the Vehicle Live Summary screen to refresh the Vehicle Live Summary screen. The most recent images and data are shown in the top most rows.

5.3 Specific Vehicle Summary Record

Each row displays a summary of each vehicle detected by SRIS. New vehicles are added to the top of the screen.

The screen is highly customizable;

- please refer to Section 19 "Database Column List," on page 34 for a more detailed explanation on how to customize the layout of this screen,
- please refer to Section 20.5 "Equipment Data Records," on page 39 for a more detailed explanation on how to customize the layout of this screen,

The default layout displays the following information:

- **Overview:** this column shows any alerts that the vehicle has generated,
- **Vehicle:** a thumbnail size overview image of the recorded vehicle is displayed in this column,
- **Driver info:** this column displays information about the site and the operator: lane details, date and time, operator name etc.,
- **Clearance & Db Info:** this column shows the data recorded that identifies the vehicle: DOT number, License plate etc.,
- **Alerts at:** this column contains details of the alerts the vehicle has generated,

To view specific vehicle details:

1. Click on a row to display the details of that vehicle. The Vehicle Queue Detail screen displays.
For a more detailed explanation of the Vehicle Queue Detail screen, please refer to Section 6 "Viewing Detail Information on the Vehicle Queue Detail", on page 10.

Note: Selecting a specific vehicle results in those details being displayed in a new window. All subsequent selections of vehicle records are displayed in the same screen, thus replacing the original vehicle details.

SRIS Software System Administrator's Guide

6 Viewing Detail Information on the Vehicle Queue Detail Screen

The Vehicle Queue Detail screen shows the selected vehicle's details, including captured images of the vehicle, weigh scale data, alert information, and any vehicle data collected from external databases.

Note: Unprivileged operators will not be able to view the raw data returned from sensors and databases.

To see specific vehicle details in the Vehicle Live Summary screen:

1. Click on a specific row in the Vehicle Live Summary screen to display the details of that row. The Vehicle Queue Detail screen displays.

Note: Selecting another vehicle record displays the new vehicle's details in the same window as the current vehicle selection, overwriting the previous details.

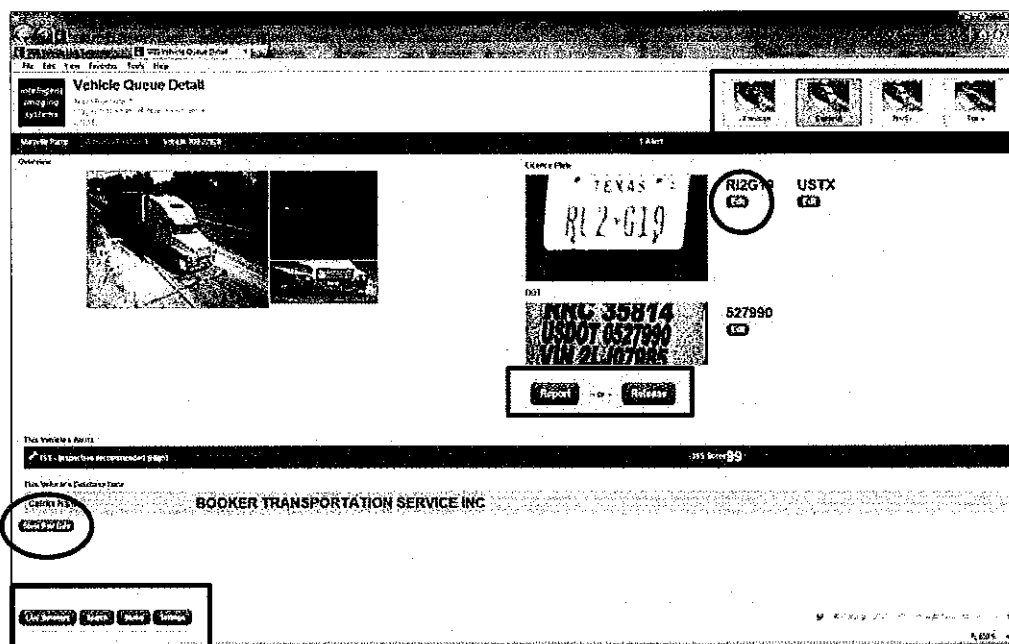


Figure 6: Vehicle Queue Detail Screen

Four navigation buttons are located at the top right of the screen. Each button is a thumbnail image of the overview picture.

- **Previous** click this image to display the Vehicle Queue Detail page for the previous vehicle in the list.
- **Current** this is an image of the vehicle currently selected and displayed.
- **Next** click this image to display the next vehicle that was detected.
- **Top** click this image to display the most recently detected vehicle.

SRIS Software System Administrator's Guide

6.1 Editing Vehicle Details

An **Edit** button will display next to any of the fields that have been defined as being editable. This will usually be data from the various sensors in SRIS such as DOT Number, License plate number etc. Data retrieved from databases will not be editable.

It is recommended that sensor data is not edited unless the read data is incorrect.

Note: Editing data may take some time, resulting in the Vehicle Live Summary screen not being refreshed. Therefore, the screen will be refreshed automatically 6 seconds after the **Submit** button is clicked.

To edit Data:

1. Click on the **Edit** button.
2. Enter the required information and click the **Submit** button to accept the change, or click the **Cancel** button to leave the original data unchanged.

6.2 Report or Release

This section allows you to instruct the driver to report to the station house, or to allow him/her to continue.

To note that the driver of the vehicle was asked to report to the weigh scales:

1. Click the **Report** button. The next vehicle record displays.

To note that the driver of the vehicle was not asked to report to the weigh scales:

1. Click the **Release** button. The next vehicle record displays.

6.3 Show Raw Data

Note: Unprivileged operators will not be able to view the raw data returned from sensors and databases.

To display all of the data collected for the vehicle:

1. Click the **Show Raw Data** button in the bottom-left side of the Vehicle Queue Detail screen. Details are displayed including data from external databases.

SRIS Software System Administrator's Guide

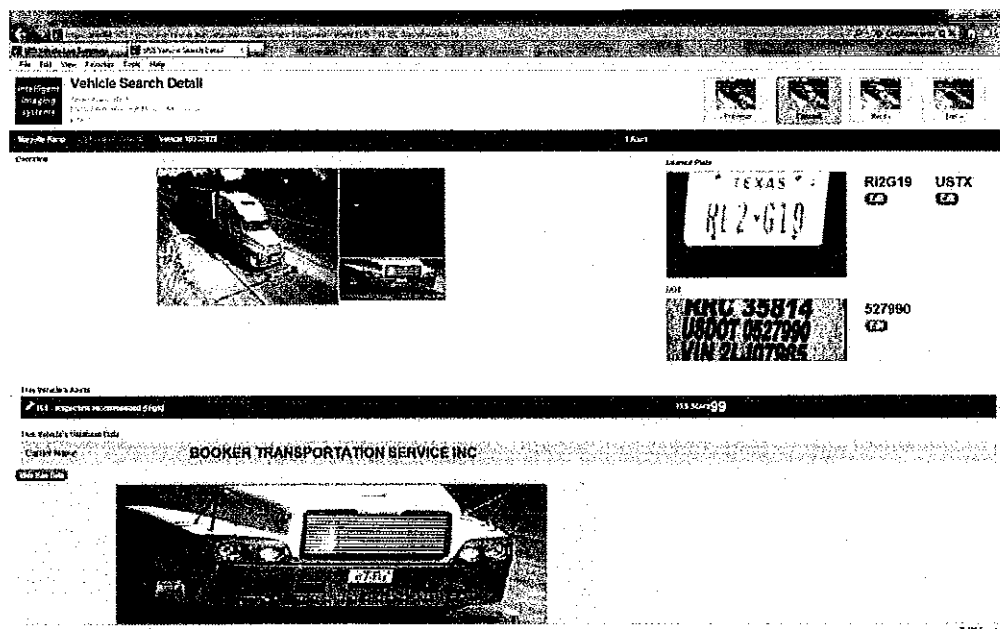


Figure 7: Vehicle Queue Detail screen showing some of the raw data

7 Searching for Vehicle Records

To search for old vehicle records:

1. Clicking the **Search** button at the bottom of the Vehicle Live Summary screen causes the Vehicle Search Filter screen to display.

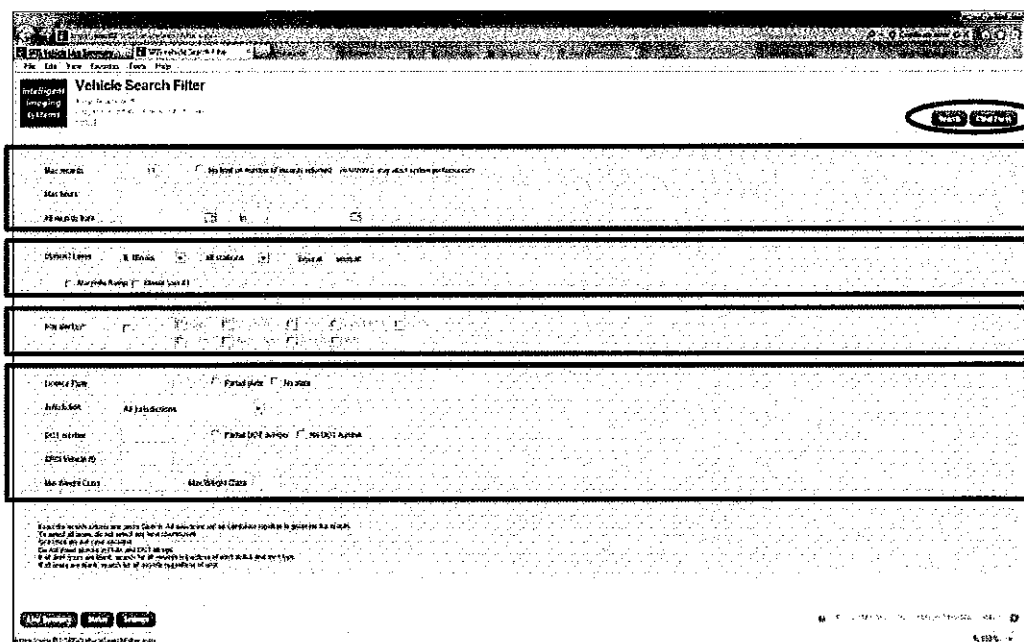


Figure 8: Vehicle Search Filter Screen

SRIS Software System Administrator's Guide

7.1 Search

Click the **Search** button to initiate the search based on the criteria specified on the screen. The Vehicle Search Summary screen will be displayed.
For a more detailed explanation of the Vehicle Search Summary screen please refer to Section 8, "Displaying Search Results," on page 15.

7.2 Clear Form

Click the **Clear Form** button to reset the contents to the default values.

7.3 Number of Records to Display

This section specifies how many records to display. You can specify;

- **Max records:** enter the maximum number of records to return,
- **No limit on number of records returned:** click on this check mark box to specify that there is no limit to the number of records the system is to return,

Note: If nothing is specified in the **Max records** text box, SRIS searches for 50 records. Selecting more records than this may adversely affect system performance.
Also, specifying no limit to the number of records to be returned could severely impact the performance of the system.

- **Max hours:** enter the number of hours over which the vehicle records were recorded,
- **All records from:** enter the maximum number of hours over which the vehicle records were recorded within the specified date range. Either click on the calendar to select the date or enter the date in the format YYYY-MM-DD. Optionally you can enter a time in the format hh:mm and additionally optional seconds (ss).

7.4 Station/Lines

In this section you specify the location to be searched.

- **Jurisdiction:** select the required jurisdiction from the drop down list,
- **Station:** select a station from the drop down list. You have the option to select all stations,
- **Select All:** click on this text to select all the lanes listed in the rest of this section of the screen,

SRIS Software System Administrator's Guide

- **Ignore All:** click on this text to ignore all the lanes listed in the rest of this section of the screen,
- **Lanes:** select the required lanes using the check mark boxes.

7.5 Has Alerts?

This section allows you to specify any alert criteria for the search.

- **Has alert(s)?:** click on the first check mark box to allow access to the remaining check mark boxes.
- **Bypass, Credential etc.:** click on any combination of the check mark boxes to select the required criteria.

7.6 License Plate/Jurisdiction

In this section enter any particular requirements involving:

- **License plate:** enter the plate string (omit spaces and dashes). This can be a partial or full string.
- **Partial:** click this check mark box to select only plates containing the specified string as a part of a full plate string.
If this check mark box is left unchecked the system will use the entered string as a full plate string and only select records that exactly match the string specified,
- **No plate:** click this check mark box to select only vehicles with no plate detected,
- **Jurisdiction:** select the required jurisdiction from the drop down box.
Only plates with this jurisdiction will be selected,
- **Partial:** click this check mark box to select only DOT numbers containing the specified string as a part of a full DOT string.
If this check mark box is left unchecked the system will use the entered string as a full DOT string and only select records that exactly match the string specified,
- **No DOT number:** click this check mark box to select only vehicles with no DOT number detected,
- **SRIS Vehicle ID:** enter the SRIS number of the vehicle required. The SRIS ID number is displayed at the top of the Vehicle Queue Detail screen (see Figure 9, below.)

SRIS Software System Administrator's Guide

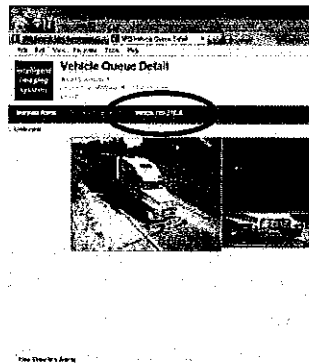


Figure 9: SRIS ID Number location

- **Min Weight Class:** enter the minimum weight class to find. All vehicles of this weight class and above will be included in the search,
- **Max Weight Class:** enter the maximum weight class to find. All vehicles of this weight class and below will be included in the search.

8 Displaying Search Results

Clicking on the **Search** button in the Vehicle Search Filter screen causes the Vehicle Search Summary screen to be displayed.

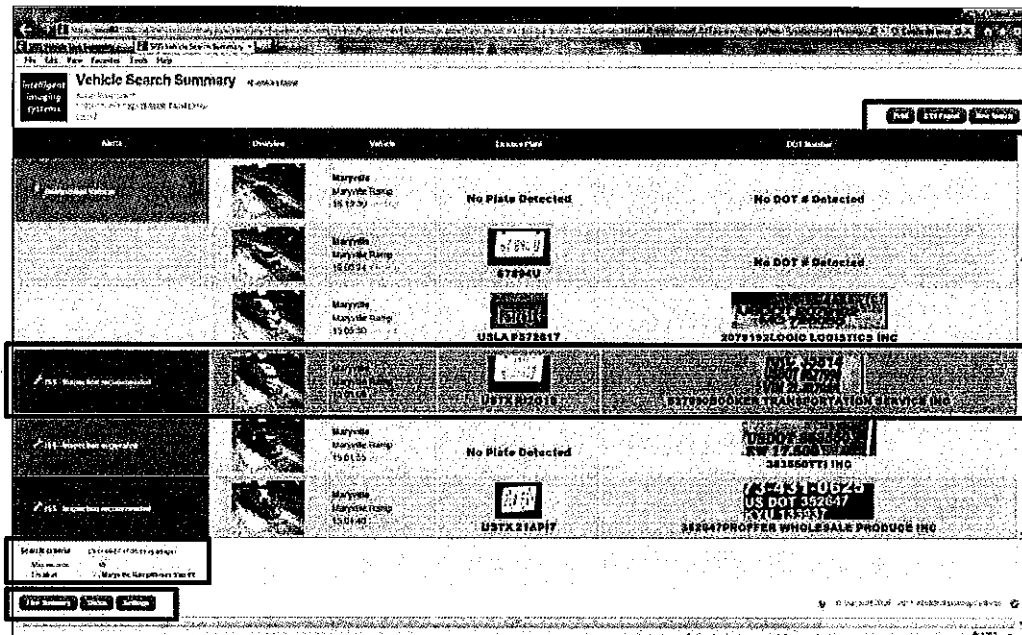


Figure 10: Vehicle Search Summary Screen

This screen is a similar layout to the Vehicle Live Summary screen. The vehicles displayed on this screen have been selected from SRIS history based on the search criteria entered on the Vehicle Search Filter screen. The search criteria used are summarized at the bottom of the screen.

SRIS Software System Administrator's Guide

Note: Unprivileged operators will not be able to view the raw data returned from sensors and databases.

8.1 Print

To print vehicle search information:

1. Click the **Print** button at the top of the screen. This will change the page to a printable version of the search screen. To return to the Vehicle Search Summary screen click on your browsers **Back** button.
2. To continue to print: from the browser menu click on **File>Print Preview** to see what the print is going to look like.
3. From the Print Preview menu bar: click on the **Printer** icon to print the pages.

8.2 CVS Export

To export vehicle search information as a .CSV file:

1. Click the **CSV Export** button at the top of the screen.
2. The browser will inform you that there is a file to save or open.

8.3 Data Row

This section of the screen gives a summary of all vehicles which meet the selection criteria. To display more details for a vehicle click on the appropriate row and the Vehicle Search Detail screen will be displayed.

For more details on the Vehicle Search Detail Screen see Section 16, "Vehicle Search Detail Screen," on page 16.

8.4 Search Criteria

This part of the screen displays the search criteria entered on the Vehicle Search Filter screen.

9 Vehicle Search Detail Screen

The Vehicle Search Detail screen is displayed when you click on a row from the Vehicle Search Summary screen.

Note: Unprivileged operators will not be able to view the raw data returned from sensors and databases.

To display specific information from the vehicle search:

1. Click on the appropriate row in the Vehicle Search Summary screen. The Vehicle Search Detail screen is displayed, and is similar to the Vehicle Queue Detail screen.

SRIS Software System Administrator's Guide

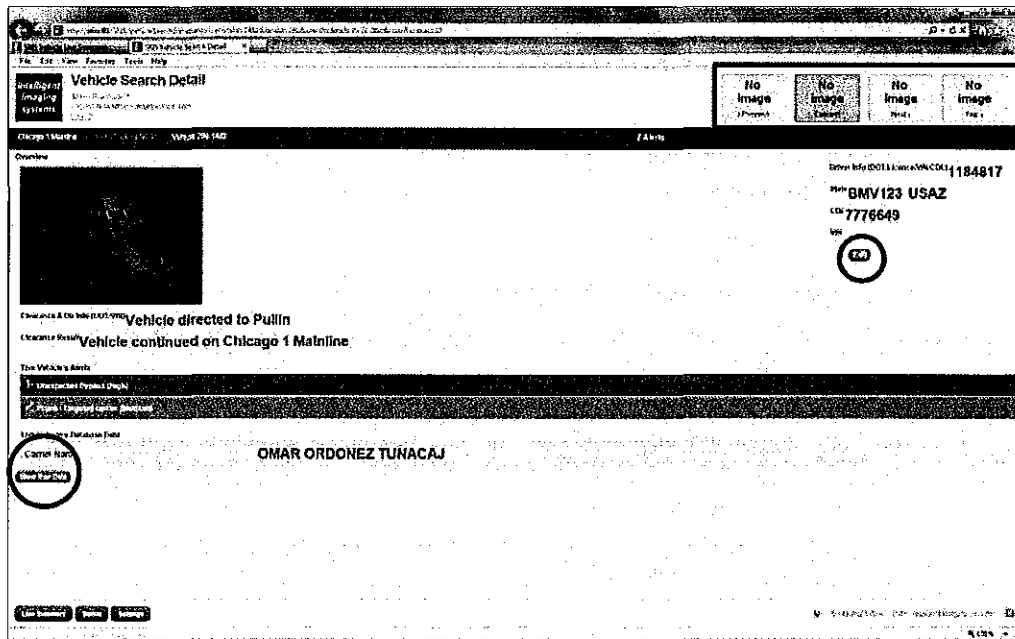


Figure 11: Vehicle Search Detail Screen

Four navigation buttons are located at the top right of the screen.

- **Previous:** click this image to display the Vehicle Details page for the previous vehicle in the list.
- **Current:** this is an image of the vehicle currently selected and displayed.
- **Next:** click this image to display the Vehicle Details page for next vehicle that was detected.
- **Top:** click this image to display the Vehicle Details page for the most recently detected vehicle.

9.1 Editing Vehicle Details

An **Edit** button will display next to any of the fields that have been defined as being editable.

Note: Editing data make take some time, resulting in the data not being refreshed. Because of this the screen will be refreshed automatically 6 seconds after the **Submit** button is clicked.

To edit Data:

1. Click on the **Edit** button.
2. Enter the required information and click the **Submit** button to accept the data, or the **Cancel** button to leave the original data unchanged.

9.2 Hide Raw Data

Note: Unprivileged operators will not be able to view the raw data returned from sensors and databases.

SRIS Software System Administrator's Guide

The raw data is displayed by default.

To hide the raw data collected for the vehicle:

1. Click the **Hide Raw Data** button in the bottom-left side of the Vehicle Queue Detail screen to toggle between showing and hiding the raw data. The extra details are hidden from view.

10 Viewing Summary Data at the Dashboard Screen

A summary of the collected data can be seen in a graph view at the **Dashboard** screen.

To view the Dashboard screen:

1. Click the **Dashboard** button at the top right of the Vehicle Live Summary screen. The Dashboard screen displays in the same window in which the Vehicle Live Summary screen was displayed.

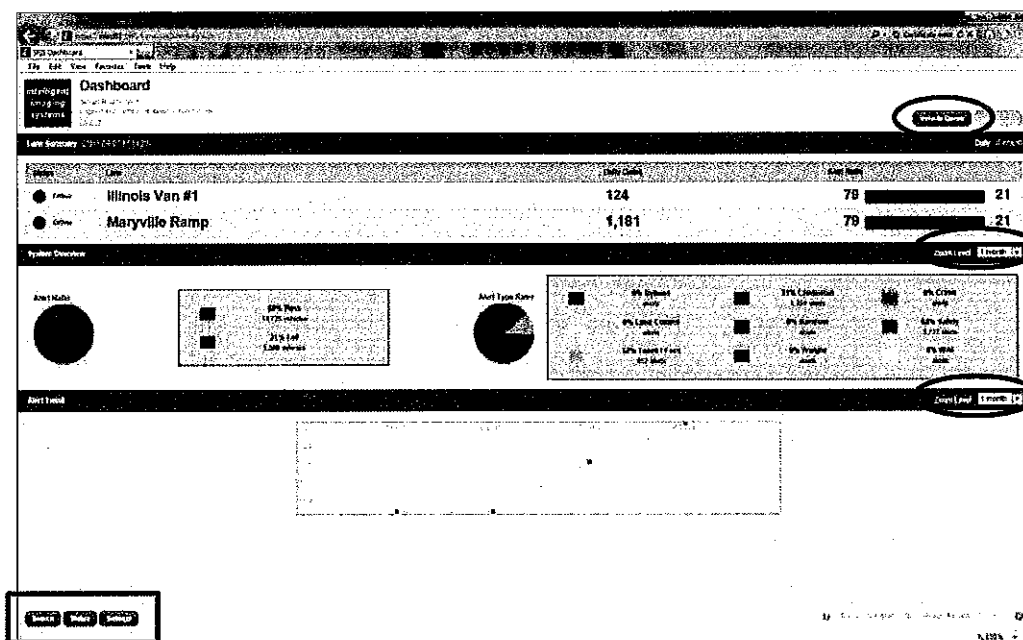


Figure 12: Dashboard Screen

10.1 Vehicle Queue

Click the **Vehicle Queue** button to return to the Vehicle Live Summary screen.

10.2 Lane Summary

This section of the Dashboard screen shows the lanes being monitored by the system. The information displayed includes:

- **Status:** shows whether the lane is online or offline,
- **Daily Count:** shows the number of vehicles that have been detected in the lane for the current day from 12:00 AM to the current time,

SRIS Software System Administrator's Guide

- **Alert Ratio:** shows the percentage of vehicles detected that have alerts on them.

10.3 System Overview

This section of the Dashboard screen shows the alert ratio and alert type ratio in pie chart form. The time period covered by the chart can be changed using:

- **Zoom Time:** select the time span covered by the charts from the Zoom Level drop down menu.

10.4 Alert Trend

This section shows a trend line of the number of alerts over a specified time span. The time period covered by the chart can be changed using:

- **Zoom Level:** select the time span for the trend line from the Zoom Level drop down menu.

11 SmartStatus™ Dashboard screen

The SmartStatus™ Dashboard displays a list of system messages created by all the equipment in use at the selected site. This information allows you to monitor equipment and intercept potential problems, or obtain information relating to a current problem.

To view the SmartStatus™ Dashboard:

1. Click the **Status** button at the bottom left of every screen except the SmartStatus™ Dashboard and the screens off it. The SmartStatus™ Dashboard displays in the same window in which the Vehicle Live Summary screen was displayed.

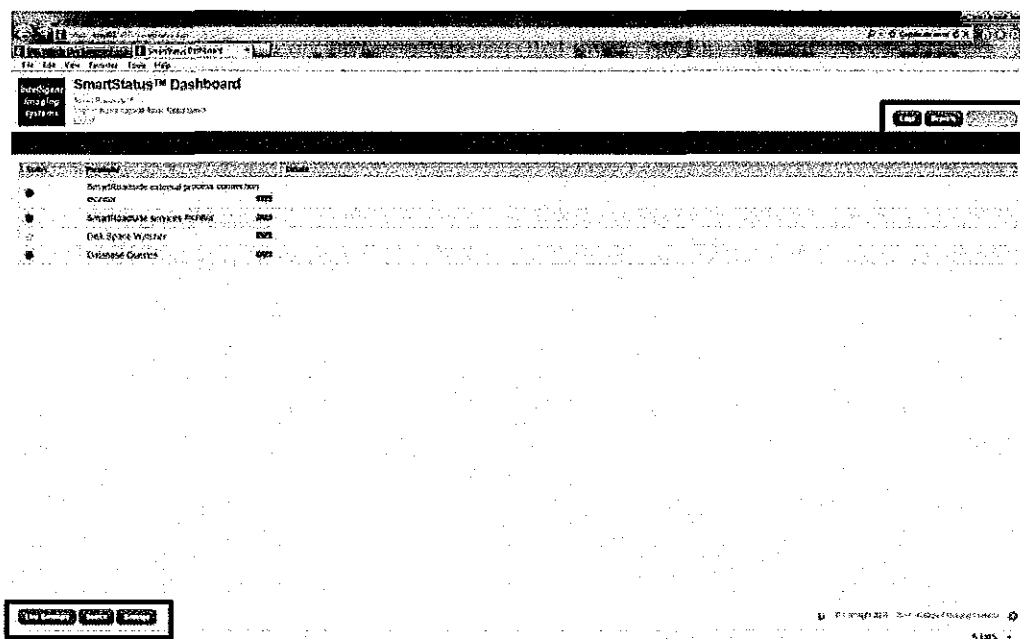


Figure 13: SmartStatus™ Dashboard

SRIS Software System Administrator's Guide

11.1 Logs

The Logs screen displays a list of all the system messages created during a specified number of hours. It is also possible to restrict the display so that only errors are displayed.

For a more detailed explanation of the Logs screen please refer to Section 12 "View Logs from the Logs Screen," on page 20.

11.2 Reports

The Reports screen allows you to select from a predefined list of reports and have those reports displayed on the screen.

For a more detailed explanation of the Reports screen please refer to Section 13 "View Reports from the Reports Screen," on page 22.

11.3 SmartStatus™ Dashboard Details

The following columns are displayed;

- **Status:** shows whether the lane is online or offline,
- **Parameter:** shows the parameter being monitored, click the **More** button to see more information about this parameter,
- **Details:** shows any details about the parameter.

12 View Logs from the Logs Screen

The Logs screen displays a list of all the system messages created during a specified number of hours. It is also possible to restrict the display so that only errors are displayed.

To display the Logs screen:

1. Click on the **Logs** button at the top right hand of the SmartStatus™ Dashboard screen or the Reports screen. The Logs screen is displayed (see Figure 14, below.)

SRIS Software System Administrator's Guide

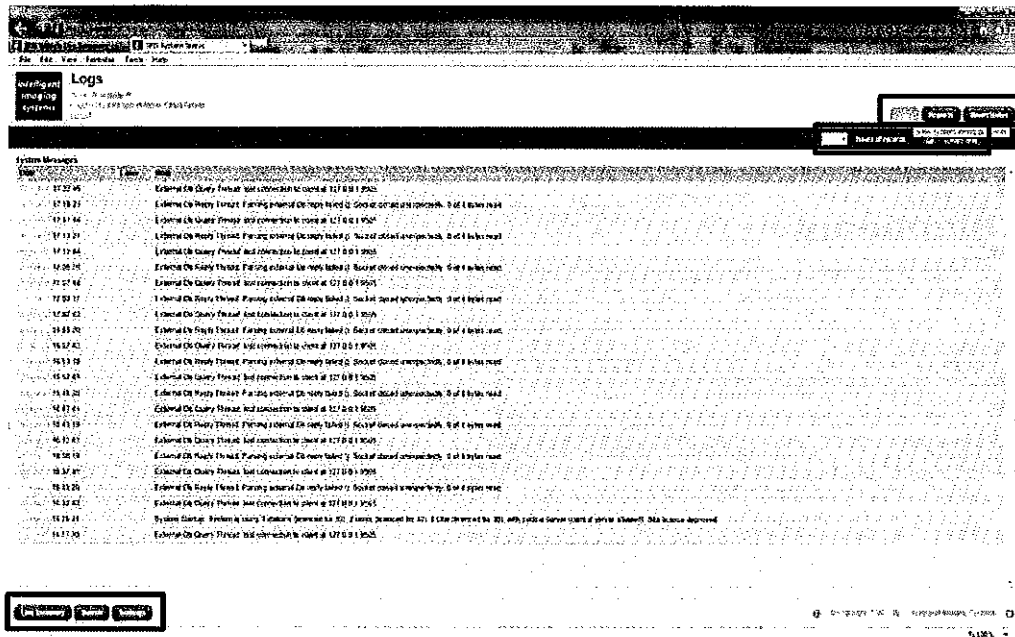


Figure 14: Logs screen

12.1 Reports

Click the **Reports** button to display the Reports screen. The Logs screen will be replaced by the Reports screen.

For a more detailed explanation of the Reports screen please refer to Section 13 "View Reports from the Reports Screen," on page 22.

12.2 SmartStatus

Click the **SmartStatus™** button to display the SmartStatus™ Dashboard. The Logs screen will be replaced by the SmartStatus™ Dashboard.

For a more detailed explanation of the SmartStatus™ Dashboard please refer to Section 11 "SmartStatus™ Dashboard," on page 19.

12.3 Selection Criteria

To enter selection criteria:

- Enter required values into the following fields:
 - Hours of Records:** enter the number of hours of records that you want to be displayed.
 - Errors Only:** click this check mark box to display either a mixture of messages or errors only. When this box is checked the display will contain only errors. When it is unchecked the display will contain all messages generated by the system.

SRIS Software System Administrator's Guide

2. Click on the **Refresh** button, which is located to the right of these fields, if changing either of the above fields does not trigger a refresh.

12.4 Refresh

Click on the **Refresh** button to force the screen to be refreshed.

12.5 System Messages

This is the area of the screen where the selected messages will display.

13 View Reports from the Reports Screen

The Reports screen displays the report selected from the drop down box on the top right side of the screen. The reports available are:

- Dashboard Summary,
- Peak alert Times,
- Vehicle Count Per Month, or
- Weekly Summary.

To display the Reports screen:

1. Click on the **Reports** button at the top right hand of the SmartStatus™ Dashboard or the Logs screen. The Reports screen is displayed.

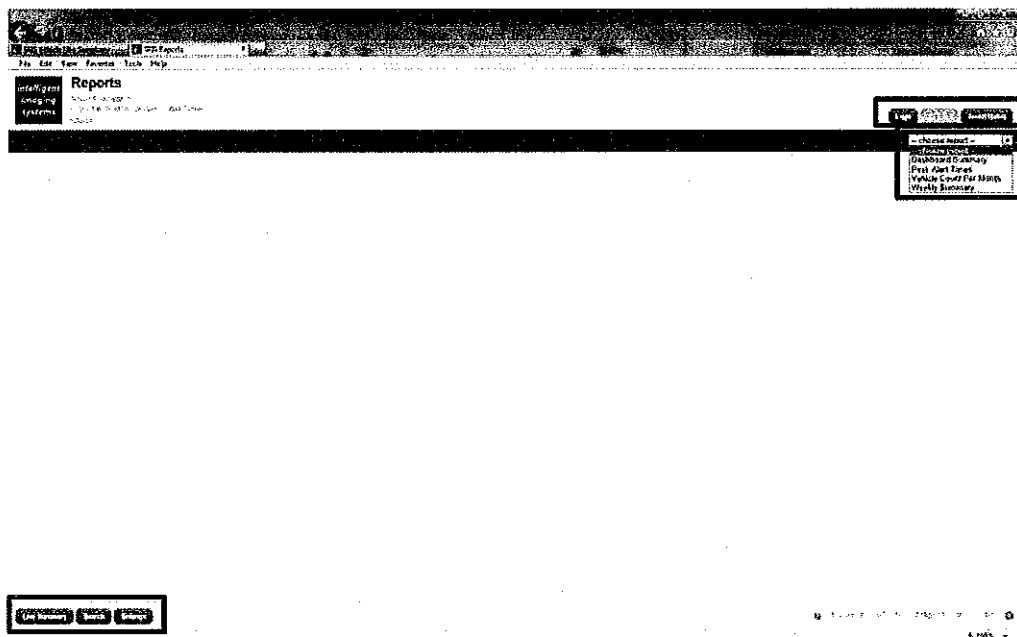


Figure 15: Reports screen

The screen is initially a blank display. It only has content once a report has been selected.

SRIS Software System Administrator's Guide

13.1 Logs

Click the **Logs** button to display the Logs screen. The Reports screen will be replaced by the Logs screen.

For a more detailed explanation of the Logs screen please refer to Section 12 "View Logs from the Logs Screen," on page 20.

13.2 SmartStatus

Click the **SmartStatus** button to display the SmartStatus™ Dashboard. The Reports screen will be replaced by the SmartStatus™ Dashboard.

For a more detailed explanation on the SmartStatus™ Dashboard please refer to Section 11 "SmartStatus™ Dashboard," on page 19.

13.3 Choose Report

Use this drop down selection box to choose the report you would like to display. The choices are:

- Dashboard Summary,
- Peak alert Times,
- Vehicle Count Per Month, or
- Weekly Summary.

Additional reports can be created by IIS if required.

To select a report:

1. Click on the drop down box.
2. Select the required report.
3. The report will be displayed in the body of the screen.

14 Display Settings for *User* screen

The Display Settings for *User* screen can be accessed from any screen containing the **Settings** button. As well as being the place for changing your display settings, the screen is also a launching pad for screens that allow you to change settings for:

- Users
- System
- DBs
- Equipment
- Alerts, and
- Controls.

Note: Options on this screen may not be available to you depending on the access level you have been granted.

To display the Display Settings for *User* screen:

1. Click on the **Settings** button.
2. The Display Settings for *User* screen is displayed.

SRIS Software System Administrator's Guide

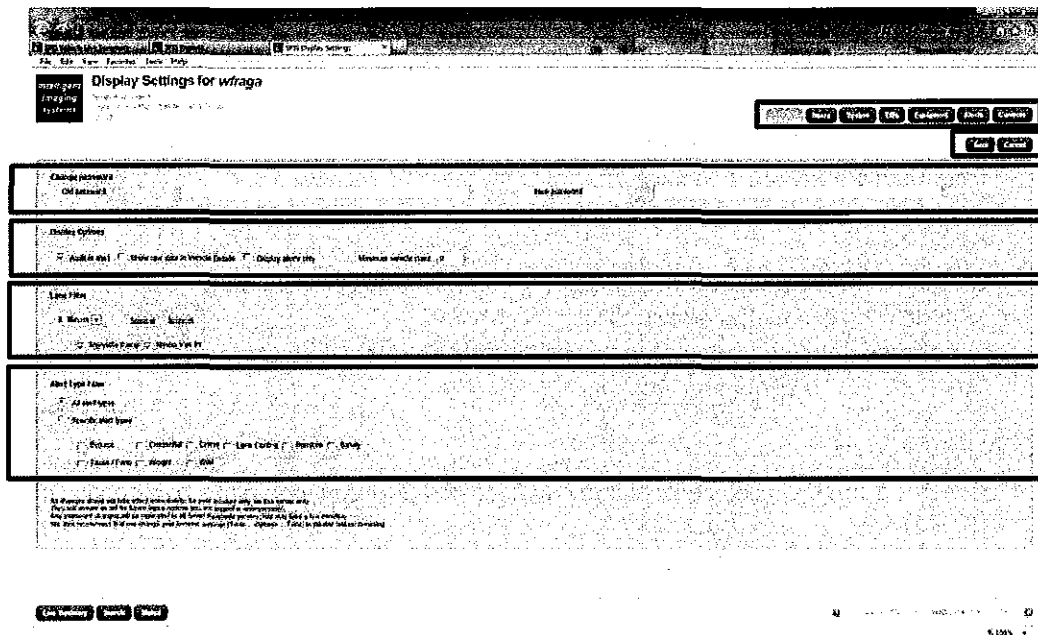


Figure 16: Display Settings for User screen

14.1 Change Password

Use this section to change your password. The change will take effect immediately.

Note: If you are logged in as an Anonymous user changing your password will have no effect.

- **Old password:** enter your current password,
- **New password:** enter your new password,

14.2 Display Options

Note: This option may not be available to you depending on the access level you have been granted.

This section of the screen allows you to change:

- **Audible alert:** to hear a beep when any new vehicle is detected,
- **Show raw data in Vehicle Details:** to display the raw data every time the Vehicle Queue Detail screen displays,
- **Display alerts only:** to hear a beep when a vehicles with an alert is detected, or
- **Minimum Vehicle Class:** to restrict the system from responding to particular vehicle classes.

14.3 Lane Filter

This section allows you to select the location where the data was collected, and any lanes within that location.

- **Select all:** click this text to select all the lanes listed below the text.

SRIS Software System Administrator's Guide

- **Ignore all:** click this text to ignore all the lanes listed below the text.
- **Lanes:** click each check mark box to include the associated lane in the search.

14.4 Alert Type Filter

Note: If you are logged in as an Anonymous user any changes made to here will only affect your current session. The original settings will be displayed the next time you login as an Anonymous user.

This section of the screen allows you to specify which types of alert are to be reported.

- **All alert types:** click this radio button to select all the alert types from the list in the lower portion of this section of the screen.
- **Specific alert types:** click this radio button to enable selection of specific alert types from the list in the lower portion of this section of the screen. You must now select the specific alert type(s) you wish to monitor.

15 User List Screen

This screen is only available to System Administrators and Station Masters (for a specific site).

This screen allows you create, maintain and delete users of the system.

To display the User List screen:

1. Click the **Users** button on the Display Settings for *User* screen. The User List screen is displayed.

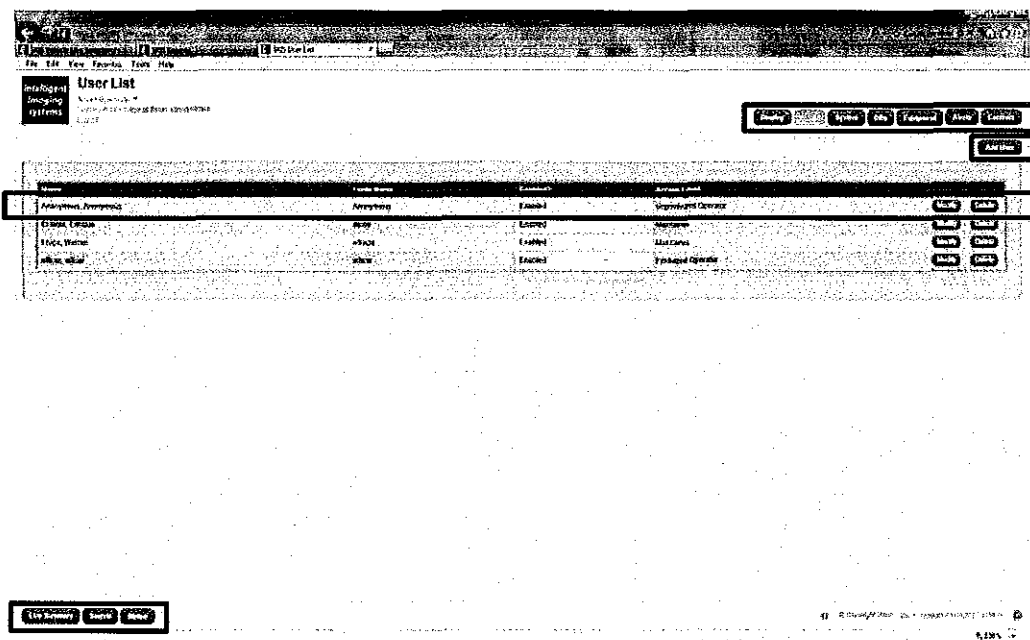


Figure 17: User List screen

SRIS Software System Administrator's Guide

15.1 Add User

Note: This option may not be available to you depending on the access level you have been granted.

To add a new user:

1. Click the **Add User** button to add a new user to the system. The Add User screen is displayed.
2. For a more detailed explanation of the Add User screen please refer to see Section 16 "Add or Modify User screen," on page 26.

15.2 User information

Each row of this portion of the display shows selected details of a user. The details displayed are:

- **Name**
- **Login Name**
- **Enabled?**
- **Access Level, and**
- **Modify**

To modify a user's details:

1. Click the **Modify** button in the row of the selected user. The Modify User screen is displayed.

16 Add or Modify User screen

The layout of the screen displayed when adding a user and when modifying a user is the same. The only difference between the actions is that adding a user displays a screen with empty fields, whereas the modify screen has data already populated. The screen shown below is the Add User screen.

To Add or Modify a user:

1. Click on the **Add** or **Modify** button on the User List screen. The Add User screen or the Modify User screen will display (see Figure 18, below.)

SRIS Software System Administrator's Guide

The screenshot shows the 'Add User' window. It has a title bar with 'File Edit View Favorites Tools Help'. Below the title bar is a menu bar with 'File Edit View Favorites Tools Help'. The main area contains a form with the following fields:

- First Name: [Text Field]
- Last Name: [Text Field]
- User Name: [Text Field]
- Password: [Text Field]
- Confirm Password: [Text Field]
- Access Level: [Dropdown Menu] (Set to 'Maintainer')
- Station: [Dropdown Menu] (Set to 'All Stations')

At the bottom of the form, there are three buttons: 'Add User', 'Cancel', and 'OK'.

Figure 18: Add User screen

16.1 User Details

To maintain a user:

1. Enter the following information. Fields marked with * are mandatory.

- **First name:** *
- **Access Level:** * Use this entry to grant the user the appropriate access level. Choose from:
 - **Maintainer:** Intelligent Imaging Systems personnel only,
 - **Administrator:** configures and maintains Smart Roadside. Administrator can add and modify users, system settings, stations, lanes and screening rules,
 - **Station Master:** configures and maintains Smart Roadside at the station level. Station Master can add and modify users and screening rules for one station,
 - **Privileged Operator:** operates Smart Roadside. Privileged Operator has access to raw data returned by sensors and databases, including potentially sensitive or private carrier or vehicle information,
 - **Unprivileged Operator:** operates Smart Roadside. Unprivileged Operator does not have access to raw data returned by sensors and databases,
- **Last Name:** *
- **Jurisdiction:** * select the appropriate jurisdiction from the drop down list,
- **Login Name:** * enter the name that the user will use to login to the system,

SRIS Software System Administrator's Guide

- **Station:** * select the required station from the drop down list of stations. The list will display the stations associated with the jurisdiction selected previously,
 - **Password:** * enter a suitable password.
 - **Enabled:** click the check mark box to enable the user, and uncheck to disable the user,
 - **Expires on:** enter a date on which the user will expire. Click on the calendar symbol to display a calendar from which to pick a date. This can be left blank.
 - **Display Settings:** click on the check mark box to allow the user to change display settings. Uncheck the box to disallow changes,
 - **Notes:** enter any meaningful notes.
2. Click the **Save** button to create the user record and return to the User List screen.
 3. Click the **Cancel** button to discard this user record and return to the User List screen.

17 System Settings screen

This is available only to system administrators.

From this screen you are able to change any station specific details as listed below. You are also able to add stations to the station list, and add lanes to the lane list.

To display the station settings screen:

1. Click on the **System** button found on any of the screens associated with the Display Settings for *User* screen. The System Settings screen is displayed.

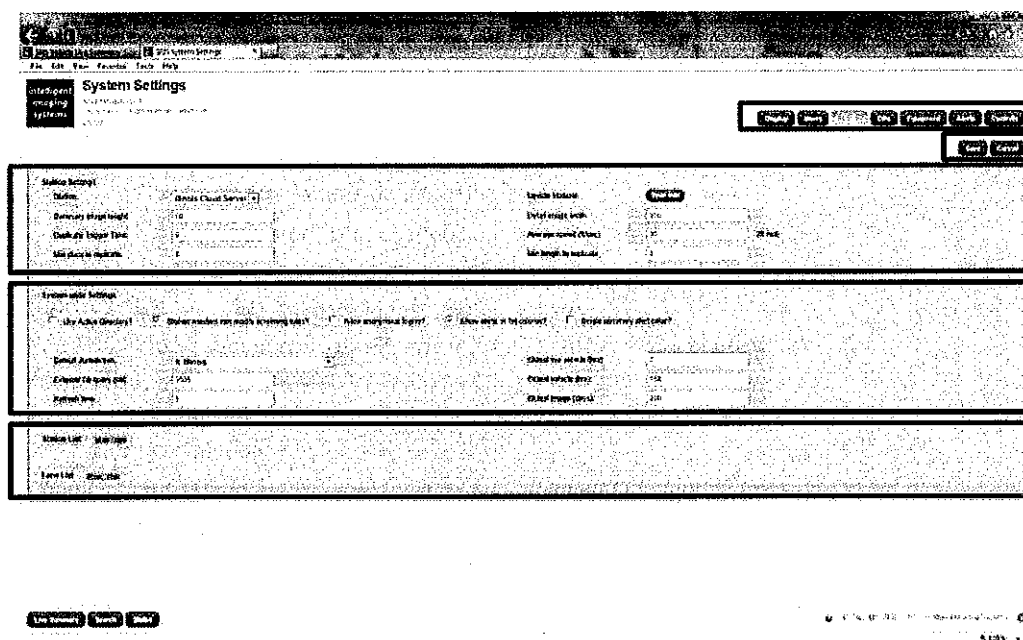


Figure 19: System Settings screen

SRIS Software System Administrator's Guide

17.1 Station Settings

This section of the screen contains data for the selected station.

- **Station name:** select the required station name from the drop down list,
- **Summary image height:** enter the height (in pixels) of the image displayed on the summary screens. The standard size is 50 pixels,
- **Detail image width:** enter the width (in pixels) of the image to be displayed on the detail screens. The standard size is 300 pixels,
- **Duplicate Trigger Time:** the time (in seconds) to ignore vehicle triggers which may be false. If the system is giving false triggers increase this value. Please contact IIS support for help with this value. A restart of Smart Roadside will be required if this value is changed,
- **Average Speed (ft/sec):** enter the average speed (in ft/sec) of traffic at this station. This value will be overridden by any true speed calculations. A restart of Smart Roadside will be required if this value is changed,
- **Min class to replicate:** enter the minimum weight class of vehicles to be replicated to the central server. A value of 0 (zero) replicates all classes to the central server. A restart of Smart Roadside will be required if this value is changed,
- **Min length to replicate:** enter the minimum vehicle length (in feet) to be replicated back to the central server. A value of 0 (zero) replicates all vehicle lengths back to the central server A restart of Smart Roadside will be required if this value is changed,

For a more detailed explanation of restarting the SRIS please refer to Section 20.2 "Restart System," on page 36.

17.2 System-Wide Settings

This section of the screen allows you to change system-wide settings.

- **Use Active Directory:** click the check mark box to use active directory. Active directory is an operating system feature which allows users to bypass the SRIS login Screen. If this value is not checked users will need to enter a password on the Display Settings screen,

SRIS Software System Administrator's Guide

- **Station masters can modify screening rules:** click the check mark box to allow Station Masters to be able to modify screening rules,
- **Allow anonymous logins:** click the check mark box to allow operators to login using the anonymous login feature,
- **Show alerts in 1st column:** click the check mark box to force the alerts column to display as the first column of the summary screens. The default is the last column,
- **Single summary alert color:** click this check mark box to have all alerts display in red. This overrides any settings which are set at the alert level,
- **Default Jurisdiction:** enter the specific jurisdiction to which the system defaults when the ALPR cannot successfully decode the license plate,
- **Oldest live vehicle (hrs):** enter the number of hours of past records to include in the Live Summary and Detail Queue screens,
- **External DB query port:** enter the port number used to connect this station to the central server for queries to external databases,
- **Oldest vehicle (hrs):** enter the number of hours of past records to keep in the Station Server database. Records will not be deleted if they haven't been stored on the central server,
- **Edit refresh time:** enter the time to wait after editing data on the details screen before refreshing the page to recalculate the alerts,
- **Oldest image (days):** enter the age (in days) of the oldest image stored on the server,

SRIS Software System Administrator's Guide

17.3 Adding and Editing a Station

This option is available only to System Administrators.

It is possible to add a new station, or edit information about an existing station, from the Systems Settings screen. This section of the screen is initially hidden.

To show or hide the station list:

1. Click the **Show/Hide** text. The screen toggles between the hidden view and the expanded list of stations.

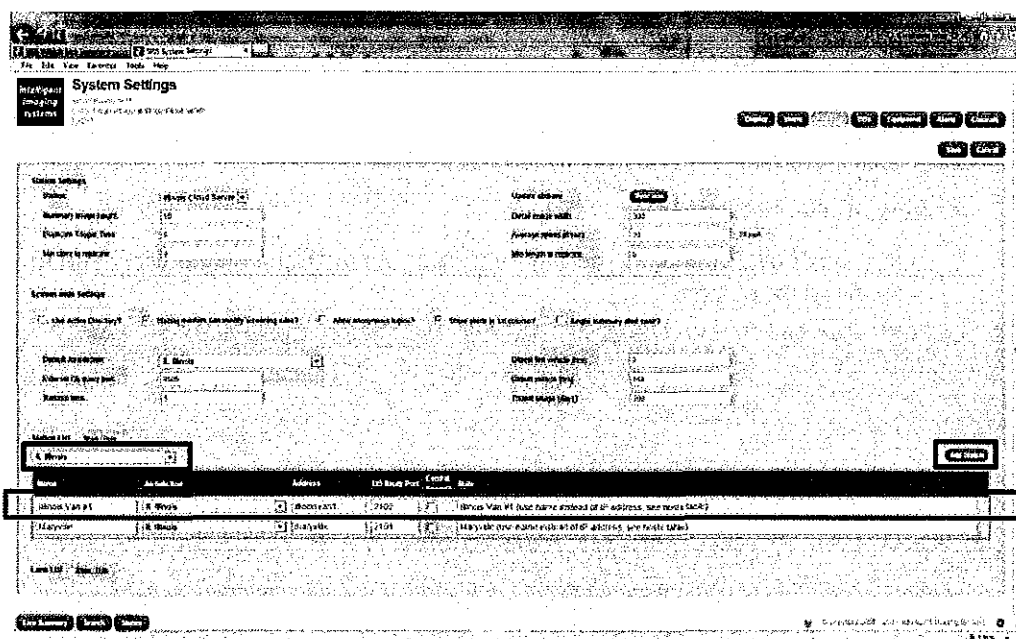


Figure 20: Station List screen

- **Jurisdiction:** Select a jurisdiction from the drop down box. The stations displayed in the list below will be for only the selected jurisdiction.

To add a station to the list:

1. Click the **Add Station** button in the Station List section of the System Settings screen. A new line in the Station List section displays.
2. Enter this information for the new station:
 - **Name:** enter a meaningful station name. This name will appear in many screens within Smart Roadside,
 - **Jurisdiction:** enter the jurisdiction of the station. This will default to the jurisdiction specified on the Display Settings for *User* screen,
 - **Address:** enter the IP address for the station in the form 10.10.10.49 or station1.state.local,
 - **ID reply port:** enter the database reply port,
 - **Central server?:** check the box if the station is a Central Server,

SRIS Software System Administrator's Guide

- **Notes:** enter any notes which may be useful details, such as the location of the station.

3. Click the **Save** button to save the new entry.

To edit a station:

1. Click in the column of the row that you wish to edit.
2. Edit the data as required.
3. Click the **Save** button.

17.4 Adding and Editing a Lane

This option is available only to System Administrators.

It is possible to add a new lane, or edit information about an existing lane from the Systems Settings screen. The screen is initially hidden.

To show or hide the lane list:

1. Click the **Show/Hide** text. The screen toggles between the hidden view and the expanded list of lanes.

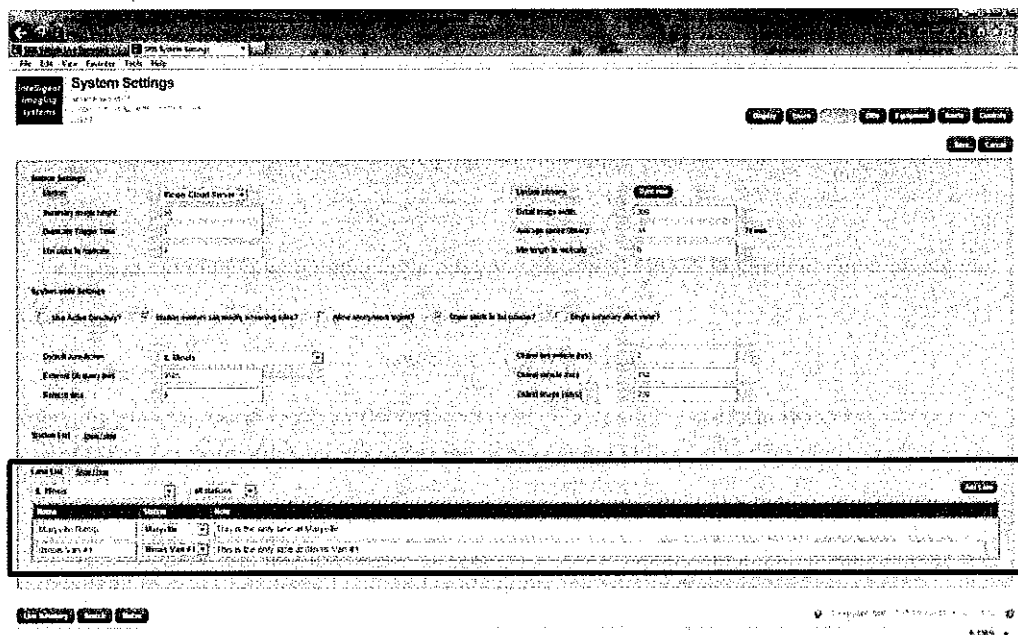


Figure 21: Lanes List screen

- **Jurisdiction:** Select a jurisdiction from the drop down box. The lanes displayed in the lane list below will be for that jurisdiction only.
- **Station:** Select either a single station or all stations from the drop down box. The lanes displayed in the lane list will be for the selected station(s).

SRIS Software System Administrator's Guide

To add a lane:

1. Click the **Add Lane** button in the Lane List section of the System Settings screen. A new line in the Lane List section displays.
2. Enter this information for the new station:
 - **Name:** enter a meaningful lane name,
 - **Station:** select the station name from the drop-down list,
 - **Notes:** enter useful details about the specific lane of a station.
3. Click the **Save** button to save the new entry.

To edit a lane:

1. Click in the column of the row that you wish to edit.
2. Edit the data as required.
3. Click the **Save** button.

18 DBs (Database Settings) screen

This screen is available only to System Administrators.

From this screen it possible to maintain the databases that SRIS accesses.

To display the Database Settings screen

1. Click on the **DBs** button.
2. The Database Settings screen will be displayed.

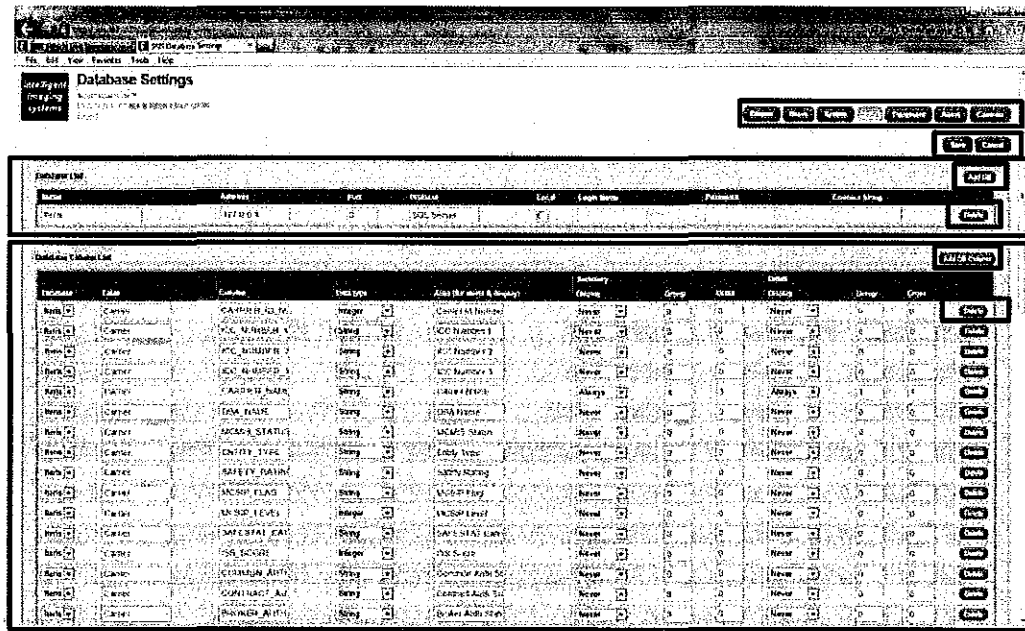


Figure 22: Database Settings Screen

SRIS Software System Administrator's Guide

18.1 Database List

To add a database:

1. Click the **Add DB** button in the Database List section of the Database Settings screen. A new line on the database list displays where information for the new database can be entered:
 - **Name:** enter a meaningful name for the database,
 - **Address:** enter the IP address of the database in the form 10.10.100.49 or db1.state.local,
 - **Port:** enter the port number through which the database will communicate,
 - **Protocol:** enter the protocol used to connect with the database,
 - **Local:** check this box if the database is a local database,
 - **Login Name:** enter the login name for access to the database,
 - **Password:** enter the password to access the database. The password is not visible and is encrypted.
2. Click the **Save** button to save the database details.

To edit a database:

1. Click in the field(s) of the database that you wish to edit.
2. Edit the data as required.
3. Click the **Save** button.

To delete a database:

1. Click the **Delete** button located at the right hand end of the row of the database you need to delete. A delete confirmation dialog is displayed.
2. Click OK to continue and delete the database.

19 Database Column List

This is available only to System Administrators.

This section of the screen allows you to add columns from a database into Smart Roadside.

To add a database column:

1. Click the **Add DB Column** button in the Database Column List section of the Database Settings screen. A new line on the database column list displays where it is possible to enter the information for the new database column.

The information to be entered in the Database Column List includes:

- **Database:** select the database from the drop-down list,
- **Table:** name of the database table. This is referenced in SRIS software,
- **Column:** name of the database column. This is referenced in SRIS software,

SRIS Software System Administrator's Guide

- **Data type:** select the data type from the drop-down list of available types,
- **Alias (for alerts):** enter a meaningful name for this data item for alerts and display purposes only,
- **Summary Display:** select display options from the drop-down list to specify when this data item displays on the summary screen
 - always,
 - never, or
 - alert only,
- **Group:** enter a number to represent the column on the screen in which this data item is to be displayed.
- **Order:** enter a number to represent the order, within the Group (screen column), in which this data will appear. Two database columns having the same order number will appear on the same line.
- **Detail Display:** select display options from the drop-down list to specify when this data item displays on the detail screen
 - always,
 - never, or
 - alert only
- **Group:** enter a number to represent the column on the screen in which this data item is to be displayed.
- **Order:** enter a number to represent the order, within the Group (screen column), in which this data will appear. Two database columns having the same order number will appear on the same line.

2. Click the **Save** button to save the database column details.

To edit a database column:

1. Click in the field(s) of the database column that you wish to edit.
2. Edit the data as required.
3. Click the **Save** button.

To delete a database column:

1. Click the **Delete** button located at the right hand end of the row of the database column you need to delete. A delete confirmation dialog is displayed.
2. Click **OK** to continue and delete the database column.

SRIS Software System Administrator's Guide

20 Equipment

This screen is only available to System Administrators.

The Equipment List screen allows you to add, edit, delete and test equipment connected to the Smart Roadside system.

To display the Equipment List screen

1. Click on the **Equipment** button located on the Display Settings for *User* screen, and all the screens accessible from the Display Settings for *User* screen.
2. The Equipment List screen will be displayed.

Name	Type	Location	Status	Address & Port
ALPS-Meridian	ALPS-Meridian	Meridian Camp	Enabled	10.10.100.100:8080
ALPS-Meridian	ALPS-Meridian	Meridian Camp	Enabled	10.10.100.100:8080
ALPS-Meridian	ALPS-Meridian	Meridian Camp	Enabled	10.10.100.100:8080
ALPS-Meridian	ALPS-Meridian	Meridian Camp	Enabled	10.10.100.100:8080
ALPS-Meridian	ALPS-Meridian	Meridian Camp	Enabled	10.10.100.100:8080
ALPS-Meridian	ALPS-Meridian	Meridian Camp	Enabled	10.10.100.100:8080
ALPS-Meridian	ALPS-Meridian	Meridian Camp	Enabled	10.10.100.100:8080
ALPS-Meridian	ALPS-Meridian	Meridian Camp	Enabled	10.10.100.100:8080
ALPS-Meridian	ALPS-Meridian	Meridian Camp	Enabled	10.10.100.100:8080
ALPS-Meridian	ALPS-Meridian	Meridian Camp	Enabled	10.10.100.100:8080

Figure 23: Equipment List screen

20.1 Add Equipment

To add new equipment; click on the **Add Equipment** button. The Add Equipment screen displays and is very similar to the Modify Equipment screen.

For detailed information concerning the Add Equipment screen please refer to Section 20.4 "Add or Modify Equipment screen," on page 37.

20.2 Restart System

When an equipment record is added to Smart Roadside it is necessary to restart the system.

Note: This operation can take between 8 and 20 seconds, during which time Smart Roadside will not be recording data.
It is recommended that the system is not restarted during normal working hours unless it is completely unavoidable.

SRIS Software System Administrator's Guide

To restart Smart Roadside:

1. Click on the **Restart System** button to initiate the system restart.
2. The screen will become blank while the system restarts, and then the Equipment List screen will be refreshed.

20.3 Equipment Data

The data displayed on the Equipment List screen is:

- **Name:** the name of the piece of equipment,
- **Type:** the type of equipment,
- **Enabled?:** the enable status of the equipment,
- **Lane:** the lane in which the equipment is located,
- **Address & Port:** the I/P address and port number of the piece of equipment.

There are also buttons to allow you to perform the following functions:

- **Modify,**
- **Test, and**
- **Delete.**

20.4 Add or Modify Equipment screen

This is available only to System Administrators.

The Add Equipment and Modify Equipment screens are very similar, and so both will be described here.

To Add or Modify an equipment record:

1. Click the **Modify** button located at the right hand end of the row specifying the piece of equipment or click on the **Add Equipment** button. The Add Equipment or Modify Equipment screen is displayed (see Figure 24, below.)

SRIS Software System Administrator's Guide

Modify Equipment

ALPR - Maryville

Name: ALPR - Maryville
 Type: ALPR
 Lane: A
 Minimum Vehicle Class: 1
 Address: 1111 N. Main St.
 Part 1: 1111
 Part 2: 1111
 Sensor: ALPR

Buttons: [Save] [Cancel] [Add] [Delete] [Print] [Help]

Name	Enabled	Type	Lane	Distance	Min Vehicle Class
LPR - Maryville	☒	ALPR	A	10	1
LPR - Maryville	☒	ALPR	A	10	1
LPR - Maryville	☒	ALPR	A	10	1
LPR - Maryville	☒	ALPR	A	10	1
LPR - Maryville	☒	ALPR	A	10	1

Figure 24: Modify Equipment screen – Also Add

- The data that can be added or modified for the piece of equipment are as follows. Fields marked with * are mandatory:
 - Equipment name ***: enter the name of the equipment,
 - Enabled:** click the check mark box to enable this piece of equipment,
 - Type ***: enter the equipment type. This data cannot be modified once the piece of equipment has been added,
 - Lead sensor:** click this check mark box to indicate if this piece of equipment is the lead sensor,
 - Lane ***: enter the lane associated with the equipment. This data cannot be modified once the piece of equipment has been added,
 - Distance:** enter the distance (in feet) between this piece of equipment and an associated piece of equipment, i.e. for a Wim: the distance from this trigger to the lead trigger,
 - Min vehicle class:** for triggers:
 - this is the length (in feet) of the smallest vehicle required to trigger the system,
 for other equipment:
 - this is the minimum vehicle class required for this equipment to trigger,

SRIS Software System Administrator's Guide

- **Triggering Equipment:** set this value to zero to have the equipment always trigger, use the drop down box to select the equipment used to trigger this piece of equipment,
- **Address *:** enter the I/P address of this piece of equipment in the form 10.10.100.49,
- **Port 1:** enter the port number,
- **Port 2:** enter the port number for the secondary equipment,
- **Notes:** enter any notes that may be helpful,

20.5 Equipment Data Records

This section of the screens allows you to specify how data items are to be displayed on the Summary and Detail screens.

These data items are automatically associated with the piece of equipment by SRIS and are only displayed after the equipment has been added to the system.

To specify display locations:

1. Click in the appropriate field and enter or modify the data, or select values from the drop down boxes.
 - **Display Name:** enter the name that will label this data item on the displays,
 - **Summary Display:** select display options from the drop-down list to specify when this data item displays on the summary screen
 - always,
 - never, or
 - alert only,
 - **Group:** enter a number to represent the column on the screen in which this data item is to be displayed.
 - **Order:** enter a number to represent the order, within the Group (screen column), in which this data will appear. Two database columns having the same order number will appear on the same line.
 - **Detail Display:** select display options from the drop-down list to specify when this data item displays on the detail screen
 - always,
 - never, or
 - alert only
 - **Group:** enter a number to represent the column on the screen in which this data item is to be displayed.
 - **Order:** enter a number to represent the order, within the Group (screen column), in which this data will appear. Two database columns having the same order number will appear on the same line.
 - **Streamed?:** click this check mark box to specify that this data item will be streamed to SRIS in real time,

SRIS Software System Administrator's Guide

- **Editable?:** click this check mark box to specify that this data item will be editable on the display.

20.6 Test

This is only available to System Administrators.

The **Test** button allows you to confirm that the piece of equipment is connected and working.

To test equipment response:

1. Click the **Test** button on the appropriate equipment record row. If the equipment is responding a message window similar to the following displays.

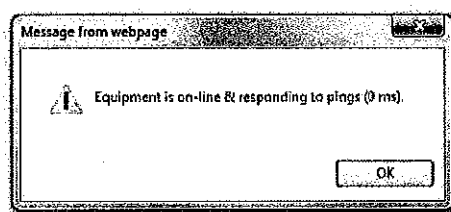


Figure 25: Successful Equipment Test

If the equipment is not responding a message window displays with possible causes and suggestions of how to correct the problem.

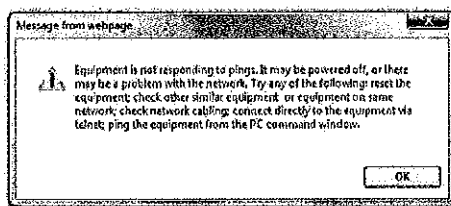


Figure 26: Failed Equipment Test

21 Alerts Screen

This screen allows you to define alerts to the system.

To display the Alerts screen:

1. Click on the **Alerts** button located on the Display Settings for screen, and all the screens accessible from the Display Settings for screen.
2. The Screening Settings screen will be displayed (see Figure 27, below.)

SRIS Software System Administrator's Guide

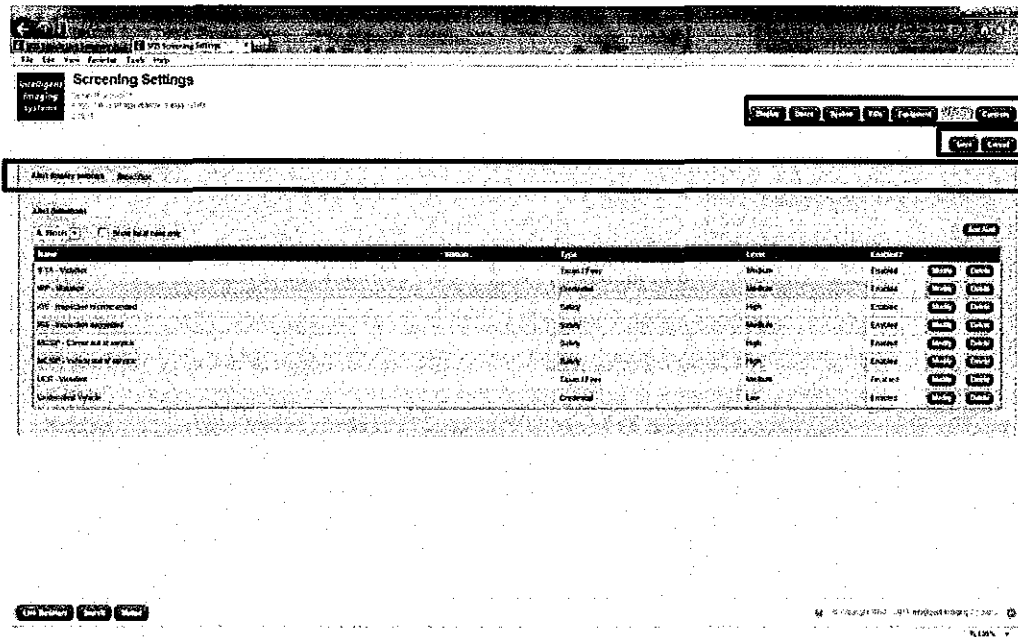


Figure 27: Screening Settings Screen

21.2 Alert Display settings

This section of the screen is hidden when the screen is initially displayed.

To display Alert Display settings:

1. Click the **Show / Hide** text at the top of the Alert display settings area of the screen. The Screening Settings screen redisplay, but with the Alert display panel showing (see Figure 28, below.)

SRIS Software System Administrator's Guide

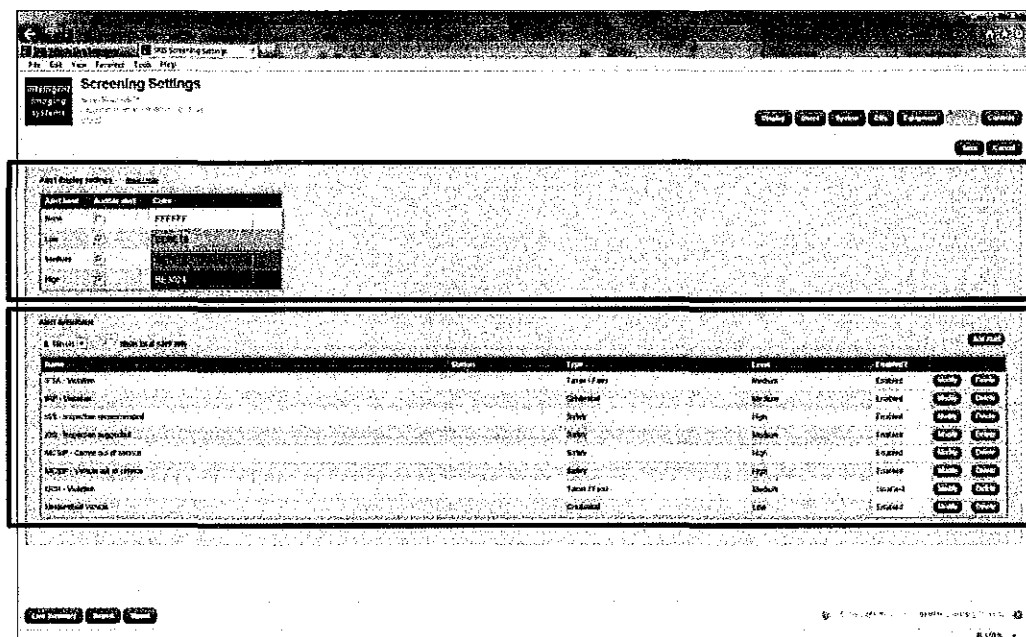


Figure 28: Screening Settings screen displaying Alert display settings

The **Alert display settings** section allows you to set audible alerts and the color in which the alert displays. This is possible for each level of alert, i.e. None, Low, Medium and High.

- **Audible alert:** click this check mark box to toggle the audible alert on or off,
- **Color:** select the color in which the background of the alert displays. Enter the color as either:
 - o the hexadecimal value of the color, i.e. FFFFFFFF for white, or
 - o click in the box and select a color from the palette displayed.

21.3 Alert definitions

This section of the screen allows you to specify alerts to SRIS. It is possible to view, modify, and add the conditions required to label a vehicle record as an alert.

- **Jurisdiction:** select the appropriate jurisdiction from the drop down list,
- **Local Rules Only?:** click this check mark box to display only rules which apply to this local station,

Each alert line displays the following data:

- **Name:** the name given to the alert,
- **Station:** the station to which this alert applies,
- **Type:** the alert type,
- **Level:** alert urgency level,

SRIS Software System Administrator's Guide

- **Enabled:** whether or not the alert is currently enabled,

21.4 Add Alert

To add an alert:

1. Click the **Add Alert** button. The Add Alert screen displays.

The screenshot shows the 'Add Alert' screen with the following fields and controls:

- Buttons:** Add, Edit, View, Refresh, Tools, Help, Cancel, Save, Close.
- Form Title:** New alert
- Fields:**
 - Name:** Text input field.
 - Level:** Drop-down menu.
 - Pull-In Rate (%):** Text input field.
 - Display Field #1:** Drop-down menu.
 - Display Field #2:** Drop-down menu.
 - Station:** Drop-down menu.
 - Type:** Drop-down menu.
 - Notes:** Text area.
- Checkboxes:**
 - Enabled?:** Checkmark box.
 - Active?:** Checkmark box.
- Buttons:** Save, Cancel.

Figure 29: Add Alert Screen

2. Enter the details that will form the alert.
 - **Enabled?:** click the check mark box to enable this alert and make it active,
 - **Jurisdiction:** assign the appropriate jurisdiction from the drop down box,
 - **Name:** assign a name that will be meaningful and informative,
 - **Station:** assign a station from the drop down list,
 - **Level:** assign a level for the alert from the drop down list,
 - **Type:** assign a type for the alert from the drop down list,
 - **Pull-In Rate:** assign a pull-in rate as a percentage,
 - **Display field #1:** assign a value from the drop down list to populate the first display field,
 - **Display field #2:** assign a value from the drop down list to populate the second display field,
 - **Notes:** enter any meaningful notes that will help with this alert.
3. Click the **Save** button to save the details.

SRIS Software System Administrator's Guide

4. The **Screening Settings** screen will be redisplayed with the newly added alert displayed.

21.5 Modify Alert

To modify an alert:

1. Click the **Modify Alert** button. The Modify Alert screen displays.

The screenshot shows the 'Modify Alert' screen. At the top, there's a navigation bar with buttons like 'Home', 'Screening', 'System', 'Data', 'Parameters', 'Alerts', and 'Control'. Below this is a 'Modify Alert' header. The main form is titled 'IFTA - Violation' and contains several fields: 'Enabled?' (checked), 'Jurisdiction' (set to 'E. Illinois'), 'Name' (set to 'IFTA - Violation'), 'Station' (set to 'all stations'), 'Level' (set to 'Level 1'), 'Type' (set to 'Level 1'), 'Pull-In Rate' (set to '100'), 'Display Field #1' (set to 'Name - Current IFTA Station Code'), 'Display Field #2' (set to 'None'), and 'Notes' (set to 'IFTA - Violation'). Below the form is a table of existing alerts:

Alert	Operator	Alert	Order	Alert
Alert - IFTA - DOT Denial	1	None	1	Alert Name
Alert - Current IFTA Station Code	1	Level 1	1	Alert Name
Alert - Current IFTA Station Code	1	Level 1	1	Alert Name

Figure 30: Modify Alert screen

2. Make the required changes and click on **Save** to save the data.
 - **Enabled?:** click the check mark box to enable this alert and make it active,
 - **Jurisdiction:** assign the appropriate jurisdiction from the drop down box,
 - **Name:** assign a name that will be meaningful and informative,
 - **Station:** assign a station from the drop down list,
 - **Level:** assign a level for the alert from the drop down list,
 - **Type:** assign a type for the alert from the drop down list,
 - **Pull-In Rate:** assign a pull-in rate as a percentage,
 - **Display field #1:** assign a value from the drop down list to populate the first display field,
 - **Display field #2:** assign a value from the drop down list to populate the second display field,
 - **Notes:** enter any meaningful notes that will help with this alert.

SRIS Software System Administrator's Guide

21.6 Add Query

Once an alert has been added it is possible to then add Query Clauses and Alert Clauses.

To add a query clause:

1. Click the **Add Query** button.
2. A new row is added to the screen.
 - **Alias:** assign an alias from the drop down box,
 - **Operator:** assign an operator from the drop down box. For most queries this will not be utilized,
 - **Alias:** assign an alias from the drop down box. For most queries this will not be utilized, or,
 - **...or Data:** enter a value to be compared to the first alias. In most cases this field will not be utilized,
 - **Order:** enter the order in which the clauses will be used to calculate the result.
3. Click the **Save** button to save the details.
4. The Modify Alert screen will be redisplayed with the newly added query clause displayed.

21.7 Add Alert

Once an alert has been added it is possible to then add Query Clauses and Alert Clauses.

To add an alert clause:

1. Click the **Add Alert** button.
2. A new row is added to the screen.
 - **Alias:** assign an alias from the drop down box,
 - **Operator:** assign an operator from the drop down box,
 - **Alias:** assign an alias from the drop down box, or,
 - **...or Data:** enter a value to be compared to the first alias,
 - **Order:** enter the order in which the clauses will be used to calculate the result.
3. Click the **Save** button to save the details.
4. The Modify Alert screen will be redisplayed with the newly added alert clause displayed.

21.8 Delete Alert

To delete an alert:

1. Click the **Delete Alert** button to delete the alert.
2. A confirmation dialog is displayed.

SRIS Software System Administrator's Guide

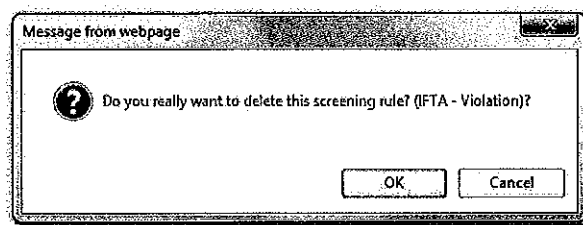


Figure 31: Delete Alert confirmation screen

3. To delete the alert click the **OK** button. To cancel the deletion, click the **Cancel** button.
4. The Screening Settings screen is redisplayed.

22 Controls

This screen allows you to specify whether station defined to SRIS is open, and whether the station can integrate with various SRIS components.

To display the Station Controls screen:

1. From the Display Settings For screen, or any of the screens accessible for it, click the **Controls** button.
2. The Station Controls screen is displayed.

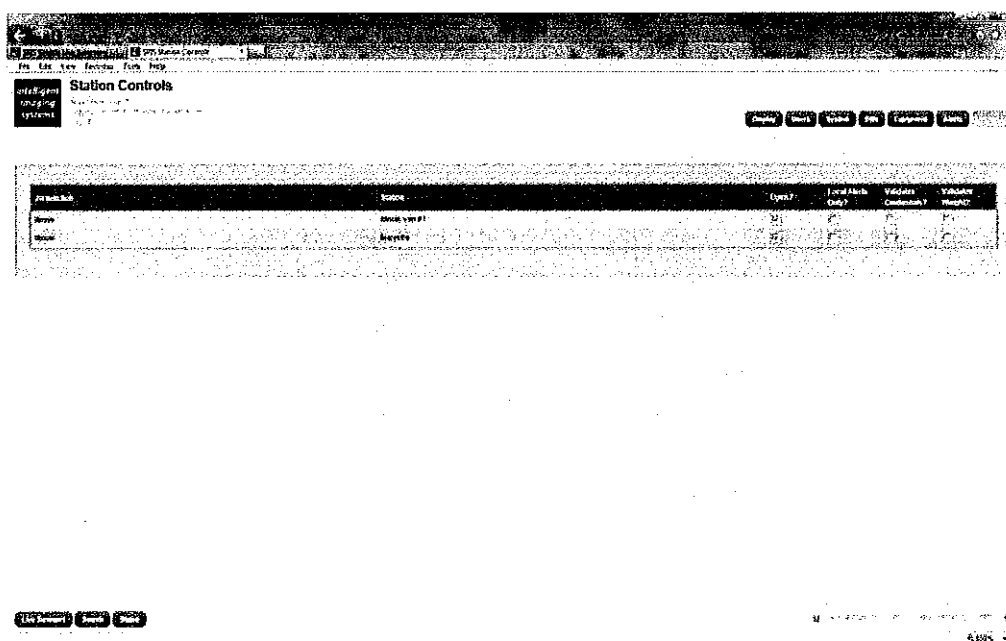


Figure 32: Station Controls screen

The Station Controls screen displays the following details:

- **Jurisdiction:** the name of the jurisdiction of this data row,
- **Station:** the name of the station of this data row,

SRIS Software System Administrator's Guide

- **Open?:** click the check mark box to specify that the station is accepting traffic,
- **Local Alerts Only?:** click this check mark box to specify whether to disable all alerts excepts for those specific to this station,
- **Validates Credentials?:** click this check mark box if the station is able to validate DriveWyze™ credentials,
- **Validates Weight?:** click this check mark box is the station is able to validate weight for DriveWyze™.

23 Using Active Directory

Active Directory is a technology to provide network services.

Active directory is used by System Administrators to store information about users, assign security policies, and deploy software.

SRIS uses Active Directory, amongst other things, to automate the login process.

SRIS Software System Administrator's Guide

24 Help

Note: Service or updates will be done by IIS personnel.

If you encounter a setup or operational problem, contact IIS by:

- Phone: 1.877.393.3939 (toll free) or 1.780.461.3355,
- Fax: 1.877.393.8883 (toll free) or 1.780.461.3039, or
- Email: info@intelligentimagingystems.com.

25 Abbreviations and Terms

Abbreviations and Terms	Descriptions
ALPR	Automated License Plate Reader
CDL	Commercial Driver's License
CMV	Commercial Motor Vehicle
.CSV	Comma Separated Value -- a standard file format
DB/Db	Database
DOT	Department of Transport
hh:mm:ss	Hours, minutes, seconds
ID	Identification Number
IE	Internet Explorer
IIS	Intelligent Imaging Systems
IP	Internet Protocol -- a standard internet transmission protocol
SRIS	Smart Roadside Inspection System
YYYY-MM-DD	Year, month, day
VIN	Vehicle Identification Number

SRIS Software System Administrator's Guide

26 Quality Information and Revisions

Document: SRIS Software System Admin Guide
 Date created: September 2011
 Updated:
 Reviewed:

Rev.	Rev. Date	Details	Editor	Change description
1.0	Aug, 2011	FINAL	Garry Griffin	Previous GUI FINAL document
1.9	Aug, 2011	DRAFT	Garry Griffin	Changes for new GUI
2.0	Sep, 2011	FINAL	Garry Griffin	Release 2 FINAL document

Our Privacy Policy

Last updated: Aug 8, 2012

Your privacy is important to Intelligent Imaging Systems, Inc. ("IIS"). This Privacy Policy covers how we collect, use, disclose, transfer, and store your information. Please take a moment to familiarize yourself with our privacy practices and let us know if you have any questions.

Pre-amble

The data used by IIS' Smart Roadside Inspection System ("SRIS"), is based on the license plate number and/or the United States Department of Transport ("USDOT") number. The information obtained by using these two identifiers is of a corporate nature and not an individual nature. IIS therefore does not collect data that could identify an individual. The data is used as a vehicle screening tool to enable inspection personnel to make informed decisions as to whether a vehicle should be inspected.

Our Policy

This policy applies to information collected by IIS' SRIS equipment located at Port of Entries, weigh stations and inspection points. The questions and answers below cover the type of information we collect, how we protect that information, and how we use the collected information.

We reserve the right to modify, alter or otherwise update this policy at any time, so we encourage you to check back periodically so that you are always aware of our most current policies regarding your privacy. The policy date above will change on the date any policy changes are made.

Collection and Use of Personal Information

Personal information is data that can be used to uniquely identify or contact a single person, and includes such things as name, age, gender, educational background and performance, occupation, contact information, financial information and other information which can be linked to an individual's identity. It does not apply to the information of non-individuals, such as corporations and other business entities and, generally speaking, to business contact information of individuals.

IIS' SRIS does not collect or use any private individual information. All data used by the system is at a corporate level.

What personal information we collect

IIS' SRIS does not collect private individual data.

Collection and Use of Non-Personal Information

We also collect non-personal information – data in a form that does not permit direct association with any specific individual. We may collect, use, transfer, and disclose non-personal information for any purpose.

The data collected is used by the inspection personnel to determine the legal status of the vehicle in question, and to help them make informed decisions as to whether the vehicle should be pulled over for an inspection.

The data collected is related to corporate entities and not private individuals. The information collected begins with the vehicle license plate number and USDOT number, this data is used to query relevant State and Federal databases with the intent of determining the legality of the vehicle and operator. The data returned by the databases can include, but not be limited to, corporate tax status, legal status of the vehicle and fines unpaid. Also collected are the date and time of day and an overview photograph of the vehicle which can be used by the inspection personnel to help identify the vehicle

Data collected is the property of the State agency operating the system, and is not divulged to any third party individuals or organizations. IIS does not keep or store any data gathered by the system.

We also may collect information regarding anonymous or aggregated customer activities on our system. This information is aggregated and used to help us provide more useful information to the State agencies. Aggregated data is considered non-personal information for the purposes of this Privacy Policy.

Disclosure to Third Parties

IIS does not make any of the data used by SRIS available to third parties. The data collected is the property of the State agency operating the system.

Service Providers

Communication between SRIS components may be made by wireless communication. All data sent by wireless communication is encrypted by 128 byte SSL technology.

Our Companywide Commitment to Your Privacy

To make sure your personal information is secure; we communicate our privacy and security guidelines to IIS employees and strictly enforce privacy safeguards within the company.

Privacy Questions

If you have any questions or concerns about IIS' Privacy Policy or data processing, please contact IIS' Privacy officer at privacy@intelligentimagingssystems.com. IIS may update its Privacy Policy from time to time. When we change the policy in a material way, a notice will be posted on our website along with the updated Privacy Policy.

Vehicle Counts (midnight to midnight, each of the last 7 days)

Date	Lane	Total Vehicles	No Alert	No Alert (%)	Alert	Alert (%)
08/07/2012 0:00	Anthony EB I-10	3602	1850	51	1752	48
08/07/2012 0:00	Anthony POE WB-10	1921	770	40	1151	59
08/07/2012 0:00	Gallup POE EB-40	1350	626	46	724	53
08/07/2012 0:00	Gallup WB I-40	2600	1332	51	1268	48
08/07/2012 0:00	Lordsburg Exit 20	218	85	38	133	61
08/07/2012 0:00	Lordsburg Exit 24	464	217	46	247	53
08/07/2012 0:00	Lordsburg POE EB-10	1477	681	46	796	53
08/07/2012 0:00	Lordsburg WB I-10	3099	1459	47	1640	52
08/07/2012 0:00	Raton POE SB-25	475	180	37	295	62
08/07/2012 0:00	Raton VSRIS NB-25	1053	431	40	622	59
08/07/2012 0:00	San Jon POE WB-40	737	407	55	330	44
08/07/2012 0:00	San Jon SR392 NB	27	27	100		
08/07/2012 0:00	San Jon VSRIS EB-40	2181	1176	53	1005	46
	Total for Day	19204	9241		9963	
08/08/2012 0:00	Anthony EB I-10	4175	2037	48	2138	51
08/08/2012 0:00	Anthony POE WB-10	2015	827	41	1188	58
08/08/2012 0:00	Gallup POE EB-40	1925	969	50	956	49
08/08/2012 0:00	Gallup WB I-40	3281	1653	50	1628	49
08/08/2012 0:00	Lordsburg Exit 20	275	124	45	151	54
08/08/2012 0:00	Lordsburg Exit 24	569	246	43	323	56
08/08/2012 0:00	Lordsburg POE EB-10	1650	817	49	833	50
08/08/2012 0:00	Lordsburg WB I-10	3315	1646	49	1669	50
08/08/2012 0:00	Raton POE SB-25	523	212	40	311	59
08/08/2012 0:00	Raton VSRIS NB-25	1090	466	42	624	57
08/08/2012 0:00	San Jon SR392 NB	68	68	100		
08/08/2012 0:00	San Jon VSRIS EB-40	3535	1850	52	1685	47
	Total for Day	22421	10915		11506	
08/09/2012 0:00	Anthony EB I-10	4126	2059	49	2067	50
08/09/2012 0:00	Anthony POE WB-10	2011	820	40	1191	59
08/09/2012 0:00	Gallup POE EB-40	1793	869	48	924	51
08/09/2012 0:00	Gallup WB I-40	3539	1794	50	1745	49
08/09/2012 0:00	Lordsburg Exit 20	284	99	34	185	65
08/09/2012 0:00	Lordsburg Exit 24	552	261	47	291	52
08/09/2012 0:00	Lordsburg POE EB-10	1512	939	62	573	37
08/09/2012 0:00	Lordsburg WB I-10	3651	1771	48	1880	51
08/09/2012 0:00	Raton POE SB-25	481	199	41	282	58
08/09/2012 0:00	Raton VSRIS NB-25	1162	482	41	680	58
08/09/2012 0:00	San Jon SR392 NB	34	34	100		
08/09/2012 0:00	San Jon VSRIS EB-40	3464	1874	54	1590	45
	Total for Day	22609	11201		11408	
08/10/2012 0:00	Anthony EB I-10	3873	1851	47	2022	52
08/10/2012 0:00	Anthony POE WB-10	1731	695	40	1036	59

08/10/2012 0:00	Gallup POE EB-40	1639	773	47	866	52
08/10/2012 0:00	Gallup WB I-40	2897	1424	49	1473	50
08/10/2012 0:00	Lordsburg Exit 20	258	102	39	156	60
08/10/2012 0:00	Lordsburg Exit 24	528	235	44	293	55
08/10/2012 0:00	Lordsburg POE EB-10	1386	717	51	669	48
08/10/2012 0:00	Lordsburg WB I-10	3403	1637	48	1766	51
08/10/2012 0:00	Raton POE SB-25	409	175	42	234	57
08/10/2012 0:00	Raton VSRIS NB-25	1077	483	44	594	55
08/10/2012 0:00	San Jon POE WB-40	332	189	56	143	43
08/10/2012 0:00	San Jon SR392 NB	41	41	100		
08/10/2012 0:00	San Jon VSRIS EB-40	3377	1781	52	1596	47
	Total for Day	20951	10103		10848	
08/11/2012 0:00	Anthony EB I-10	3511	1770	50	1741	49
08/11/2012 0:00	Anthony POE WB-10	1434	618	43	816	56
08/11/2012 0:00	Gallup POE EB-40	1964	977	49	987	50
08/11/2012 0:00	Gallup WB I-40	3283	1616	49	1667	50
08/11/2012 0:00	Lordsburg Exit 20	270	125	46	145	53
08/11/2012 0:00	Lordsburg Exit 24	502	226	45	276	54
08/11/2012 0:00	Lordsburg POE EB-10	1351	512	37	839	62
08/11/2012 0:00	Lordsburg WB I-10	3257	1512	46	1745	53
08/11/2012 0:00	Raton POE SB-25	331	140	42	191	57
08/11/2012 0:00	Raton VSRIS NB-25	1037	522	50	515	49
08/11/2012 0:00	San Jon POE WB-40	1609	972	60	637	39
08/11/2012 0:00	San Jon SR392 NB	40	40	100		
08/11/2012 0:00	San Jon VSRIS EB-40	3521	1856	52	1665	47
	Total for Day	22110	10886		11224	
08/12/2012 0:00	Anthony EB I-10	3476	1653	47	1823	52
08/12/2012 0:00	Anthony POE WB-10	1406	570	40	836	59
08/12/2012 0:00	Gallup POE EB-40	1760	875	49	885	50
08/12/2012 0:00	Gallup WB I-40	4309	2054	47	2255	52
08/12/2012 0:00	Lordsburg Exit 20	284	121	42	163	57
08/12/2012 0:00	Lordsburg Exit 24	511	210	41	301	58
08/12/2012 0:00	Lordsburg POE EB-10	1332	526	39	806	60
08/12/2012 0:00	Lordsburg WB I-10	3509	1671	47	1838	52
08/12/2012 0:00	Raton POE SB-25	275	100	36	175	63
08/12/2012 0:00	Raton VSRIS NB-25	907	349	38	558	61
08/12/2012 0:00	San Jon POE WB-40	1051	595	56	456	43
08/12/2012 0:00	San Jon SR392 NB	35	35	100		
08/12/2012 0:00	San Jon VSRIS EB-40	3867	1930	49	1937	50
	Total for Day	22722	10689		12033	

Data Retention Policy

Last updated: Aug 14, 2012

This document outlines the Data Retention Policy for all types of data collected by Intelligent Imaging Systems, Inc. ("IIS") related to its Customers.

Types of Data

Personal Data

Personal information is data that can be used to uniquely identify or contact a single person, and includes such things as name, age, gender, educational background and performance, occupation, contact information, financial information and other information which can be linked to an individual's identity. It does not apply to the information of non-individuals, such as corporations and other business entities and, generally speaking, to business contact information of individuals.

The IIS Smart Roadside Inspection Systems ("SRIS") does not collect Personal Information as defined above.

Non-Personal Data

Non-personal information is defined as any data in a form that does not permit direct association with a specific individual. Examples of such non-personal data relate to information collected from integrated roadside sensors and local, remote information system databases. This data includes license plate number, US Department of Transport ("USDOT") number, vehicle weight, dimensions, speed and classification, corporate tax data, corporate legal status, carrier safety history and safety rating, etc.

The data collected by SRIS is at a corporate level and as such does not identify an individual. Data collected is the property of the State/Provincial agency operating the system.

Retention Policy for Non-Personal Data: All non-personal data will be kept indefinitely for use in statistical analysis designed to analyze our services with the goal of improving them.

All data will be retained for the maximum length of time allowed by law



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Dispatch via Print

Department of Public Safety

4491 Cerrillos Road
Santa Fe NM 87507
United States

Vendor: 0000075921
INTELLIGENT IMAGING SYSTEMS
4518-101 STREET
EDMONTON AB T6E 5G9
Canada

Purchase Order 79000-0000026329	Date 07/02/2012	Revision	Page 1
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way	
Buyer KARANA HARING	Phone		

Ship To: 4491 Cerrillos Road
Santa Fe NM 87507
United States

Bill To: P.O. Box 1628
Santa Fe NM 87504
United States

Origin: SOL **ExclExcl #:**

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	Maintenance Agreement for MTPD License Plate Readers as per SPD Contract number 10-790-00-00946, FY13, 7/1/12-10/4/12		1.00 EA	49,995.00	49,995.00	07/02/2012
	79000-12804-8020600000-535600-21-	-DPSMTD11TRD04-	-113-20000			
	Schedule Total				<u>49,995.00</u>	
	Item Total				<u>49,995.00</u>	
	Total PO Amount				<u>49,995.00</u>	

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (07/92)

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
 - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractors plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARRANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
 - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. PAYMENT FOR PURCHASES: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. WORKERS COMPENSATION: The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. PAY EQUITY RECORDING: The Contractor agrees to comply with New Mexico Pay Equity reporting requirements as detailed in Executive Order 2009-049 Implementation Guidance available at <http://www.generalservices.state.nm.us/spd/guidance.pdf>



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

CHANGE ORDER

Dispatch via Print

Department of Public Safety

4491 Cerrillos Road
Santa Fe NM 87507
United States

Vendor: 0000075921
INTELLIGENT IMAGING SYSTEMS
4518-101 STREET
EDMONTON AB T6E 5G9
Canada

Purchase Order 79000-0000023591	Date 10/25/2011	Revision 1 - 05/29/2012	Page 1
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way	
Buyer KARANA HARING	Phone		

Ship To: 4491 Cerrillos Road
Santa Fe NM 87507
United States

Bill To: P.O. Box 1628
Santa Fe NM 87504
United States

Origin: SOL **Exc/Excl #:**

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	Maintenance Agreement for MTPD License Plate Readers as per SPD Contract number 10-790-00-00946		1.00 EA	149,985.00	149,985.00	10/25/2011
	79000-12804-8020600000-535600-21-	-DPSMTD11TRD04-	-112-10000			
	Schedule Total				149,985.00	
	Item Total				149,985.00	
	Total PO Amount				149,985.00	

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (07/92)

1. **GENERAL:** When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. **VARIATION IN QUANTITY:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. **ASSIGNMENT:**
 - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **STATE FURNISHED PROPERTY:** State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. **DISCOUNTS:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. **INSPECTION:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. **INSPECTION OF PLANT:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractors plant or place of business, which is related to the performance of this contract.
8. **COMMERCIAL WARRANTY:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. **TAXES:** The unit price shall exclude all State taxes.
10. **PACKING, SHIPPING AND INVOICING:**
 - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **DEFAULT:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **NON-COLLUSION:** In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. **NON-DISCRIMINATION:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. **THE PROCUREMENT CODE:** Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. **PAYMENT FOR PURCHASES:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. **WORKERS COMPENSATION:** The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. **PAY EQUITY RECORDING:** The Contractor agrees to comply with New Mexico Pay Equity reporting requirements as detailed in Executive Order 2009-049 Implementation Guidance available at <http://www.generalservices.state.nm.us/spd/guidance.pdf>



State of New Mexico
General Services Department

Contract

Awarded Vendor

0000075921

Intelligent Imaging System

300-1275 W. 6th Avenue

Vancouver, BC V6H1A6

Telephone No. 877-393-3939

Contract Number: 10-790-00-00946

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:

New Mexico Department of Public Safety/MTD

4491 Cerrillos Road

Santa Fe, NM 87507

Procurement Specialist: Fran Dunaway *FD*

Telephone No.: 505-827-2331

Invoice:

Same as "Ship To" address

For questions regarding this contract please contact:
Major Ron Cordova at 505-476-2452

Title: **Maintenance & Support of Hardware & Software for MTPD Smart Roadside System**

Term: **October 5, 2011 thru October 4, 2012**

This Contract is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Contract.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/4/11

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

TD

State of New Mexico

Department of Public Safety

Information Technology

Agreement

Contract No. 10-190-00-00946

THIS Information Technology Agreement ("Agreement") is made by and between the State of New Mexico, **Department of Public Safety**, hereinafter referred to as the "Procuring Agency" and Intelligent Imaging Systems, 4954-89 Street, Edmonton, Alberta, Canada, T6E5K1, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq*; and Procurement Code Regulations, NMAC 1.4.1 *et. seq*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the SOLE SOURCE and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

- A. **"Acceptance"** shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the Procuring Agency.
- B. **"Change Request"** shall mean the document utilized to request changes or revisions in the Scope of Work.
- C. **"Chief Information Officer ("CIO")"** shall mean the Secretary/CIO of the Department of Information Technology for the State of New Mexico or designated representative.
- D. **"Deliverable"** shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- E. **"DoIT"** shall mean the Department of Information Technology.
- F. **"DFA"** shall mean the Department of Finance and Administration; **"DFA/CRB"** shall mean the Department of Finance and Administration, Contracts Review Bureau.
- G. **"Escrow"** shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to be held by that party until the performance of a condition is accepted; in the event contractor fails to perform, the grantee agency receives the legal document, in this case, source code.
- H. **"Enhancement"** means any modification or addition that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an Error Correction. After conferring with Procuring Agency, an Enhancement may be identified as minor or major.

- I. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives.
- J. "Know How" shall mean all technical information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
- K. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
- L. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a project and the project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Agency.
- M. "Payment Invoice" shall mean a detailed, certified and written request for payment of services rendered from the Contractor to the Procuring Agency. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.
- N. "Performance Bond" shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.
- O. "Project" shall mean a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project approval is given by the Executive Level Representative and verified by the agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is Smart Roadside System Maintenance.
- P. "Project Manager" shall mean a qualified person from the Procuring Agency responsible for all aspects of the Project or the administration of this Agreement. Under the terms of this Agreement, the Project Manager shall be Major Ron Cordova or designated representative.
- Q. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
- R. "State Purchasing Agent (SPA)" - shall mean the State Purchasing Agent for the State of New Mexico or designated representative.
- S. "State Purchasing Division (SPD)" - shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.

ARTICLE 2 – SCOPE OF WORK

- A. Scope of Work. The Contractor shall perform the work as outlined in **Exhibit A**, attached hereto and incorporated herein by reference.
- B. Performance Measures. Contractor shall substantially perform the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results and the proposed timetable for

implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its rights pursuant to **Article 6**.

C. Schedule. The due dates, as set forth in Exhibit A, shall not be altered or waived by the Procuring Agency without prior written approval, through the Change Management process, as defined in **Article 14**.

D. License. Not Applicable

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A.

B. Payment. The total compensation under this Agreement shall not exceed one hundred ninety-nine thousand nine hundred eighty dollars (\$199,980.00), excluding New Mexico gross receipts tax. Payment shall be made monthly in the amount of sixteen thousand six hundred sixty five dollars (\$16,665.00).

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes.

The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable

E. Performance Bond. Not Applicable.

ARTICLE 4 – ACCEPTANCE

A. **Submission.** Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A.

B. **Acceptance.** In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been **Accepted**, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

- 1.) Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
- 2.) Complies with the terms and conditions of the Sole Source;
- 3.) Meets the performance measures for the Deliverable(s) and this Agreement;
- 4.) Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
- 5.) Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or designee, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) business days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

C. **Rejection.** Unless the Executive Level Representative gives notice of rejection within the fifteen (15) day business day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) business days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) business days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The Procuring Agency may seek any and all damages and

remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Agency may terminate this Agreement.

ARTICLE 5 - TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL ^{PC 7/} ~~APPROVED BY THE DOIT, THE STATE PURCHASING AGENT, AND DEACRE.~~ ^{law} This Agreement shall not begin before ^{October 4,} ~~April 1, 2011~~ and shall terminate on ^{October 4,} ~~March 31, 2012~~, unless terminated pursuant to Article 6.

ARTICLE 6 - TERMINATION

This Agreement may be terminated as follows:

- A. General. By the either Party upon written notice to be delivered to the other party not less than ten (10) business days prior to the intended date of termination.
- B. Appropriations. By the Procuring Agency, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency terminates this Agreement pursuant to this subsection, the Procuring Agency shall provide the Contractor written notice of such termination at least fifteen (15) business days prior to the effective date of the termination.
- C. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE PROCURING AGENCY AND THE STATE OF NEW MEXICO CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 - TERMINATION MANAGEMENT

- A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:
- 1.) Transfer, deliver, and/or make readily available to the Procuring Agency property in which the Procuring Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Procuring Agency;
 - 2.) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the Procuring Agency;
 - 3.) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agency may direct, for orderly completion and transition;

- 4.) Take such action as the Procuring Agency may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
- 5.) Agree that the Procuring Agency is not liable for any costs arising out of termination and that the Procuring Agency is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
- 6.) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agency programs;
- 7.) In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Agency's receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Agency the full amount of the reduction;
- 8.) Should this Agreement terminate due to the Contractor's default, the Contractor shall reimburse the Procuring Agency for all costs arising from hiring new contractor/subcontractors at potentially higher rates and for other costs incurred;
- 9.) In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall assist and cooperate with the Procuring Agency in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Agency or created by the Contractor under this Agreement, to the Procuring Agency, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Project Manager, the Contractor shall provide to the Procuring Agency a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Agency or created by the Contractor under this Agreement.

B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Procuring Agency shall 1) Retain ownership of all work products and documentation created pursuant to this Agreement; and 2) Pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 –INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the Procuring Agency, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) days after it

receives notice thereof, notify, by certified mail, the legal counsel of the Procuring Agency, the Risk Management Division of the New Mexico General Services Department, and the DoIT.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the Procuring Agency, as necessary, to satisfy any outstanding claim that the Procuring Agency may have against the Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

A. Ownership.

Contractor hereby acknowledges and grants to the Procuring Agency a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. **Intellectual Property Indemnification.** The Contractor shall defend, at its own expense, the Procuring Agency, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorneys fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Agency based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the Procuring Agency for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Agency shall:

- 1.) Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
- 2.) Work with the Contractor to control the defense and settlement of the claim, as allowed under the law; and
- 3.) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. **Procuring Agency Rights.** If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

- 1.) Provide the Procuring Agency the right to continue using the product or service and fully indemnify the Procuring Agency against all claims that may arise out of the Procuring Agency's use of the product or service;
- 2.) Replace or modify the product or service so that it becomes non-infringing; or

- 3.) Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.

ARTICLE 11 - WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverables as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverables and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Brian Heath
Fred Ko

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

ARTICLE 13 – STATUS OF CONTRACTOR

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State

of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Procuring Agency.

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

- 1) Deliverable requirements;
- 2) Compensation due under the terms of this Agreement; or
- 3) Due Date of any Deliverable, as outlined in Exhibit A.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria: 1) The Project Manager shall draft a written Change Request for Executive Level Representative review and approval to include: the name of the person requesting the change, a summary of the required change, the start date for the change, the reason and necessity for change, the urgency level for the change, the elements to be altered, the impact of the change, the staffing plan associated with the change, the impact on the schedule for implementing the change, the cost impact, the risk assessment and a recommended approach to the change, and 2) The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) working days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change requests, once approved, become a part of the contract and become binding as a part of the original contract.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

If Independent Validation and Verification ("IV&V") services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to: 1) Providing project documentation; 2) Allowing the IV&V vendor to sit in on project meetings; and 3) Supplying the IV&V vendor with any other material as directed by the Project Manager.

ARTICLE 16 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor's site or the Procuring Agency's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the Procuring Agency or for losses occasioned by the Procuring Agency's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the Procuring Agency or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 19 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

ARTICLE 20 – SUBCONTRACTING

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its

obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Procuring Agency.

ARTICLE 21 – RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 22 – CONFIDENTIALITY

Any confidential information provided to the contractor by the agency or, developed by the Contractor based on information provided by the agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such confidential information to the Procuring Agency will result in direct, special and incidental damages.

ARTICLE 23 – CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, CIO, SPA, and DFA. The Procuring Agency shall have the right to audit billings both before and after payment. Payment for services under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurennewmexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

ARTICLE 27 --- EMPLOYEE PAY EQUITY REPORTING

A. Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award

but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

C. Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

ARTICLE 28 - MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For PROCURING AGENCY
Major Ron Cordova
New Mexico Department of Public Safety
4491 Cerrillos Road
Santa Fe, NM 87507

For CONTRACTOR
Intelligent Imaging Systems
4954-89 Street
Edmonton, Alberta, Canada T6E5K1

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30- GENERAL PROVISIONS

A. **Civil and Criminal Penalties.** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

B. **Equal Opportunity Compliance.** The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

C. **Workers Compensation.** The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

D. **Applicable Law.** The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the Procuring Agency's main office is located. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits.

E. **Waiver.** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

F. **Headings.** Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

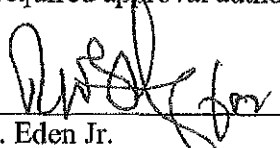
ARTICLE 32 -- TIME

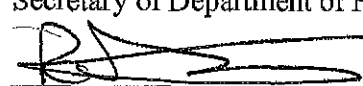
Calculation of Time. Any time period herein calculated by reference to "days" means calendar days; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

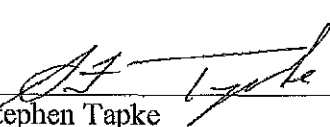
ARTICLE 33 -- FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By:  Date: 9/27/11
Gorden E. Eden Jr.
Secretary of Department of Public Safety

By:  Date: August 31, 2011
Ron Sirtonski
Controller, Intelligent Imaging Systems

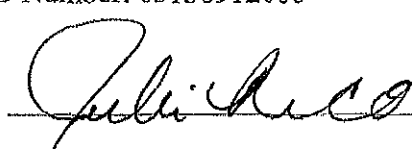
By:  Date: 9/27/11
Stephen Tapke
Deputy Chief Information Officer for Department of Public Safety

Approved for legal sufficiency:

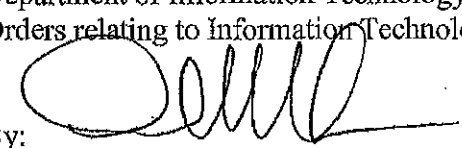
By:  Date: 9/27/2011
Rosemary P. McCourt
Deputy Chief Counsel, Department of Public Safety

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: 03136912000

By:  Date: 9/29/11
Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Laws 2007, Chapter 290 and any and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico:

By:  Date: 30 SEP 11
Darryl Ackley, Secretary Designee
Department of Information Technology

This Agreement has been approved by the SPA:

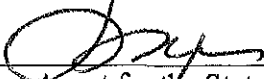
By:  Date: 10/5/11
Purchasing Agent for the State of New Mexico

EXHIBIT A – SCOPE OF WORK

- I. Performance Measures: The maintenance on the Motor Transportation Division (MTD) Smart Roadside systems that is used by the state to identify high risk carriers. The system is also utilized to identify carriers not in compliance with the NM Weight Distance Tax.
 - A. Goals. The smart roadside systems are used by MTD to identify high risk carriers utilizing the algorithm produced the Federal Motor Carrier Safety Administration. The State and DPS goal is the improvement of traffic safety in New Mexico by reducing traffic deaths and heavy vehicle crash rates.
 - B. Objectives. This maintenance Agreement allows the agency to maintain and use the smart roadside systems, which greatly increase the efficiency of the vehicle selection process for inspection.
 - C. Activities. Maintaining and supporting the hardware & software used by MTD for the smart roadside systems.

II. Scope of Work

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverables are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following Sections. Although only two Deliverables are listed below, they are in place for example purposes only. Agencies may identify as many Deliverables, with attendant Tasks and Subtasks, as needed to accomplish the project goals and objectives.

The scope of work will cover the following locations and equipment:

LOCATION	HARDWARE	SOFTWARE
Anthony <i>IIS SRIS (Ramp)</i>	➤ IIS SRIS IBM server ➤ IIS SRIS Workstation (monitor, keyboard & mouse) ➤ IIS SRIS ramp pole-mount electronics cabinet ➤ IIS OVC1 System ➤ IIS ALPR2 System ➤ IIS AUR3 System ➤ IIS SRIS sensor triggers ➤ IRD Single Threshold Kistler WIM4 System	IIS SRIS Station Software IRD WIM Control
San Jon <i>IIS SRIS (Ramp)</i>	➤ IIS SRIS IBM server ➤ IIS SRIS Workstation (monitor, keyboard & mouse) ➤ IIS SRIS ramp pole-mount electronics cabinet ➤ IIS OVC System ➤ IIS ALPR System ➤ IIS AUR System ➤ IIS SRIS sensor triggers	IIS SRIS Station Software
Gallup <i>IIS SRIS (Ramp)</i>	➤ IIS SRIS IBM server ➤ IIS SRIS Workstation (tablet PC, keyboard & mouse) ➤ IIS SRIS electronics cabinet ➤ IIS OVC System ➤ IIS ALPR System ➤ IIS AUR System ➤ IIS SRIS sensor triggers	IIS SRIS Station Software
IIS SRIS Mobile Trailer	➤ IIS SRIS IBM server ➤ IIS SRIS Workstation (tablet PC, keyboard & mouse) ➤ IIS SRIS electronics cabinet ➤ IIS OVC System ➤ IIS ALPR System ➤ IIS AUR System ➤ IIS SRIS sensor triggers ➤ IIS SRIS Trailer includes all communication equipment ➤ Onboard battery power	IIS SRIS Station Software
Santa Fe DPS Headquarters IIS SRIS Central Server	➤ IIS SRIS IBM Server	IIS SRIS Enterprise & Local Services

A. Deliverable Number 1 Maintenance on the Smart Roadside Inspection system

<u>Deliverable One</u>		<u>Due Date</u>	<u>Compensation</u>
Maintenance on the Hardware Support & Maintenance for MTP Smart Roadside Systems		April 1, 2011 through March 31, 2012.	Annual payment in 12 equal monthly installments of \$16,665.00 each, paid in arrears, excluding NM gross receipts tax
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>	
Maintenance Hardware Support	Sub 1	Contractor shall continuously monitor all sites hardware status and must be maintained in operational status. Must maintain system performance.	
	Sub 2	Contractor shall provide regularly scheduled site visit(s) to inspect and/or repair all IIS and third party roadside technology hardware.	
	Sub 3	Contractor must provide a quarterly Standard Performance report. Contractor shall include parts, labor, and expense detail associated with supporting the MTP Smart Roadside Systems in the quarterly report.	
	Sub 4	Contractor must provide all parts, labor and expenses.	

B. Deliverable Number 2 Software Support & Maintenance

<u>Deliverable Two</u>		<u>Due Date</u>	<u>Compensation</u>
Software Support for MTP Smart Roadside Systems		April 1, 2011 through March 31, 2012	\$0.00 INCLUDED WITH DELIVERABLE ONE ABOVE
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>	
Software Support for MTP Smart Roadside Systems	Sub 1	Contractor shall continuously monitor all sites and central server software status and must maintain operational status and system performance. The Contractor shall notify the Agency immediately of any downtime, including scheduled or unscheduled outages. The Contractor shall subsequently notify the Agency of cause and expected time of restored functionality.	
	Sub 2	The contractor must troubleshoot and repair all IIS roadside technology software within 72 hours.	
	Sub 3	Contractor shall provide installation of any major and on-going updates for all IIS software. The Contractor shall notify Agency of pending installations at least one week in advance. Contractor shall subsequently notify Agency of installation completions. Any major configuration change which may affect functionality shall be logged and made available to Agency upon request and included in quarterly report.	
	Sub 4	Contractor shall provide SRIS interface configuration feature requests.	
	Sub 5	Contractor shall provide unlimited phone support for any IIS software issues through a toll free access to IIS service staff to address any questions on system operation.	
	Sub 6	Contractor shall provide ongoing annual refresher training services which would include ad-hoc remote training through on-line Webex services and/or scheduled onsite training as requested. Classroom training will include up to two days of refresher training, all necessary training materials and presentation aids.	
	Sub 7	Contractor shall provide all parts, labor & expenses.	



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence
Dispatch via Print

Department of Public Safety

4491 Cerrillos Road
Santa Fe NM 87507
United States

Vendor: 0000075921
INTELLIGENT IMAGING SYSTEMS
300-1275 W 6TH AVENUE
VANCOUVER BC V6H 1A6
Canada

Purchase Order 79000-0000012643	Date 02/20/2009	Revision 1 - 05/19/2009	Page 1
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way	
Buyer KARANA HARING	Phone		
Ship To: See Detail Below			

Bill To: P.O. Box 1628
Santa Fe NM 87504
United States

Origin: ENC **Excl/Excl #:**

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	Enhanced Electronic Screening Project Gallup Ship To: 1060100000 4491 Cerrillos Road Santa Fe NM 87507 United States		1.00 EA	28,189.35	28,189.35	02/20/2009
	79000-12802-5020600000-535200-30-	-DPSIT073501MTD-	-109-80000			
	Schedule Total				<u>28,189.35</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0	Release: 1			
	Item Total				<u>28,189.35</u>	
2- 1	Enhanced Electronic Screening Project Anthony Ship To: 1060100000 4491 Cerrillos Road Santa Fe NM 87507 United States		1.00 EA	0.00	0.00	02/20/2009
	79000-12802-5020600000-535200-30-	-DPSITNM0801MTD-	-109-80000			
	Schedule Total				<u>0.00</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0	Release: 2			
	Item Total				<u>0.00</u>	
3- 1	Enhanced Electronic Screening Project - Escrow Svcs Ship To: 1060000000 4491 Cerrillos Road Santa Fe NM 87507 United States		1.00 EA	0.00	0.00	02/20/2009
	79000-12802-5020600000-535200-30-	-DPSMC9935555ADM-	-109-80000			
	Schedule Total				<u>0.00</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0	Release: 3			
	Item Total				<u>0.00</u>	
	Total PO Amount				<u>28,189.35</u>	

Unprocessed



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Dispatch via Print

Department of Public Safety

4491 Cerrillos Road
Santa Fe NM 87507
United States

Vendor: 0000075921
INTELLIGENT IMAGING SYSTEMS
300-1275 W 6TH AVENUE
VANCOUVER BC V6H 1A6
Canada

Purchase Order	Date	Revision	Page
79000-0000014829	08/04/2009	1 - 09/21/2009	1
Payment Terms	Freight Terms	Ship Via	
Pay Now	FOB Destination	Best Way	
Buyer	Phone		
KARANA HARING			

Ship To: 4491 Cerrillos Road
Santa Fe NM 87507
United States

Bill To: P.O. Box 1628
Santa Fe NM 87504
United States

Origin: ENC **Exc/Excl #:**

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	Enhanced Electronic Screening Project - Gallup		1.00 EA	211,837.50	211,837.50	08/04/2009
	79000-12802-5020600000-535200-30- -DPSIT073501MTD- -110-90000					
	Schedule Total				<u>211,837.50</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0	Release: 14			
	Item Total				<u>211,837.50</u>	
2- 1	Enhanced Electronic Screening Project - Anthony		1.00 EA	240,800.00	240,800.00	08/04/2009
	79000-12802-8020600000-535200-30- -DPSITNM601MTD- -110-90000					
	Schedule Total				<u>240,800.00</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0	Release: 15			
	Item Total				<u>240,800.00</u>	
3- 1	Enhanced Electronic Screening Projects - Escrow		1.00 EA	9,814.35	9,814.35	08/04/2009
	79000-12802-8020600000-535200-30- -DPS7700086MTD- -110-90000					
	Schedule Total				<u>9,814.35</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0	Release: 16			
	Item Total				<u>9,814.35</u>	
4- 1	Enhanced Electronic Screening Project - Gallup		1.00 EA	69,373.15	69,373.15	09/21/2009
	79000-12802-8020600000-535200-30- -DPSIT73501MTD- -110-90000					
	Schedule Total				<u>69,373.15</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0	Release: 17			
	Item Total				<u>69,373.15</u>	
	Total PO Amount				<u>531,825.00</u>	

Amendment One



State of New Mexico
Purchase Order

PO Number to be on all Invoices and Correspondence
Dispatch via Print

Department of Public Safety

4491 Cerrillos Road
Santa Fe NM 87507
United States

Vendor: 0000075921
INTELLIGENT IMAGING SYSTEMS
300-1275 W 6TH AVENUE
VANCOUVER BC V6H 1A6
Canada

Purchase Order 79000-0000016113	Date 12/15/2009	Revision	Page 1
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way	
Buyer KARANA HARING	Phone		

Ship To: 4491 Cerrillos Road
Santa Fe NM 87507
United States

Bill To: P.O. Box 1628
Santa Fe NM 87504
United States

Origin: ENC ExclExcl #:

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	Conduct Site Visit to San Jon POE		1.00	EA	15,000.00	15,000.00	12/15/2009
	79000-12802-8020600000-535200-30- -DPSIT08351MTD- -110-90000						
	Schedule Total					15,000.00	
	Contract ID: 09-790-5000-0012		Contract Line: 0		Release: 31		
	Item Total					15,000.00	
2- 1	SRIS Hardware and Software Installation to include WIM in San Jon		1.00	EA	385,000.00	385,000.00	12/15/2009
	79000-12802-8020600000-535200-30- -DPSIT08351MTD- -110-90000						
	Schedule Total					385,000.00	
	Contract ID: 09-790-5000-0012		Contract Line: 0		Release: 32		
	Item Total					385,000.00	
3- 1	SRIS Hardware and Software Installation to include WIM in San Jon		1.00	EA	89,032.00	89,032.00	12/15/2009
	79000-12804-8020600000-535200-21- -DPSMTD10TRD3- -110-90000						
	Schedule Total					89,032.00	
	Contract ID: 09-790-5000-0012		Contract Line: 0		Release: 33		
	Item Total					89,032.00	
	Total PO Amount					489,032.00	



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence
Dispatch via Print

Department of Public Safety
4491 Cerrillos Road
Santa Fe NM 87507
United States

Vendor: 0000075921
INTELLIGENT IMAGING SYSTEMS
4518-101 STREET
EDMONTON AB T6E 5G9
Canada

Purchase Order 79000-0000019574	Date 10/07/2010	Revision	Page 1
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way	
Buyer KARANA HARING	Phone		

Ship To: 4491 Cerrillos Road
Santa Fe NM 87507
United States

Bill To: P.O. Box 1628
Santa Fe NM 87504
United States

Origin: SOL Excl/Excl #:

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	Deliv 7: Conduct site visit to evaluate deployment strategy at site North of San Jon on SR392 Westbound. Per contract 09-790-5000-0012, Amendment 2		1.00	EA	15,000.00	15,000.00	10/07/2010
	79000-12802-8020600000-535200-30- -DPSITNM601MTD- -111-00000					<u>15,000.00</u>	
	Schedule Total					<u>15,000.00</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0			Release: 34		
	Item Total					<u>15,000.00</u>	
2- 1	Deliv 8: Conduct site visit to evaluate deployment strategy at site directly across the Interstate from San Jon Westbound POE. Per contract 09-790-5000-0012, Amendment 2		1.00	EA	15,000.00	15,000.00	10/07/2010
	79000-12804-8020600000-535200-21- -DPSMTD10TRD3- -111-00000					<u>15,000.00</u>	
	Schedule Total					<u>15,000.00</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0			Release: 35		
	Item Total					<u>15,000.00</u>	
3- 1	Deliv 9: Conduct site visit to evaluate deployment strategy at the Raton POE and Virtual site directly across highway from POE. Per contract 09-790-5000-0012, Amendment 2		1.00	EA	30,000.00	30,000.00	10/07/2010
	79000-12804-8020600000-535200-21- -DPSMTD10TRD3- -111-00000					<u>30,000.00</u>	
	Schedule Total					<u>30,000.00</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0			Release: 36		
	Item Total					<u>30,000.00</u>	
4- 1	Deliv 10: SRIS Hardware and Software installation to include WIM at site North of San Jon on SR392 Westbound Virtual. Per contract 09-790-5000-0012, Amendment 2		1.00	EA	244,200.00	244,200.00	10/07/2010
	79000-12802-8020600000-535200-30- -DPSITNM601MTD- -111-00000					<u>244,200.00</u>	
	Schedule Total					<u>244,200.00</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0			Release: 37		
	Item Total					<u>244,200.00</u>	



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Dispatch via Print

Department of Public Safety

4491 Cerrillos Road
Santa Fe NM 87507
United States

Vendor: 0000075921
INTELLIGENT IMAGING SYSTEMS
4518-101 STREET
EDMONTON AB T6E 5G9
Canada

Purchase Order 79000-0000019574	Date 10/07/2010	Revision	Page 2
Payment Terms Pay Now	Freight Terms FOR Destination	Ship Via Best Way	
Buyer KARANA HARING	Phone		

Ship To: 4491 Cerrillos Road
Santa Fe NM 87507
United States

Bill To: P.O. Box 1628
Santa Fe NM 87504
United States

Origin: SOL **ExclExcl #:**

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
5- 1	Deliv 10: SRIS Hardware and Software installation to include WIM at site North of San Jon on SR392 Westbound Virtual. Per contract 09-790-5000-0012, Amendment 2		1.00	EA	199,618.15	199,618.15	10/07/2010
	79000-12802-8020600000-535200-30-	-DPSIT08351MTD-	-111-00000				
	Schedule Total					<u>199,618.15</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0	Release: 38				
	Item Total					<u>199,618.15</u>	
6- 1	Deliv 10: SRIS Hardware and Software installation to include WIM at site North of San Jon on SR392 Westbound Virtual. Per contract 09-790-5000-0012, Amendment 2		1.00	EA	8,431.85	8,431.85	10/07/2010
	79000-12804-8020600000-535200-21-	-DPSMTD10TRD3-	-111-00000				
	Schedule Total					<u>8,431.85</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0	Release: 39				
	Item Total					<u>8,431.85</u>	
7- 1	Deliv 11: SRIS Hardware and Software installation at San Jon Eastbound Virtual on I40. Per contract 09-790-5000-0012, Amendment 2		1.00	EA	309,213.75	309,213.75	10/07/2010
	79000-12804-8020600000-535200-21-	-DPSMTD10TRD3-	-111-00000				
	Schedule Total					<u>309,213.75</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0	Release: 40				
	Item Total					<u>309,213.75</u>	
8- 1	Deliv 12: SRIS Hardware and Software installation at Raton POE I25 Southbound. Per contract 09-790-5000-0012, Amendment 2		1.00	EA	296,750.25	296,750.25	10/07/2010
	79000-12804-8020600000-535200-21-	-DPSMTD10TRD3-	-111-00000				
	Schedule Total					<u>296,750.25</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0	Release: 41				
	Item Total					<u>296,750.25</u>	
9- 1	Deliv 12: SRIS Hardware and Software installation at Raton POE I25 Southbound. Per contract 09-790-5000-0012, Amendment 2		1.00	EA	8,032.50	8,032.50	10/07/2010

EXPEDIENT



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Dispatch via Print

Department of Public Safety

4491 Cerrillos Road
Santa Fe NM 87507
United States

Vendor: 0000075921
INTELLIGENT IMAGING SYSTEMS
4518-101 STREET
EDMONTON AB T6E 5G9
Canada

Purchase Order 79000-0000019574	Date 10/07/2010	Revision	Page 3
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way	
Buyer KARANA HARING	Phone		

Ship To: 4491 Cerrillos Road
Santa Fe NM 87507
United States

Bill To: P.O. Box 1628
Santa Fe NM 87504
United States

Origin: SOL **ExclExcl #:**

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
	79000-12804-8020800000-535200-21-	-DPSMTD10TRD3-	-111-00000				
	Schedule Total					<u>8,032.50</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0	Release: 42				
	Item Total					<u>8,032.50</u>	
10- 1	Deliv 13: SRIS Hardware and Software installation at Raton Virtual on I25 Northbound. Per contract 09-790-5000-0012, Amendment 2		1.00	EA	309,213.75	309,213.75	10/07/2010
	79000-12804-8020800000-535200-21-	-DPSMTD10TRD3-	-111-00000				
	Schedule Total					<u>309,213.75</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0	Release: 43				
	Item Total					<u>309,213.75</u>	
	Total PO Amount					<u>1,435,460.25</u>	



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence
Dispatch via Print

Department of Public Safety

4491 Cerrillos Road
Santa Fe NM 87507
United States

Vendor: 0000075921
INTELLIGENT IMAGING SYSTEMS
4518-101 STREET
EDMONTON AB T6E 5G9
Canada

Purchase Order 79000-0000023920	Date 11/30/2011	Revision	Page 1
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way	
Buyer KARANA HARING	Phone		

Ship To: 4491 Cerrillos Road
Santa Fe NM 87507
United States

Bill To: P.O. Box 1628
Santa Fe NM 87504
United States

Origin: SOL **Excl/Excl #:**

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	Deliv Fourteen: Conduct Site Visit to Gallup Westbound site to evaluate deployment strategy. Per contract 09-790-5000-0012, Amendment 5, SPD 90-790-00860		1.00	EA	15,000.00	15,000.00	11/30/2011
	79000-12804-8020600000-535200-21-	-DPSMTD11TRD04-	-112-10000				
			Schedule Total			15,000.00	
			Item Total			15,000.00	
2- 1	Deliv Fifteen: Conduct Site Visit to Anthony Eastbound site to evaluate deployment strategy. Per contract 09-790-5000-0012, Amendment 5, SPD 90-790-00860		1.00	EA	15,000.00	15,000.00	11/30/2011
	79000-12804-8020600000-535200-21-	-DPSMTD11TRD04-	-112-10000				
			Schedule Total			15,000.00	
			Item Total			15,000.00	
3- 1	Deliv Sixteen: Conduct Site Visit to Lordsburg Westbound site to evaluate deployment strategy. Per contract 09-790-5000-0012, Amendment 5, SPD 90-790-00860		1.00	EA	15,000.00	15,000.00	11/30/2011
	79000-12804-8020600000-535200-21-	-DPSMTD11TRD04-	-112-10000				
			Schedule Total			15,000.00	
			Item Total			15,000.00	
4- 1	Deliv Seventeen: SRIS Hardware and Software Installation in Gallup WB virtual site. Per contract 09-790-5000-0012, Amendment 5, SPD 90-790-00860		1.00	EA	330,212.60	330,212.60	11/30/2011
	79000-12804-8020600000-535200-21-	-DPSMTD11TRD04-	-112-10000				
			Schedule Total			330,212.60	
			Item Total			330,212.60	
5- 1	Deliv Eighteen: SRIS Hardware and Software Installation in Anthony EB virtual site. Per contract 09-790-5000-0012, Amendment 5, SPD 90-790-00860		1.00	EA	330,212.60	330,212.60	11/30/2011
	79000-12804-8020600000-535200-21-	-DPSMTD11TRD04-	-112-10000				
			Schedule Total			330,212.60	
			Item Total			330,212.60	

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence
Dispatch via Print

Department of Public Safety

4491 Cerrillos Road
Santa Fe NM 87507
United States

Vendor: 0000075921
INTELLIGENT IMAGING SYSTEMS
4518-101 STREET
EDMONTON AB T6E 5G9
Canada

Purchase Order 79000-0000023920	Date 11/30/2011	Revision	Page 2
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way	
Buyer KARANA HARING	Phone		

Ship To: 4491 Cerrillos Road
Santa Fe NM 87507
United States

Bill To: P.O. Box 1628
Santa Fe NM 87504
United States

Origin: SOL **Exc/Excl #:**

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
6- 1	Deliv Nineteen: SRIS Hardware and Software Installation in Lordsburg WB virtual site. Per contract 09-790-5000-0012, Amendment 5, SPD 90-790-00-00860		1.00	EA	330,212.60	330,212.60	11/30/2011
	79000-12804-8020600000-535200-21-	-DPSMTD11TRD04-	-112-10000				
	Schedule Total					<u>330,212.60</u>	
	Item Total					<u>330,212.60</u>	
7- 1	Deliv Twenty: Supply of Mobile SRIS Van Including all Hardware and Software. Per contract 09-790-5000-0012, Amendment 5, SPD 90-790-00-00860		1.00	EA	248,868.20	248,868.20	11/30/2011
	79000-12804-8020600000-535200-21-	-DPSMTD11TRD04-	-112-10000				
	Schedule Total					<u>248,868.20</u>	
	Item Total					<u>248,868.20</u>	
	Total PO Amount					<u>1,284,506.00</u>	

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

Smart Roadside™

Automated Electronic Screening System

Revolutionizing
the delivery of
Highway Safety.

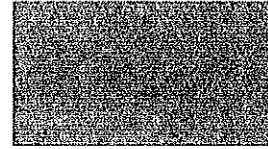
*intelligent
imaging
systems*



intelligent imaging systems

formerly Thermal Eye Technologies Inc.

4518-101 Street Edmonton, Alberta T6E 5G9 Canada



Q2011440

August 2, 2011

Major Ron Cordova

New Mexico Department of Public Safety (NM DPS)
Motor Transportation Police Division (MTPD)
1100 S. St. Francis Drive
Santa Fe, New Mexico 87504

Statewide SRIS Program (Phase III Deployments)
Gallup Westbound / Anthony Eastbound / Lordsburg Westbound / SRIS Van
NM DPS MTPD

Dear Ron,

Intelligent Imaging Systems (IIS) is pleased to offer you the following pricing for IIS' Smart Roadside Inspection System (SRIS) at the following locations:

1. Gallup Westbound - Virtual
2. Anthony Eastbound - Virtual
3. Lordsburg Westbound - Virtual
4. SRIS Van + ALPR - Mobile

These SRIS fixed sites and mobile van will further extend the safety and security benefits of your SRIS Statewide program, making the State of New Mexico CVE the most advanced and efficient CVE operation in the country.

IIS is extremely excited to continue partnering with NM DPS MTPD in the deployment of these leading technologies to help revolutionize the delivery of highway safety across North America.

Best regards,

Brian Heath
Intelligent Imaging systems

intelligent imaging systems

formerly Thermal Eye Technologies Inc.

4518-101 Street Edmonton, Alberta T6E 5G9 Canada

Q2011440

SRIS – Project Description**SRIS Site: Gallup Westbound Virtual**

• SRIS System	213,882
o ALPR – Integrated P382 ALPR with customized OCR and accessories	
o AUR – USDOT Reader and accessories.	
o OVC – Overview Camera and accessories.	
o Poles, conduit, cabling and roadside cabinets	
o SRIS system equipment & cabinet workstation which includes outside enclosure, PC, UPS, monitor, keyboard, mouse.	
o Wireless communication equipment	
o SRIS local user interface	
o SRIS enterprise interface	
• Civil & construction	62,034
• Design, Engineering, PM Services	15,800
• Installation	16,546
• Commissioning & Training	10,000
• Mobilization	10,512
<i>Sub-Total</i>	<i>\$ 328,774</i>
<i>Gross Receipts Tax</i>	<i>\$ 16,439</i>
TOTAL Gallup Westbound Virtual Site	\$ 345,213

SRIS Site: Anthony Eastbound Virtual

• SRIS System	213,882
o ALPR – Integrated P382 ALPR with customized OCR and accessories	
o AUR – USDOT Reader and accessories.	
o OVC – Overview Camera and accessories.	
o Poles, conduit, cabling and roadside cabinets	
o SRIS system equipment & cabinet workstation which includes outside enclosure, PC, UPS, monitor, keyboard, mouse.	
o Wireless communication equipment	
o SRIS local user interface	
o SRIS enterprise interface	
• Civil & construction	62,035
• Design, Engineering, PM Services	15,800
• Installation	16,546
• Commissioning & Training	10,000
• Mobilization	10,512
<i>Sub-Total</i>	<i>\$ 328,774</i>
<i>Gross Receipts Tax</i>	<i>\$ 16,439</i>
TOTAL Anthony Eastbound Virtual Site	\$ 345,213

intelligent imaging systems

formerly Thermal Eye Technologies Inc.

4518-101 Street Edmonton, Alberta T6E 5G9 Canada

Q2011440

SRIS Site: Lordsburg Westbound Virtual

• SRIS System	213,882
o ALPR – Integrated P382 ALPR with customized OCR and accessories	
o AUR – USDOT Reader and accessories.	
o OVC – Overview Camera and accessories.	
o Poles, conduit, cabling and roadside cabinets	
o SRIS system equipment & cabinet workstation which includes outside enclosure, PC, UPS, monitor, keyboard, mouse.	
o Wireless communication equipment	
o SRIS local user interface	
o SRIS enterprise interface	
• Civil & construction	62,035
• Design, Engineering, PM Services	15,800
• Installation	16,546
• Commissioning & Training	10,000
• Mobilization	10,512
	<i>Sub - Total</i>
	<i>Gross Receipts Tax</i>
TOTAL Anthony Eastbound Virtual Site	\$ 345,213

The SRIS van will allow MTPD to conduct ad-hoc automated electronic screening on commercial motor vehicles (CMVs) based on their license plate (LP). The on-board SRIS local screening software will provide electronic screening functionality equal to other deployed mobile SRIS systems in New Mexico, however carrier and vehicle based queries will be based on LP numbers only.

SRIS local software will collect and wirelessly send CMV LP data through to the MTPD central enterprise server for screening purposes. From an enterprise perspective, the SRIS van will be added as a mobile enforcement system to the central information management system and be displayed on the MTPD SRIS Dashboard along with other systems of the SRIS Program. All data and screening results generated from the SRIS Van will contribute to the NM's overall SRIS statistics. The SRIS Mobile Inspection System includes the following equipment and services:

intelligent imaging systems

formerly Thermal Eye Technologies Inc.

4518-101 Street Edmonton, Alberta T6E 5G9 Canada

Q2011440

SRIS Van + ALPR

	Qty	Unit Price	Total
2010 Sprinter Van - Extended customized for SRIS Mobile Inspection System - Automated License Plate Reader (ALPR) System - SRIS Local Screening Software license - SRIS Enterprise Software Module license - Broadband Wireless communication - Onboard power management system - Ergonomic and climate-controlled workstation - Engineering, Design & Installation - One-site training - Freight	1	237,017	237,017

Sub-Total \$237,017

Gross Receipts Tax \$11,850

TOTAL SRIS Van + ALPR \$ 248,867

The totals for NM SRIS Phase III deployments are listed below:

Sub-total SRIS Virtual Sites \$ 986,322

Sub-total SRIS Van + ALPR \$ 237,017

Total Gross Receipt Tax \$ 61,167

TOTAL SRIS Phase III \$ 1,284,506**Terms and Conditions:**

One Year Warranty on all parts and labor

All Prices are in US Dollars

Scheduling of delivery to be agreed upon order

Payment terms: 30 days net

Quotation terms and conditions effective for 60 days

As per IIS Standard Terms and Conditions

Taxes extra where applicable

Lane closures to be provided by NMDOT

Soil Analysis to be provided by NMDOT

Guard Rails to be provided by NMDOT



intelligent imaging systems

formerly Thermal Eye Technologies Inc.

4954 - 89 Street | Edmonton | Alberta | Canada | T6E 5K1

October 29, 2007

*Captain Ron Cordova
New Mexico Department of Public Safety
Motor Transportation Division
1100 S. St. Francis Drive
Santa Fe, NM 87504*

Quotation #2007220r1

Dear Captain Cordova,

The following is a quote for the deployment of our Smart Roadside Multi-reader Technologies, which includes the supply, delivery, installation, testing, and commissioning of the below integrated components. The proposed multi-reader system provides Automated License Plate Recognition and Automated USDOT Number Recognition with an associated Overview Digital Image of passing Commercial Motor Vehicles. This turn-key multi-reader system is configured to integrate the WIM data for each vehicle and connected to state and federal databases for vehicle and carrier queries. Components of our multi-reader system have already been integrated with your existing weigh-in-motion hardware and software systems.

Technology Description

The purpose of this system is to automatically provide field officers and inspectors with up-to-date vehicle and carrier information. This allows the officers and inspections to make informed decisions about the CMVs that pass the weigh station.

The Smart Roadside Multi-reader Portal is an integrated system comprised of the following sensor technologies:

- **Automated License Plate Recognition.** The license plate number is collected as the vehicle passes the sensor.
- **Automated USDOT Number Recognition.** The USDOT number is collected as the vehicle passes the sensor.
- **Overview Image Capture.** An image of the vehicle is captured to provide visual identification.



intelligent imaging systems

formerly Thermal Eye Technologies Inc.

4954 - 89 Street | Edmonton | Alberta | Canada | T6E 5K1

- **WIM Data Association.** Data from the WIM scales are associated with the vehicle.
- **Local/Enterprise Vehicle Compliance Software with remote database connectivity.** Data collected from each sensor is pooled into individual vehicle files. The Enterprise software will automatically query State and Enforcement databases based on the vehicle's License Plate Number. Also, the Enterprise software will automatically query State and Federal databases based on the carrier's USDOT Number. Information returned to the officers and inspectors include registration information and status, Carrier name and credentials, Tax status, and Safety Records. Custom queries can be performed on Vehicle and Carrier Enforcement hotlists (i.e. stolen vehicles, stolen plates, fines owing). Notifications are generated to alert officers and inspectors of suspect or "attention required" vehicles.

Smart Roadside Portal Benefits

The benefits of this system include

- **Targeted Enforcement.** All vehicles are screened as they pass through the portal system. Audio and Visual Notifications are sent to officers and inspectors in regards to vehicles and carriers requiring "attention".
- **Increased Efficiency and Effectiveness with the same number of resources.** Exception-based enforcement tools allow Officers and Inspectors to use this objective tool to identify the most problematic vehicles and carriers.
- **Does not disrupt the flow of commerce.** Vehicles do not have to stop or slow down through the portal system.
- **Data Collection for Analytical Reporting and Trend Analysis.** All vehicle and carrier data is collected locally and at an Enterprise level for ease of report generation and data mining.



intelligent imaging systems

formerly Thermal Eye Technologies Inc.

4954 - 89 Street | Edmonton | Alberta | Canada | T6E 5K1

Costs (Budgetary Pricing)

Description	Unit	Budget Total
SR Multi-Reader System Hardware		
-Automated License Plate Recognition Reader	Per Lane	\$ 50,000
-Automated USDOT Number Recognition Reader	Per Lane	\$ 50,000
-Overview Image Capture	Per Lane	\$ 10,000
SR Multi-Reader System Software		
-Local Client Vehicle Compliance Software includes Officer and Inspector Interface and Notification	Per Weigh Station	\$ 10,000
-Enterprise Vehicle Compliance Software		
- Central Server Data Repository		
- Web Server Administrative Interface	Per License	\$ 25,000
SR Multi-Reader System Customization		
-WIM Data Association	Per Lane	\$ 10,000
-ALPR Remote Database Query	Two Databases	\$ 30,000
-USDOT Remote Database Query	Per Database	\$ 15,000
TOTAL		\$ 200,000

If you have any questions, please call me at 1-877-393-3939 x112.

Sincerely,

Brian Heath
Intelligent Imaging Systems Inc.



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Dispatch via Print

Tax and Revenue Department

P. O. Box 630
1100 South St. Francis Drive
Santa Fe NM 87504
United States

Vendor: 0000075921
INTELLIGENT IMAGING SYSTEMS
4954-89 STREET
EDMONTON AB T6E 5K1
Canada

Purchase Order 33300-0000007090	Date 04/03/2009	Revision 1	Page 1
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way	
Buyer URSULA A GARCIA	Phone 505/827-0781		

Ship To: 1100 S. St. Francis Dr.
Room 1100
Santa Fe NM 87504
United States

Bill To: P O Box 630
Financial Services Bureau
Santa Fe NM 87504
United States

Origin: CON **Excl/Excl #:**

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	Automated License Plate Recognition System for rear plates		1.00	EA	39,192.00	39,192.00	04/08/2009
	33300-99400-3026000000-548400-	- - - -109-80000					
	Schedule Total					<u>39,192.00</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0		Release: 5			
	Item Total					<u>39,192.00</u>	
2- 1	Purchase of IIS System Mobile SRIS on a trailer platform Commissioning and Training		1.00	EA	178,387.00	178,387.00	04/08/2009
	33300-99400-3026000000-548400-	- - - -109-80000					
	Schedule Total					<u>178,387.00</u>	
	Contract ID: 09-790-5000-0012	Contract Line: 0		Release: 0			
	Item Total					<u>178,387.00</u>	
	Total PO Amount					<u>217,579.00</u>	

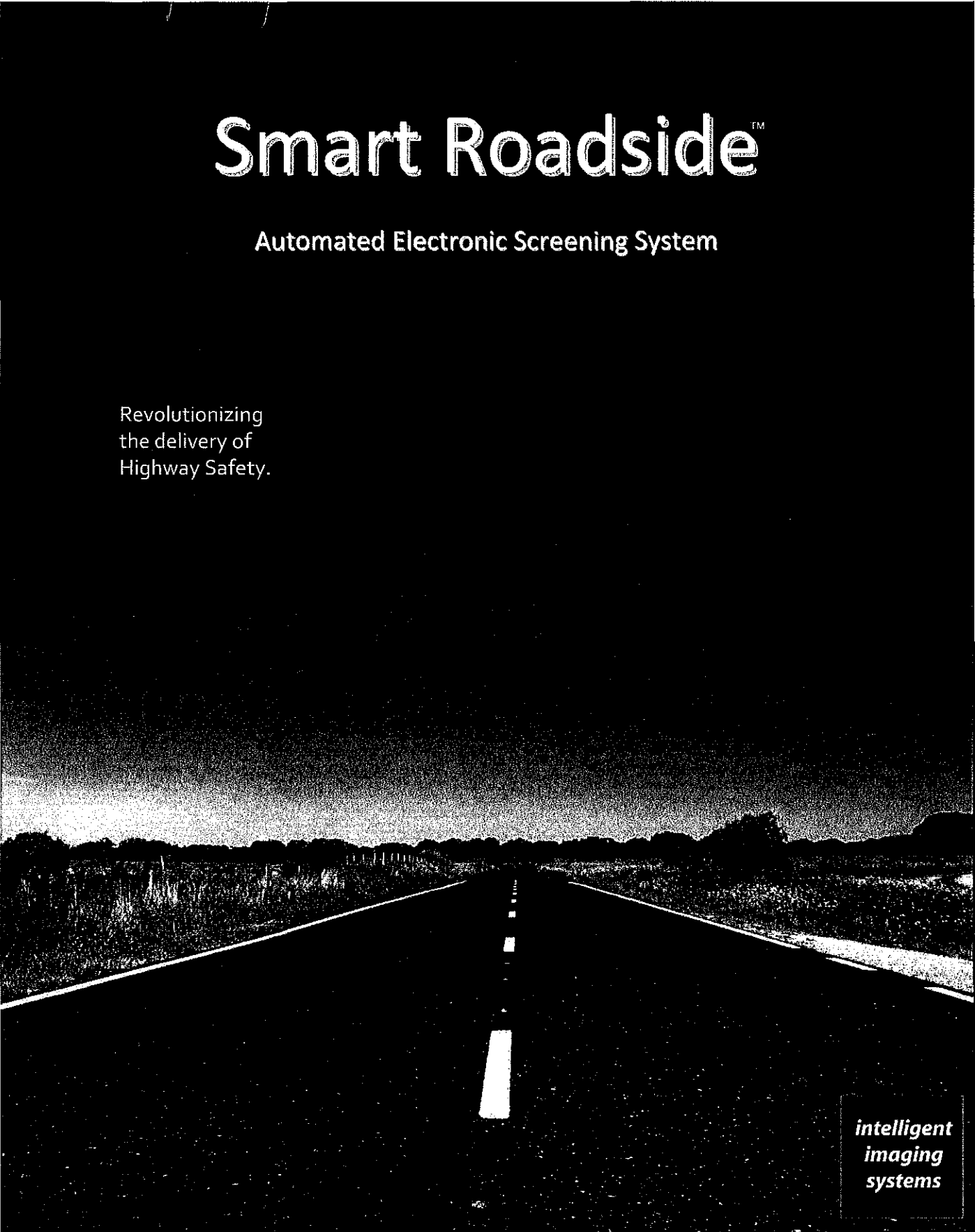
Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

Smart Roadside™

Automated Electronic Screening System

Revolutionizing
the delivery of
Highway Safety.



*intelligent
imaging
systems*

intelligent imaging systems*formerly Thermal Eye Technologies Inc.*

4954 - 89 Street | Edmonton | Alberta | Canada | T6E 5K1

Q2010433

December 15, 2010

Major Ron Cordova

Motor Transportation Police Division
Department of Public Safety
P.O. Box 1628
Santa Fe, NM 87504-1628

IIS Support & Maintenance Services (SMS) Plan
NM Department of Public Safety (DPS), Motor Transportation Police Division (MTPD)

Dear Ron,

Intelligent Imaging Systems (IIS) is pleased to offer you scope and pricing for our Statewide CVE Technology Support & Maintenance Services (SMS) plan. This statewide approach to a roadside support & preventative maintenance program, will guarantee NM Department of Public Safety (DPS), Motor Transportation Police Division (MTPD) the continuity of its Smart Roadside Inspection System (SRIS) CVE Program by decreasing to a minimum any unexpected hardware and software downtime at any of MTPDs current Smart Roadside sites.

In addition, this proposal includes an IIS SRIS Information Protection Service (IPS) Plan. Faced with exponential data growth and increasing regulatory requirements, organizations want to protect their data and applications at reduced costs. NM DPS MTPD needs a solution that allows for quickly back-up, restore and maintain access to critical data. IIS partnership with NLETS provides a managed backup service as a cloud-based solution that enables security-rich protection of NM DPS MTPD critical data, reducing administration costs and increasing peace of mind. This automated, scalable cloud-based backup and recovery strategy will also reduce operational risks and maintain access to all roadside operation information. The benefits of the IPS Plan include the following:

- Enables NM DPS MTPD to gain operational resiliency through a more reliable, cloud-based managed data protection service.
- Reduces exposure to lost data.
- Enhanced data security with innovative access and encryption features.
- 24x7 remote monitoring means no need for hands-on administration.
- Flexible data retention strategies including backup forever.

All data from roadside operations is housed at the NLETS facility, one of the most secure and established hosting facilities in the nation.

Furthermore, this cloud-based solution facilitates extending the benefits of NM DPS MTPD Smart Roadside Program to NM Trucking Association and its members. The Smart Roadside data sharing program would allow carriers to subscribe to and receive roadside screening data belonging to their own vehicles. IIS would provide a reporting service to those Carriers wishing to participate. The program is guaranteed to protect all private data and conform with all NM DPS data privacy policies. This innovative program provides the following significant benefits:

intelligent imaging systems

formerly Thermal Eye Technologies Inc.

4954 - 89 Street | Edmonton | Alberta | Canada | T6E 5K1

Q2010433

- Encourage carriers to improve their own compliance performance in an effort to get green-lighted by MTPD's automated screening systems.
- By increasing industry compliance, reduce the volume of non-compliant vehicles now passing through MTPD's automated screening systems.
- Reduce the ongoing cost of MTPD's SMS program by subsidizing the cost of the SMS program. IIS will credit a portion of the subscription program to credit the MTPD maintenance account.

This innovative way of sharing NM DPS MTPD roadside information is expected to make the Carriers, considered important stakeholders of the Smart Roadside Program, more accountable and responsible for the optimal safety condition of their trucks. This critical information will allow a Carrier to identify not compliant truck members and revise their own internal safety policies and procedures. With SRIS screening and identifying upwards of 85% of all trucks passing through a weigh station, not truck or Carrier is extent of this objective free-flow screening. The projected benefits to the State are an increase on safer carriers traveling through NM. With time, this would also mean that NM DPS MTPD resources would be less tied-up and could focus only on high-risk trucks. The expected monthly cost of providing this service to Carriers is included in the SMS Plan below, and is shown as a credit to NM DPS MTPD.

SMS PLAN -Scope & Pricing Summary

The following table summarizes all hardware and software covered by the SMS plan at each of NM DPS MTPD technology sites. The annual price listed below is based on the current condition of all components:

Technology Site	HW & SW Scope	Monthly Price
Anthony Weigh Station	Smart Roadside Inspection System (Ramp)	\$ 4,550
San Jon Weigh Station	Smart Roadside Inspection System (Ramp)	\$ 3,300
Gallup Weigh Station	Smart Roadside Thermal Inspection System (Ramp)	\$ 3,300
Mobile #1 (IIS SRIS Trailer)	Smart Roadside Inspection System (Mobile)	\$ 3,300
Santa Fe (NM DPS MTPD Headquarters)	Smart Roadside Inspection System Enterprise & Local Service Licenses	\$ 3,800
NLETS	SRIS Information Protection Services for all Smart Roadside NM Technology Sites	\$ 2,495
	SRIS Data Sharing Credit **	(\$ 4,080)
	TOTAL Annual SMS Plan	\$ 199,980

intelligent imaging systems

formerly Thermal Eye Technologies Inc.

4954 - 89 Street | Edmonton | Alberta | Canada | T6E 5K1

Q2010433

SMS PLAN – Hardware/Software Components

The following table lists all hardware and software associated to each of NM DPS MTPD technology sites which will be covered under the SMS Plan:

Technology Site	Hardware	Software
Anthony <i>IIS SRIS (Ramp)</i>	➤ IIS SRIS IBM server ➤ IIS SRIS Workstation (monitor, keyboard & mouse) ➤ IIS SRIS ramp pole-mount electronics cabinet ➤ IIS OVC¹ System ➤ IIS ALPR² System ➤ IIS AUR³ System ➤ IIS SRIS sensor triggers ➤ IRD Single Threshold Kistler WIM⁴ System	➤ IIS SRIS Station Software ➤ IRD WIM Control
San Jon <i>IIS SRIS (Ramp)</i>	➤ IIS SRIS IBM server ➤ IIS SRIS Workstation (monitor, keyboard & mouse) ➤ IIS SRIS ramp pole-mount electronics cabinet ➤ IIS OVC System ➤ IIS ALPR System ➤ IIS AUR System ➤ IIS SRIS sensor triggers	➤ IIS SRIS Station Software
Gallup <i>IIS SRIS (Ramp)</i>	➤ IIS SRIS IBM server ➤ EIM Automated Thermal Inspection System (TIS) camera & electronics	➤ IIS SRIS Station Software ➤ EIM Service
Mobile #1 <i>IIS SRIS Trailer (Mobile)</i>	➤ IIS SRIS IBM server ➤ IIS SRIS Workstation (tablet PC, keyboard & mouse) ➤ IIS SRIS electronics cabinet ➤ IIS OVC System ➤ IIS ALPR System ➤ IIS AUR System ➤ IIS SRIS sensor triggers	➤ IIS SRIS Station Software

¹ Overview Camera

² Automated License Plate Recognition

³ Automated US DOT Number Recognition

⁴ Weigh-In-Motion



formerly Thermal Eye Technologies Inc.

4954 - 89 Street | Edmonton | Alberta | Canada | T6E 5K1

Q2010433

	➤ IIS SRIS Trailer includes all communication equipment ➤ Onboard battery power	
Santa Fe (NM DPS MTPD Headquarters) <i>IIS SRIS</i>	➤ IIS SRIS IBM server	➤ IIS SRIS Enterprise & Local Services

SMS PLAN – SCOPE of WORK:**Hardware Support & Maintenance**

- Continuous monitoring of all sites hardware status to maintain operational status and system performance.
- Regularly scheduled site visit(s) to inspect and/or repair all IIS and third party roadside technology hardware.
- Standard performance reporting.
- All parts, labor & expenses included.

Software Support & Maintenance

- Continuous monitoring of all sites and central software status to maintain operational status and system performance.
- Troubleshoot and repair all IIS roadside technology software.
- Includes installation of any major and on-going updates for all IIS software.
- SRIS interface configuration feature requests.
- Unlimited phone support for any IIS software issues through a toll free access to IIS service staff to address any questions on system operation.
- Ongoing annual refresher training services which would include ad-hoc remote training through on-line Webex services and/or scheduled onsite training as requested. Classroom training will include up to two days of refresher training, all necessary training materials and presentation aids.
- All parts, labour & expenses included.

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

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

Best regards,

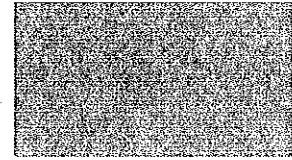
Brian Heath
Intelligent Imaging systems



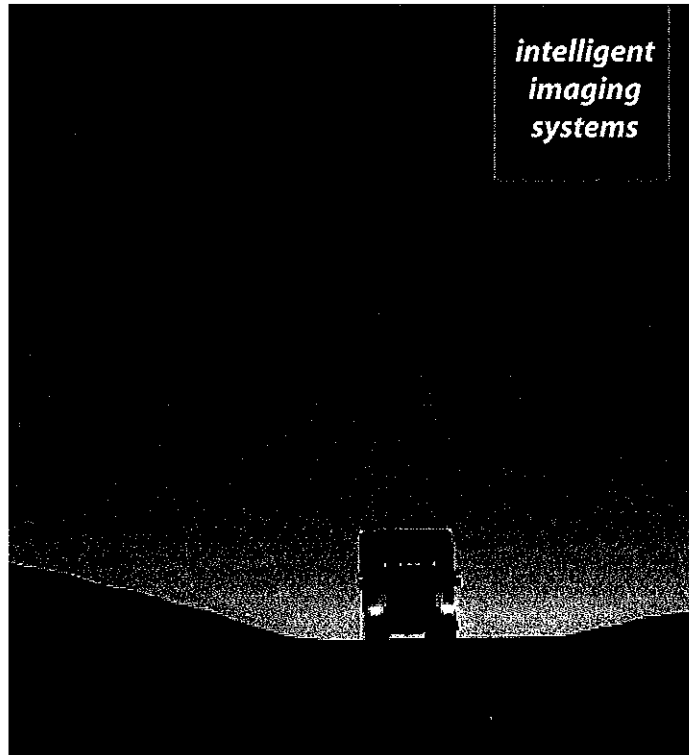
intelligent imaging systems

formerly Thermal Eye Technologies Inc.

4954 - 89 Street | Edmonton | Alberta | Canada | T6E 5K1



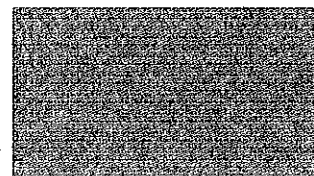
Q2010433



Is this a high-risk truck?

intelligent imaging systems

formerly Thermal Eye Technologies Inc.



October 29, 2007

Captain Ron Cordova
New Mexico State Police
Department of Public Safety
Motor Vehicle Division
New Mexico
USA

Dear Captain Cordova,

Please accept this letter as confirmation that Intelligent Imaging Systems Inc., formerly Thermal Eye Technologies Inc., is the only company manufacturing and supplying the multi-reader Smart Roadside Portal. The multi-reader imaging system is a single integrated roadside solution that provides automatic vehicle identification in commercial motor vehicle (CMV) enforcement applications. The Smart Roadside portal is comprised of multiple imaging sensors that together provide law enforcement agencies with a cost effective tool for collecting, reporting and enforcing commercial vehicle safety violations based solely on stand-off inspection technologies. The Smart Roadside portal system automatically acquires the USDOT number, license plate number and overview image of passing CMVs. This data is integrated and associated with both remote data stores and other local sensor data such as weigh-in-motion systems. Individual vehicle records are presented on an integrated user interface where automated alerts are displayed for local or remote inspection personnel. Intelligent Imaging Systems, Inc. is dedicated to serving the needs of commercial vehicle enforcement agencies in the United States of America and North America. We provide a full complement of services including Engineering and Design, Project Management, Installation, Service and Support functions.

Intelligent Imaging Systems is the only company that manufactures the Smart Roadside multi-reader system for Commercial Motor Vehicle enforcement. We have developed the only available integrated smart roadside software specific to commercial vehicle enforcement that has been field tested and deployed at weigh stations. This is the only commercially available software that integrates data from the license plates and USDOT numbers of passing CMVs and associates them with both remote database results and embedded WIM technologies. Our technology is the only platform that has been successfully integrated into all the major WIM product lines, so the cost of integration into your existing installed systems is significantly reduced.

Intelligent Imaging Systems offers a unique solution that can help the effectiveness of the New Mexico State Police. The integrated multi-sensor hardware and software has already been developed into a single commercial-off-the-shelf (cots) turnkey system, thereby saving enforcement agencies the significant costs associated with the development and integration of non-cots technologies.

Please contact me should you have any questions.

Sincerely,

Brian Heath
President
Intelligent Imaging Systems Inc.



intelligent imaging systems

formerly Thermal Eye Technologies Inc.

4954-89 Street Edmonton Alberta T6E 5K1 Canada

Quote Number 2009332

June 4, 2009

Major Ron Cordova
New Mexico Department of Public Safety
Motor Transportation Division
1100 S. St. Francis Drive
Santa Fe, New Mexico 87504

Smart Roadside Inspection System (SRIS) and WIM Installation and Integration Proposal

The Intelligent Imaging Systems' Smart Roadside Inspection system is an integrated roadside electronic screening system that provides up to date, real-time vehicle and carrier data to inspection officers for the purpose of targeted enforcement. This proposal includes the engineering and design, civil and construction, supply, delivery, installation and commissioning of the SRIS system and integrated IRD WIM (see WIM options) system. This SRIS system will be installed at the San Jon Weigh Station.

Smart Roadside Inspection System Components

San Jon Weigh Station

Automated License Plate Recognition System
Customized OCR for ALPR System
Automated USDOT Number Recognition Reader System
Overview Image Capture System including driver safe illumination
Local SRIS Vehicle Compliance Software (includes Officer Interface and Notification)
IRD Weigh-In-Motion Scale
WIM data integration
Scale House Workstation
Lane Control Variable Messaging Sign
Integrated lane control to the local SRIS Vehicle Compliance Software

Enterprise Software

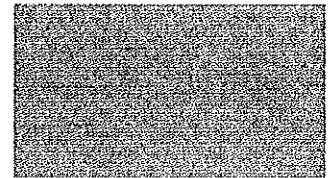
One Site License for SRIS Enterprise Software



intelligent imaging systems

formerly Thermal Eye Technologies Inc.

4954-89 Street Edmonton Alberta T6E 5K1 Canada



Project Deliverables	Price
Site Visit and Preparation	\$ 15,000
San Jon Weigh Station	
Design, Engineering and Project Management	\$ 43,000
SRIS Components and Installation ¹	\$ 137,033
IRD Single Threshold Kistler WIM + iSINC and Installation	\$ 108,212
Lane Control Message Sign + Integration + Control Electronics	\$ 10,500
Installation lane control, permits, WIM Calibration & testing	\$ 9,500
Commissioning & Training	\$ 18,500
Civil, Electrical and Construction ²	\$ 86,250
Software	
Local sensor software	
Enterprise screening module	
Customized OCR development	\$ 37,750
Total	\$ 465,745

¹ Includes all SRIS component hardware, Local software modifications for Lane Control integration, SRIS standard sensor interface software and site mobilization.

² Includes civil and construction for a "Green field" site with WIM and Lane Control installation.

Terms and conditions:

One Year Warranty on all parts and labour

All Prices are in US Dollars

Scheduling of delivery to be agreed upon order

Payment terms: 30 days net

Quotation terms and conditions effective for 60 days

As per IIS Standard Terms and Conditions

Taxes extra where applicable

IRD WIM OPTIONS

Single Threshold Kistler WIM + iSINC	Included in above pricing
Double Threshold Kistler WIM + iSINC	add \$ 19,286
Single Threshold Bending Plate WIM + iSINC	add \$ 4,225
Double Threshold Bending Plate WIM + iSINC	add \$ 22,939

INTRA-GOVERNMENTAL SERVICES AGREEMENT

Between the

NEW MEXICO TAXATION and REVENUE DEPARTMENT

and the

DEPARTMENT OF PUBLIC SAFETY

AMMENDMENT #1

THIS AMMENDMENT is entered into by and between the New Mexico Taxation and Revenue Department (TRD) and the Department of Public Safety (DPS), Motor Transportation Division (MTD), both being Cabinet level Executive Agencies of the State of New Mexico pursuant to NMSA 1978 § 13-1-98 (A).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES

Section III of the Intra-Governmental Services Agreement signed in October, 2010 and terminating June 30, 2015 is hereby amended to read as follows;

- A. TRD and DPS agree that funds remaining from the prior agreement that terminated on June 30, 2011, in the amount of \$386,774 (\$46,142 from the 2007 transfer and \$340,632 from the 2010 transfer), shall be carried over to this agreement and shall be expended to pay for work performed under Section III A of this agreement from July 1, 2011 through June 30, 2015.
- B. All unexpended funds remaining after this agreement terminates, on June 30, 2015 shall revert to the Weight Distance Tax Fund administered by TRD.

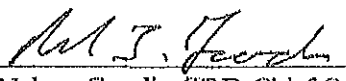
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date indicated below.

TAXATION and REVENUE DEPARTMENT

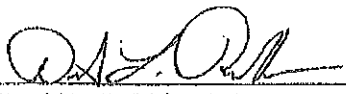
By: 
Demesia Padilla, CPA, Cabinet Secretary

Date: 4/3/12

Approved for Legal Form and Sufficiency

By: 
Nelson Goodin, TRD Chief Counsel

Date: 1/3/2012

By: 
David L. Robbins, TRD CFO

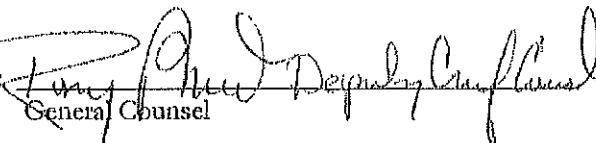
Date: 1/3/2012

DEPARTMENT OF PUBLIC SAFETY

By: 
Gordon E. Eden, Cabinet Secretary

Date: 12/22/11

Approved for Legal Form and Sufficiency

By: 
General Counsel

Date: 20 Dec. 2011

INTRA-GOVERNMENTAL SERVICES AGREEMENT

Between the

NEW MEXICO TAXATION and REVENUE DEPARTMENT

and

DEPARTMENT OF PUBLIC SAFETY

AMENDMENT #1

THIS AMENDMENT is entered into by and between the New Mexico Taxation and Revenue Department (TRD) and Department of Public Safety (DPS), Motor Transportation Division (MTD), both being Cabinet level Executive Agencies of the State of New Mexico pursuant to NMSA 1978 § 13-1-98 (A).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES

Section VI of the Intra-Governmental Services Agreement is hereby amended to read as follows:

- VI. This agreement shall become effective when signed by TRD and DPS, and shall terminate only after the project is satisfactorily completed, or upon mutual written agreement of the parties, but no later than June 30, 2011 or sooner upon written agreement of the parties. .

All other provisions of the Intra-Governmental Services Agreement as signed by DPS on November 14, 2008 and by TRD on August 15, 2008 remain the same.

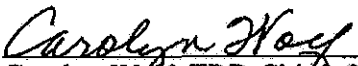
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date indicated below:

TAXATION and REVENUE DEPARTMENT

By: 
Rick Homans, Cabinet Secretary

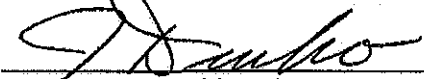
Date: 6-16-10

Approved for Legal Form and Sufficiency

By: 
Carolyn Wolf, TRD Chief Counsel

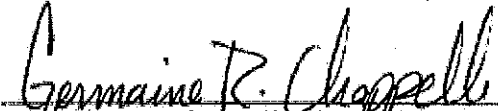
Date: 6/16/10

DEPARTMENT OF PUBLIC SAFETY

By: 
John Denko, Cabinet Secretary

Date: 6/28/10

Approved for Legal Form and Sufficiency

By: 
Germaine R. Chappelle, General Counsel

Date: 6/25/10

INTRA-GOVERNMENTAL SERVICES AGREEMENT

Between the

NEW MEXICO TAXATION and REVENUE DEPARTMENT

and

DEPARTMENT OF PUBLIC SAFETY

THIS AGREEMENT is entered into by and between the New Mexico Taxation and Revenue Department (TRD) and Department of Public Safety (DPS), Motor Transportation Police Division (MTPD), both being Cabinet level Executive Agencies of the State of New Mexico pursuant to NMSA 1978 § 13-1-98 (A).

- I. The purpose of this agreement is to increase the enforcement and collection of weight distance tax (WDT) and trip tax efforts by both the MTPD and TRD by continuation of the special projects detailed below, including, but not limited to, the work required to complete this project.
- II. The parties agree that:
 - A. Pursuant to Section 65-1-9 NMSA 1978, DPS/MTPD has jurisdiction to collect all excise taxes, license fees and other fees and charges of every nature and perform all inspections and collect all information considered necessary to enforce the laws of all departments, commissions and other agencies of state government, in addition to those specifically assigned to the department.
 - B. The 47th Legislature approved a change in Section 7-15A-14 NMSA 1978 "Weight Distance Tax Identification Permit Fund," permitting the fund "to pay for the cost of issuance and administration of weight distance tax identification permits and of enforcement by the department or the motor transportation division of the department of public safety of weight distance tax identification permit use for motor carriers that do not comply with the provisions of the Weight Distance Tax Act".
- III. The method by which the purpose of this agreement shall be accomplished is as follows:
 - A. DPS shall:
 1. Hire temporary personnel and pay overtime to Officers and Transportation Inspectors at the following facilities; Gallup, San Jon, Anthony, Lordsburg, Raton, Texico and Orogrande. Overtime for personnel will be utilized for special operations at the ports of entry or Intra-state compliance in the areas identified by MTPD. Personnel will verify weight distance tax and trip tax compliance of commercial vehicles entering the State. Data collected will assist the MTPD to identify resource needs, traffic volumes/patterns and revenue amounts at each

location. Data collected will include, but not be limited to; truck counts, zero filers and non filers. The data will be analyzed and used to justify additional personnel for extended hours at the ports of entry if deemed necessary. All data collected will be forwarded to the TRD for possible audit purposes.

2. Coordinate with the Department of Information Technology (DoIT), State Purchasing Division, and the Department of Transportation on the purchase and installation of the license plate readers to be installed at the various ports-of-entries.
3. Coordinate with TRD on the exchange of data received from the license plate readers and special operations to be used for audit and collections activities by the TRD Audit and Compliance Division (ACD).
4. Be strictly accountable for all expenditures, reports and payments related to the appropriations to DPS that are transferred by this agreement.
5. Provide TRD with requested supporting documentation of expenditures related to these special projects.

B. TRD shall:

1. In each fiscal year 2011 through 2015, transfer one hundred thousand dollars (\$100,000) of Tax Id Permit Fee revenues to DPS to be used by MTPD in the payment of salaries and overtime for special operations at the ports-of-entries or other intra-state locations.
2. Transfer one million thirty thousand (\$1,030,000) in fiscal year 2011 and three hundred thirty thousand (\$330,000) in fiscal year 2012 of Tax ID Permit Fee revenues to DPS to purchase the License plate readers.
3. Transfer two hundred thousand dollars (\$200,000) of Tax ID Permit Fee revenues in fiscal year 2011 and three hundred thousand dollars (\$300,000) of Tax ID Permit Fee revenues in subsequent fiscal years to cover the costs of maintenance for the license plate readers.

- IV. TRD, DPS and any other individuals or firms performing services under this agreement, agree to abide by all federal and state laws and rules and regulation, and any executive order of the Governor of the State of New Mexico pertaining to equal employment opportunity in the performance of services contemplated under this agreement. In accordance with such laws, TRD/DPS and any other individuals or firms, agree to assure that no person shall, on the grounds of race, religion, color, national origin ancestry, sex, age or handicap be excluded from employment with or participation in, be otherwise subjected to discrimination under any program or activity performed under this agreement.

- V. This agreement shall not be altered, changed or amended except by an instrument in writing executed by both parties.
- VI. This agreement shall become effective when signed by TRD and DPS, and shall terminate only after the project is satisfactorily completed, or upon mutual written agreement of the parties and shall terminate June 30, 2015 or sooner upon written agreement of the parties.
- VII. This agreement incorporates all agreements covenants and understandings between the parties concerning the project and all such agreements and understandings have been merged into this written agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless included in this agreement.
- VIII. Each party is responsible for any acts or omissions of its own employees only to the extent provided for by the New Mexico Tort Claims Act.
- IX. The laws of the State of New Mexico shall govern this agreement.

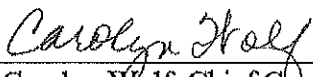
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date indicated below:

TAXATION and REVENUE DEPARTMENT

By: 
Dorothy Rodriguez, Cabinet Secretary Designate

Date: 10/18/10

Approved for Legal Form and Sufficiency

By: 
Carolyn Wolf, Chief Counsel

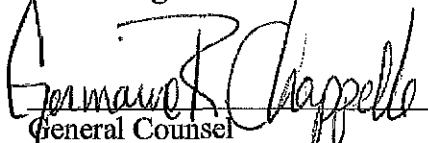
Date: 10/18/10

DEPARTMENT OF PUBLIC SAFETY

By: 
John Denko, Cabinet Secretary

Date: 10/20/10

Approved for Legal Form and Sufficiency

By: 
Emmanuel R. Chappello, General Counsel

Date: 10/20/10

INTRA-GOVERNMENTAL SERVICES AGREEMENT

Between the

NEW MEXICO TAXATION and REVENUE DEPARTMENT

and

DEPARTMENT OF PUBLIC SAFETY

THIS AGREEMENT is entered into by and between the New Mexico Taxation and Revenue Department (TRD) and Department of Public Safety (DPS), Motor Transportation Police Division (MTPD), both being Cabinet level Executive Agencies of the State of New Mexico pursuant to NMSA 1978 § 13-1-98 (A).

- I. The purpose of this agreement is to increase the enforcement and collection of weight distance tax (WDT) and trip tax efforts by both the MTPD and TRD by continuation of the special projects detailed below, including, but not limited to, the work required to complete this project.
- II. The parties agree that:
 - A. Pursuant to Section 65-1-9 NMSA 1978, DPS/MTPD has jurisdiction to collect all excise taxes, license fees and other fees and charges of every nature and perform all inspections and collect all information considered necessary to enforce the laws of all departments, commissions and other agencies of state government, in addition to those specifically assigned to the department.
 - B. The 47th Legislature approved a change in Section 7-15A-14 NMSA 1978 "Weight Distance Tax Identification Permit Fund," permitting the fund "to pay for the cost of issuance and administration of weight distance tax identification permits and of enforcement by the department or the motor transportation division of the department of public safety of weight distance tax identification permit use for motor carriers that do not comply with the provisions of the Weight Distance Tax Act".
- III. The method by which the purpose of this agreement shall be accomplished is as follows:
 - A. DPS shall:
 1. Hire temporary personnel and pay overtime to Officers and Transportation Inspectors at the following facilities; Gallup, San Jon, Anthony, Lordsburg, Raton, Texico and Orogrande. Overtime for personnel will be utilized for special operations at the ports of entry or Intra-state compliance in the areas identified by MTPD. Personnel will verify weight distance tax and trip tax compliance of commercial vehicles entering the State. Data collected will assist the MTPD to identify resource needs, traffic volumes/patterns and revenue amounts at each

location. Data collected will include, but not be limited to; truck counts, zero filers and non filers. The data will be analyzed and used to justify additional personnel for extended hours at the ports of entry if deemed necessary. All data collected will be forwarded to the TRD for possible audit purposes.

2. Coordinate with the Department of Information Technology (DoIT), State Purchasing Division, and the Department of Transportation on the purchase and installation of the license plate readers to be installed at the various ports-of-entries.
3. Coordinate with TRD on the exchange of data received from the license plate readers and special operations to be used for audit and collections activities by the TRD Audit and Compliance Division (ACD).
4. Be strictly accountable for all expenditures, reports and payments related to the appropriations to DPS that are transferred by this agreement.
5. Provide TRD with requested supporting documentation of expenditures related to these special projects.

B. TRD shall:

1. Transfer one hundred thousand dollars (\$100,000) of Tax Id Permit Fee revenues in fiscal years 2011 through 2015 to DPS to be used by MTPD in the payment of salaries and overtime for special operations at the ports-of-entries or other intra-state locations.
2. Transfer one million thirty thousand (\$1,030,000) in fiscal year 2011 and three hundred thirty thousand (\$330,000) in fiscal year 2012 of Tax ID Permit Fee revenues to DPS to purchase the License plate readers.
3. Transfer two hundred thousand dollars (\$200,000) of Tax ID Permit Fee revenues in fiscal year 2011 and three hundred thousand dollars (\$300,000) of Tax ID Permit Fee revenues in subsequent fiscal years to cover the costs of maintenance for the license plate readers.

- IV.** TRD, DPS and any other individuals or firms performing services under this agreement, agree to abide by all federal and state laws and rules and regulation, and any executive order of the Governor of the State of New Mexico pertaining to equal employment opportunity in the performance of services contemplated under this agreement. In accordance with such laws, TRD/DPS and any other individuals or firms, agree to assure that no person shall, on the grounds of race, religion, color, national origin ancestry, sex, age or handicap be excluded from employment with or participation in, be otherwise subjected to discrimination under any program or activity performed under this agreement.

- V. This agreement shall not be altered, changed or amended except by an instrument in writing executed by both parties.
- VI. This agreement shall become effective when signed by TRD and DPS, and shall terminate only after the project is satisfactorily completed, or upon mutual written agreement of the parties and shall terminate June 30, 2015 or sooner upon written agreement of the parties.
- VII. This agreement incorporates all agreements covenants and understandings between the parties concerning the project and all such agreements and understandings have been merged into this written agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless included in this agreement.
- VIII. Each party is responsible for any acts or omissions of its own employees only to the extent provided for by the New Mexico Tort Claims Act.
- IX. The laws of the State of New Mexico shall govern this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date indicated below:

TAXATION and REVENUE DEPARTMENT

By: Duffy Rodriguez
Duffy Rodriguez, Cabinet Secretary Designate

Date: 28 September 2010

Approved for Legal Form and Sufficiency

By: Carolyn Wolf
Carolyn Wolf, Chief Counsel

Date: 9/28/10

DEPARTMENT OF PUBLIC SAFETY

By: _____
John Denko, Cabinet Secretary

Date: _____

Approved for Legal Form and Sufficiency

By: _____
General Counsel

Date: _____

RECEIVED
STATE OF NEW MEXICO
2007 FEB 12 AM 11: 07

State of New Mexico
Department of Public Safety

Information Technology
Agreement
Contract No. 09-790-5000-0012

THIS Information Technology Agreement ("Agreement") is made by and between the State of New Mexico, Department of Public Safety, hereinafter referred to as the "Procuring Agency" and Intelligent Imaging Systems, 4954-89 Street, Edmonton, Alberta, Canada T6E5K1 hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.*; and Procurement Code Regulations, NMAC 1.4.1 *et. seq.*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the SOLE SOURCE, the Contractor's response to such document(s) and Contractor's Quote numbers 2008265R1 and 2008314 are incorporated herein by reference; and,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 - DEFINITIONS

- A. **"Acceptance"** shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the Procuring Agency.
- B. **"Change Request"** shall mean the document utilized to request changes or revisions in the Scope of Work.
- C. **"Chief Information Officer ("CIO")"** shall mean the Secretary/CIO of the Department of Information Technology for the State of New Mexico or designated representative.
- D. **"Deliverable"** shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- E. **"DoIT"** shall mean the Department of Information Technology.
- E. **"DFA"** shall mean the Department of Finance and Administration; **"DFA/CRB"** shall mean the Department of Finance and Administration, Contracts Review Bureau.
- F. **"Escrow"** shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to be held by that party until the performance of a condition is accepted; in the event contractor fails to perform, the grantee agency receives the legal document, in this case, source code.
- G. **"Enhancement"** means any modification or addition that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an Error Correction. After conferring with Procuring Agency, an Enhancement may be identified as minor or major

- H. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives.
- I. "Know How" shall mean all technical information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
- J. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement, excluding Contractor's "Smart Roadside Software".
- K. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a project and the project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Agency.
- L. "Payment Invoice" shall mean a detailed, certified and written request for payment of services rendered from the Contractor to the Procuring Agency. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.
- M. "Performance Bond" shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.
- N. "Project" shall mean a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project approval is given by the Executive Level Representative and verified by the agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is the MTD Enhanced Electronic Screening at the Anthony and Gallup Ports of Entry.
- O. "Project Manager" shall mean a qualified person from the Procuring Agency responsible for all aspects of the Project or the administration of this Agreement. Under the terms of this Agreement, the Project Manager shall be Major Ron Cordova or designated representative.
- P. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
- Q. "State Purchasing Agent (SPA)" - shall mean the State Purchasing Agent for the State of New Mexico or designated representative.
- R. "State Purchasing Division (SPD)" - shall mean the State Purchasing Division of the General Services Department for the State of New Mexico

ARTICLE 2 – SCOPE OF WORK

- A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.
- B. Performance Measures. Contractor shall substantially perform the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results and the proposed timetable for

implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its rights pursuant to Article 6.

C. Schedule. The due dates, as set forth in Exhibit A, shall not be altered or waived by the Procuring Agency without prior written approval, through the Change Management process, as defined in Article 15.

D. License. Contractor hereby grants Procuring Agency a non-exclusive, irrevocable, perpetual license to use and copy the "Smart Roadside Software" as defined in Article 2 and Exhibit A.

The right to copy the software is limited to the following purposes: archival, backup and training. All archival and backup copies of the software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

1) Contractor agrees to maintain, at contractor's own expense, a copy of the software source code to be kept by an escrow agent and to list the Procuring Agency as an authorized recipient of this source code. The source code shall be in magnetic form on media specified by the Procuring Agency. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the software at the current revision level. Included with the media shall be all associated documentation which will allow the Procuring Agency to top load, compile and maintain the software in the event of a breach.

2) Contractor shall place into third party escrow current copies of the SRIS Enterprise Software source code. Contractor shall deliver to Agency a fully executed, 4 year, Two Party Escrow Services Agreement between the Contractor (as depositor), and a reputable escrow services company with the Agency (as beneficiary). Contractor shall deliver to Agency written proof of deposit of the appropriate source code. The value of these escrow services is \$9814.35 including New Mexico Gross Receipts Tax, which sum is included in the total compensation for Deliverable One.

3) In the event the Contractor goes bankrupt or becomes insolvent, the Escrow agent shall release to the Procuring Agency: 1) the latest available licensed software program source code and related documentation meant for the licensed software provided or developed under this Agreement by the Contractor and listed as part of the purchase system; 2) the source code and compiler/utilities necessary to maintain the system; and, 3) related documentation for software developed by third parties to the extent that the Contractor is authorized to disclose such software. In such circumstances, Procuring Agency shall have an unlimited right to use, modify and copy the source code and documentation.

ARTICLE 3 - COMPENSATION

A. **Compensation Schedule.** The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage as identified in Paragraph D.

B. **Payment.** The total compensation under this Agreement shall not exceed five hundred sixty thousand, fourteen dollars and thirty five cents (\$560,014.35) including NM Gross Receipts Tax.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. **Taxes.**

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. **Retainage.** The Procuring Agency shall retain twenty percent (20%) of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.

E. **Performance Bond.** Not Applicable

ARTICLE 4 - ACCEPTANCE

A. **Submission.** Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less twenty percent (20%) retainage.

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

- 1.) Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
- 2.) Complies with the terms and conditions of the Sole Source;
- 3.) Meets the performance measures for the Deliverable(s) and this Agreement;
- 4.) Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
- 5.) Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or designee, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) business days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) day business day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) business days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) business days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The Procuring Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Agency may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT, THE STATE PURCHASING AGENT. This Agreement shall terminate two years from the date of State Purchasing Agent signature, unless terminated pursuant to Article 6. No contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

This Agreement may be terminated as follows:

A. **General.** By the either Party upon written notice to be delivered to the other party not less than ten (10) business days prior to the intended date of termination.

B. **Appropriations.** By the Procuring Agency, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency terminates this Agreement pursuant to this subsection, the Procuring Agency shall provide the Contractor written notice of such termination at least fifteen (15) business days prior to the effective date of the termination.

C. **Obligations and Waiver.** By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE PROCURING AGENCY AND THE STATE OF NEW MEXICO CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 – TERMINATION MANAGEMENT

A. **Contractor.** In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

- 1.) Transfer, deliver, and/or make readily available to the Procuring Agency property in which the Procuring Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Procuring Agency.
- 2.) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the Procuring Agency;
- 3.) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agency may direct, for orderly completion and transition;
- 4.) Take such action as the Procuring Agency may direct, for the protection and preservation of all property and all records related to and required by this Agreement;

- 5.) Agree that the Procuring Agency is not liable for any costs arising out of termination and that the Procuring Agency is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
- 6.) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agency programs;
- 7.) In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Agency's receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Agency the full amount of the reduction.
- 8.) Should this Agreement terminate due to the Contractor's default, the Contractor shall reimburse the Procuring Agency for all losses incurred due to Contractor's default.
- 9.) In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall assist and cooperate with the Procuring Agency in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Agency or created by the Contractor under this Agreement, to the Procuring Agency, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Project Manager, the Contractor shall provide to the Procuring Agency a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Agency or created by the Contractor under this Agreement.

B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Procuring Agency shall 1) Retain ownership of all work products and documentation created pursuant to this Agreement; and 2) Pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 - INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the Procuring Agency, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) days after it receives notice thereof, notify, by certified mail, the legal counsel of the Procuring Agency, the Risk Management Division of the New Mexico General Services Department, and the DoIT .

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the Procuring Agency, as necessary, to satisfy any outstanding claim that the Procuring Agency may have against the Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

A. Ownership.

Contractor hereby acknowledges and grants to the Procuring Agency a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. **Intellectual Property Indemnification.** The Contractor shall defend, at its own expense, the Procuring Agency, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorneys fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Agency based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the Procuring Agency for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Agency shall:

- 1.) Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
- 2.) Allow the Contractor to control the defense and settlement of the claim; and
- 3.) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. **Procuring Agency Rights.** If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

- 1.) Provide the Procuring Agency the right to continue using the product or service and fully indemnify the Procuring Agency against all claims that may arise out of the Procuring Agency's use of the product or service;
- 2.) Replace or modify the product or service so that it becomes non-infringing; or
- 3.) Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void

as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim

ARTICLE 11 - WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverables as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverables and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases. There shall be a one year warranty on all parts and labor, commencing upon final acceptance of all deliverables.

B. Software. Not Applicable

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Brian Heath
Fred Ko

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

ARTICLE 13 – STATUS OF CONTRACTOR

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State

of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Procuring Agency.

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

- 1) Deliverable requirements;
- 2) Compensation due under the terms of this Agreement; or
- 3) Due Date of any Deliverable, as outlined in Exhibit A.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria: 1) The Project Manager shall draft a written Change Request for Executive Level Representative review and approval to include: the name of the person requesting the change, a summary of the required change, the start date for the change, the reason and necessity for change, the urgency level for the change, the elements to be altered, the impact of the change, the staffing plan associated with the change, the impact on the schedule for implementing the change, the cost impact, the risk assessment and a recommended approach to the change, and 2) The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) working days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change requests, once approved, become a part of the contract and become binding as a part of the original contract.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

If Independent Validation and Verification ("IV&V") services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to: 1) Providing project documentation; 2) Allowing the IV&V vendor to sit in on project meetings; and 3) Supplying the IV&V vendor with any other material as directed by the Project Manager.

ARTICLE 16 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity. The total limit of Contractor liability under the terms of this Agreement is \$1,000,000.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages. Notwithstanding the above, Contractor liability under the terms of this Agreement shall in aggregate be limited to \$1,000,000.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor's site or the Procuring Agency's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the Procuring Agency or for losses occasioned by the Procuring Agency's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the Procuring Agency or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 19 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

ARTICLE 20 – SUBCONTRACTING

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its

obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Procuring Agency.

ARTICLE 21 – RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 22 – CONFIDENTIALITY

Any confidential information provided to the contractor by the agency or, developed by the Contractor based on information provided by the agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such confidential information to the Procuring Agency will result in direct, special and incidental damages.

ARTICLE 23 – CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, CIO, SPA, and DFA. The Procuring Agency shall have the right to audit billings both before and after payment. Payment for services under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurennewmexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

ARTICLE 27 - MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 28 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For PROCURING AGENCY
Major Ron Cordova and John Oliver
New Mexico Department of Public Safety
P.O. Box 1628
Santa Fe, NM 87504

For CONTRACTOR
Brian Heath
Intelligent Imaging Systems
4954-89 Street
Edmonton, Alberta, Canada T6E5K1

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 29– GENERAL PROVISIONS

A. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

B. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If

Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies

C. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

D. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the Procuring Agency's main office is located. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits.

E. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

F. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 30 - SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

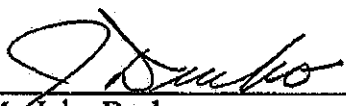
ARTICLE 31 – TIME

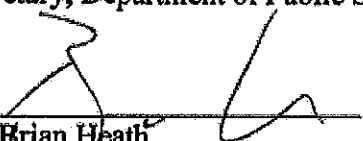
Calculation of Time. Any time period herein calculated by reference to "days" means calendar days; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

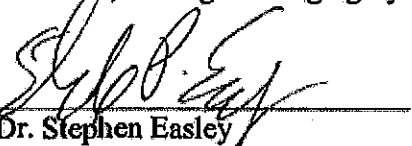
ARTICLE 32 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

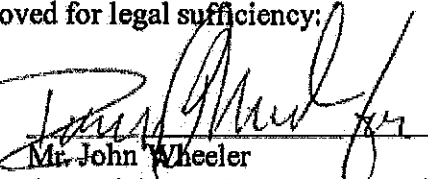
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By:  Date: 2/16/09
Mr. John Denko
Secretary, Department of Public Safety

By:  Date: January 28, 2009
Mr. Brian Heath
President, Intelligent Imaging Systems

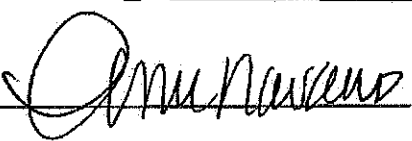
By:  Date: 2/9/09
Dr. Stephen Easley
Chief Information Officer, Department of Public Safety

Approved for legal sufficiency:

By:  Date: 2/9/09
Mr. John Wheeler
General Counsel, Department of Public Safety

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

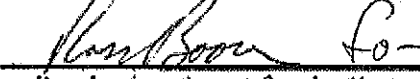
CRS ID Number: 031-36912000

By:  Date: 2/16/09
Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with all pertinent statutory laws defining the mission and authority of the Department of Information Technology and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By:  Date: 2-18-09
Mr. Marlin Mackey, Cabinet Secretary
Department of Information Technology

This Agreement has been approved by the SPA:

By:  Fo- Date: 2/19/09
Purchasing Agent for the State of New Mexico

This Agreement has been approved by the DFA Contracts Review Bureau:

By: W/A Date: _____
DFA Contracts Review Bureau

EXHIBIT A – SCOPE OF WORK

- I. **Goals and Performance Measures** DPS will intensify and continue its efforts to increase traffic enforcement, increase arrests, checkpoint and saturation patrols, and to reduce commercial vehicle crash rate, alcohol-related motor vehicle fatalities and other traffic fatalities. Improve traffic safety in New Mexico by reducing the traffic death and heavy duty truck crash rates.

Improve traffic safety in New Mexico by reducing the traffic death and heavy truck crash rates.

- i. Identify high crash areas and request they be made “safety corridors” by the NM Department of Transportation’s Traffic Safety Bureau;
- ii. Increase the effort to conduct Commercial Vehicle Safety Alliance (CVSA) inspections;
- iii. Conduct special operation saturation patrols (Wolf Packs) on at least a once-per-month basis;
- iv. Together with the NM Department of Transportation’s engineering staff, propose improvements in road conditions that have been identified as contributing factors in traffic accidents;
- v. Direct officers on un-obligated time to patrol high crash areas;
- vi. Identify motor carriers with poor safety ratings and/or a high incidence of vehicle driver violations, and refer them for state and/or federal compliance reviews;
- vii. Conduct one multi-agency enforcement effort per quarter (an officer every ten miles, Wolf Packs, Selective Traffic Enforcement Project, Commercial Motor Vehicle enforcement activities, etc.) with local law enforcement agencies;
- viii. Encourage improved coordination and assimilation of crash and accident information and data gathered from multiple agencies and sources, in order to better identify all contributing factors; and,
- ix. Provide traffic safety presentations to driver education students, high school and community groups.

II. A. Activities. This contract is for the deployment of an Enhanced Screening Project for the Anthony and Gallup Ports of Entry. The Contractor has the proprietary right to the Smart

Roadside Multi-Reader Portal. Objectives. To assist the agency in increasing efficiency at these ports of entry to check for safety and compliance with the weight distance tax requirements.

B. Objectives. To deploy an Enhanced Screening integrated system by utilizing the Smart Roadside Multi-Reader Portal.

II. Scope of Work

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverables are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following Sections. Although only two Deliverables are listed below, they are in place for example purposes only. Agencies may identify as many Deliverables, with attendant Tasks and Subtasks, as needed to accomplish the project goals and objectives.

A. Deliverable Number 1

<u>Deliverable One</u>		<u>Due Date</u>	<u>Compensation</u>
Conduct Site Visits to evaluate deployment strategy		03/01/09 or 30 days after contract effective date, whichever is later	\$28,189.35 including NMGRT
Task Item	Sub Tasks	Description	
Conduct Site Visits to the Anthony & Gallup POE	Sub 1 Visit the Gallup POE	Conduct site visit at the Gallup port of entry for the deployment of the Smart Roadside Multi-Reader Portal. The site visit will provide the Contractor information on the site needs of the department. The visit will provide the Contractor guidance as to location and daily operations of the port of entry. Contractor shall provide DPS preconstruction drawings, system schematics, timeline and site project plan for review and acceptance prior to the implementation of Deliverable 2.	
	Sub 2 Visit the Anthony POE	Conduct site visit at the Anthony port of entry for the deployment of the Smart Roadside Multi-Reader Portal. The site visit will provide the Contractor information on the site needs of the department. The visit will provide the Contractor guidance as to location and daily operations of the port of entry. Contractor shall provide DPS preconstruction drawings, system schematics, timeline and site project plan for review and acceptance prior to the implementation of Deliverable 3.	
	Sub 3	Purchase Escrow Services	

B. Deliverable Number 2

<u>Deliverable Two</u>		<u>Due Date</u>	<u>Compensation</u>
SRIS Hardware and Software Installation in Gallup		September 30, 2009	\$211,837.50 including NM Gross Receipts Tax
Task Item	Sub Tasks	Description	
Install Hardware and Software at the Gallup POE	Sub 1 Installation of the SRIS Hardware and Sensor Software	Contractor shall install all necessary SRIS Hardware and SRIS standard sensor interface software at the Gallup POE. The SRIS hardware installation shall include the SRIS standard sensor interface software to demonstrate fully functional and integrated hardware equipment to DPS. The installation of the SRIS Compliance software will be completed once the SRIS Enterprise software module is completed in Deliverable 4.	
Design and Engineering	Sub 1a	Contractor shall complete the Design and Engineering required to install SRIS at Gallup POE.	
SRIS Standard Sensor Interface Software	Sub 1b	Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at Gallup POE.	
Installation	Sub 1c	Contractor shall install all necessary hardware and software SRIS components at Gallup POE.	
Field Testing	Sub 1d	Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Gallup POE.	
Commissioning	Sub 1e	Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS.	

C. Deliverable Number 3

<u>Deliverable Three</u>		<u>Due Date</u>	<u>Compensation</u>
SRIS Hardware and Software Installation in Anthony		September 30, 2009	\$211,837.50 including NM Gross Receipts Tax
Task Item	Sub Tasks	Description	
Install Hardware and Software at the Anthony POE	Sub 1 Installation of the SRIS Hardware and Sensor Software	Contractor shall install all necessary SRIS Hardware and SRIS standard sensor interface software at the Anthony POE. The SRIS hardware installation shall include the SRIS standard sensor interface software to demonstrate fully functional and integrated hardware equipment to DPS. The installation of the SRIS Compliance software will be completed once the SRIS Enterprise software module is completed in Deliverable 4.	
Design and Engineering	Sub 1a	Contractor shall complete the Design and Engineering required to install SRIS at Anthony POE.	
SRIS Standard Sensor Interface Software	Sub 1b	Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at Anthony POE.	
Installation	Sub 1c	Contractor shall install all necessary hardware and software SRIS components at Anthony POE.	
Field Testing	Sub 1d	Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Anthony POE.	
Commissioning	Sub 1e	Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS.	

D. Deliverable Number 4

Deliverable Four		Due Date	Compensation
SRIS Enterprise Software		December 15, 2009	108,150 including NM Gross Receipts Tax
Task Item	Sub Tasks	Description	
Install Central Server, Enterprise Software, SRIS Compliance Software	Sub 1	The Contractor shall install complete SRIS Enterprise Software System at MTD headquarters, the Anthony POE and the Gallup POE that includes the following components: 1. SRIS Central Server (at MTD headquarters), including a. SRIS Enterprise Administrative Web Service b. SRIS Central Server Data Repository Service c. SRIS Central Server Remote Database Query Service 2. SRIS Compliance Software (at Anthony & Gallup), including a. SRIS Inspection and Alert Web Service	
Software Customization and Database Integration	Sub 2	The completed SRIS Enterprise Software installation will provide data elements and alerts to NM MTD employees via local SRIS Enforcement Interfaces for Weight Distance Tax and Safety Status of motor carriers. This installation will include the interface with the NM Taxation and Revenue Department EFILE system to ensure the data provides a pass/fail in compliance with the Weight Distance Tax. There will be an additional interface to provide Safety information provided by the USDOT, FMCSA, SAFER system. Weight Distance Tax alerts shall be provided under the following conditions: 1. Non-filers of the Weight Distance Tax 2. Zero-filers of the Weight Distance Tax 3. Carriers that have been suspended in the Weight Distance Tax System (EFILE) Alerts will provide the current year of Tax ID Permit, and will identify active and inactive carriers and vehicles The additional interface will be with the Federal Motor Carrier Safety (SAFER) files. The system shall provide employees of the Department with alerts for carriers that are not compliant in commercial vehicle safety. Alerts shall be provided for carriers that meet any of the following conditions: • Carrier has a high SAFESTAT rating set by the Department • Carriers that have been placed out of service by FMCSA. • Carriers that have a high Inspection Selection System (ISS) rating from FMCSA set forth by the Department The Contractor shall ensure proper interfaces with the system requirements.	
System testing & commissioning	Sub 3	The SRIS Enterprise Software (incl. Gallup & Anthony POE Compliance Software) must be able to demonstrate complete system-wide functionality over a 14 day acceptance period by DPS.	
Conduct training	Sub 4	Contractor will provide onsite operational and administrative training to DPS throughout the installation and 14 day acceptance period.	

STATE OF NEW MEXICO
Department of Public Safety
IT PROFESSIONAL SERVICES CONTRACT

AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Public Safety, hereinafter referred to as the "Agency," and Intelligent Imaging Systems, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Article 3 – Compensation is hereby amended to read as follows:

ARTICLE 3 - COMPENSATION

B. PAYMENT. Under this amendment, the Agency shall pay to the Contractor in full payment for services rendered additional compensation such compensation not to exceed four hundred eighty nine thousand and thirty two dollars (\$489,032.00), including gross receipts tax of twenty three thousand two hundred and eighty seven dollars (\$23,287) and expenses. The New Mexico gross receipts tax levied on the amounts payable under this Agreement, shall be paid by the Agency to the Contractor. The total amount of money payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed four hundred sixty-five thousand seven hundred forty-five dollars (\$489,032.00).

Under Contract # 09-790-5000-0012 and all Amendments to said Contract, the total amount of money payable to the Contractor, including gross receipts tax and expenses, shall not exceed one million forty nine thousand forty six dollars and thirty-five cents (\$1,049,046.35).

Exhibit A, Section III, Scope of Work, is hereby amended to read as follows:

III. Scope of Work.

In addition to the Deliverables on the original contract, the Contractor shall provide these additional two deliverables:

E. Deliverable Number 5

<u>Deliverable Five</u>		<u>Due Date</u>	<u>Compensation</u>
Conduct Site Visits to evaluate deployment strategy		09/15/09 or 30 days after contract amendment effective date, whichever is later	\$15,000.00 including NMGR
Task Item	Sub Tasks	Description	
Conduct Site Visits to the San Jon POE	Sub 1 Visit the San Jon POE	Conduct site visit at the San Jon port of entry for the deployment of the Smart Roadside Multi-Reader Portal with weigh-in-motion capabilities. The site visit will provide the Contractor information on the site needs of the department. The visit will provide the Contractor guidance as to location and daily operations of the port of entry. Contractor shall provide DPS preconstruction drawings, system schematics, timeline and site project plan for review and acceptance prior to the implementation of Deliverable 6.	

F. Deliverable Number 6

<u>Deliverable Six</u>		<u>Due Date</u>	<u>Compensation</u>
SRIS Hardware and Software Installation to include WIM in San Jon		December 31, 2009	\$474,032 including NM Gross Receipts Tax
Task Item	Sub Tasks	Description	
Install Hardware and Software at the San Jon POE	Sub 1 Installation of the SRIS Hardware and Sensor Software	Contractor shall install all necessary SRIS Hardware and SRIS standard sensor interface software at the San Jon POE. The SRIS hardware installation shall include the SRIS standard sensor interface software to demonstrate fully functional and integrated hardware equipment to DPS. The installation shall include Kistler weigh-in-motion scales on the ramp at the San Jon POE. The installation of the SRIS Compliance software shall also be completed.	
Design and Engineering	Sub 1a	Contractor shall complete the Design and Engineering required to install SRIS and weigh-in-motion at San Jon POE. Contractor shall provide design and engineering documentation to DPS-Motor Transportation Police Division.	
SRIS Standard Sensor Interface Software	Sub 1b	Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at San Jon POE.	
Installation	Sub 1c	Contractor shall install all necessary hardware and software and weigh-in-motion SRIS components at San Jon POE. All hardware and software are included in Quote Number 2009332R1.	
Field Testing	Sub 1d	Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at San Jon POE.	
Commissioning	Sub 1e	Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS. Contractor shall provide training to Port Personnel during a 24 hour training class.	

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau, below or a specified date whichever is later.

By: [Signature]
Mr. John Denko, DPS Cabinet Secretary

Date: 10/2/09

By: [Signature]
Mr. Brian Heath, President
Intelligent Imaging Systems

Date: August 21/09

By: [Signature]
Dr. Stephen Easley
DPS Chief Information Officer

Date: 8/27/2009

By: [Signature]
DPS Legal Counsel
(Certifying legal sufficiency)

Date: 8/27/2009

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 031-36912000

By: [Signature]
Taxation and Revenue Department

Date: 10/10/09

Approved as to information technology contractual specifications and compliance with all pertinent statutory laws defining the mission and authority of the Department of Information Technology and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico

By: [Signature]
Marlin Mackey, Secretary
Department of Information Technology

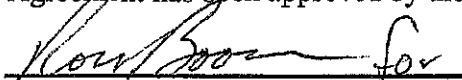
Date: 10-9-09

This Agreement has been approved by the DFA Contracts Review Bureau:

By: DIA
DFA Contracts Review Bureau

Date: _____

This Agreement has been approved by the SPA:

By:  for Date: 11/6/09
Purchasing Agent for the State of New Mexico

STATE OF NEW MEXICO
Department of Public Safety
IT PROFESSIONAL SERVICES CONTRACT

AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Public Safety, hereinafter referred to as the "Agency," and Intelligent Imaging Systems, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Article 3 – Compensation is hereby amended to read as follows:

ARTICLE 3 - COMPENSATION

B. PAYMENT. Under this amendment, the Agency shall pay to the Contractor in full payment for services rendered additional compensation such compensation not to exceed one million four hundred thirty five thousand four hundred sixty dollars and twenty-five cents (\$1,435,460.25), including gross receipts tax of sixty eight thousand three hundred fifty five dollars and twenty five cents (\$68,355.25) and expenses. The New Mexico gross receipts tax levied on the amounts payable under this Agreement, shall be paid by the Agency to the Contractor. The total amount of money payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed one million four hundred thirty five thousand four hundred sixty dollars and twenty-five cents (\$1,435,460.25).

Under Contract # 09-790-5000-0012 and all Amendments to said Contract, the total amount of money payable to the Contractor, including gross receipts tax and expenses, shall not exceed two million four hundred eighty four thousand five hundred six dollars and sixty cents (\$2,484,506.60).

Exhibit A, Section III, Scope of Work, is hereby amended to read as follows:

III, Scope of Work.

In addition to the Deliverables on the original contract, the Contractor shall provide these additional seven deliverables:

E. Deliverable Number 7

Deliverable Seven		Due Date	Compensation
Conduct Site Visits to evaluate deployment strategy		10/31/10	\$15,000.00 including NMGR
Task Item	Sub Tasks	Description	
Conduct Site Visits to the Virtual Site on SR 392 WB	Sub 1 Visit the Virtual Inspection site	Conduct site visit at the future remote inspection site north of San Jon on SR 392 westbound for the deployment of the Smart Roadside Multi-Reader Portal with weigh-in-motion capabilities. The site visit will provide the Contractor information on the site needs of the department. The visit will provide the Contractor guidance as to location and daily operations of the department. Contractor shall provide DPS preconstruction drawings, system schematics, timeline and site project plan for review and acceptance prior to the implementation of Deliverable 10.	

F. Deliverable Number 8

Deliverable Eight		Due Date	Compensation
Conduct Site Visits to evaluate deployment strategy		10/31/10	\$15,000.00 including NMERT
Task Item	Sub Tasks	Description	
Conduct Site Visits to the Virtual Site (San Jon Eastbound)	Sub 1 Visit the Virtual Inspection site	Conduct site visit at the remote inspection site directly across the Interstate from the San Jon Westbound POE for the deployment of the Smart Roadside Multi-Reader Portal with weigh-in-motion capabilities. The site visit will provide the Contractor information on the site needs of the department. The visit will provide the Contractor guidance as to location and daily operations of the department. Contractor shall provide DPS preconstruction drawings, system schematics, timeline and site project plan for review and acceptance prior to the implementation of Deliverable 11.	

H. Deliverable Ten

Deliverable Ten		Due Date	Compensation
SRIS Hardware and Software Installation to include WIM in SR 392 WB Virtual		2/18/11	\$452,250 including NM Gross Receipts Tax
Task Item	Sub Tasks	Description	
Install Hardware and Software on SR 392 WB	Sub 1 Installation of the SRIS Hardware and Sensor Software	Contractor shall install all necessary SRIS Hardware and SRIS standard sensor interface software at a remote inspection location north of San Jon on state road 392 westbound at a location to be approved by the department. The SRIS hardware installation shall include the SRIS standard sensor interface software to demonstrate fully functional and integrated hardware equipment to DPS. The installation shall include integrated Kistler weigh-in-motion scales. The installation of the SRIS Compliance software shall also be completed.	
Design and Engineering	Sub 1a	Contractor shall complete the Design and Engineering required to install SRIS and weigh-in-motion at SR 392 WB. Contractor shall provide design and engineering documentation to DPS-Motor Transportation Police Division.	
SRIS Standard Sensor Interface Software	Sub 1b	Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at remote inspection site location.	
Installation	Sub 1c	Contractor shall install all necessary hardware and software and weigh-in-motion SRIS components at SR 392 WB remote inspection site. All hardware and software are included in Quote Number 2010400R2.	
Field Testing	Sub 1d	Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at remote inspection site location.	
Commissioning	Sub 1e	Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS. Contractor shall provide training to department Personnel during a 24 hour training class.	

I. Deliverable Number 11

Deliverable Eleven		Due Date	Compensation
SRIS Hardware and Software Installation in San Jon EB Virtual		2/18/11	\$309,213.75 including NM Gross Receipts Tax
Task Item	Sub Tasks	Description	
Install Hardware and Software on San Jon EB Virtual	Sub 1 Installation of the SRIS Hardware and Sensor Software	Contractor shall install all necessary SRIS Hardware and SRIS standard sensor interface software on I-40 eastbound remote site across the Interstate from the San Jon POE WB. The SRIS hardware installation shall include the SRIS standard sensor interface software to demonstrate fully functional and integrated hardware equipment to DPS. The installation of the SRIS Compliance software shall also be completed.	
Design and Engineering	Sub 1a	Contractor shall complete the Design and Engineering required to install SRIS on I-40 eastbound remote site across the Interstate from the San Jon POE WB. Contractor shall provide design and engineering documentation to DPS-Motor Transportation Police Division.	
SRIS Standard Sensor Interface Software	Sub 1b	Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at remote inspection site location.	
Installation	Sub 1c	Contractor shall install all necessary hardware and software on I-40 eastbound remote site across the Interstate from the San Jon POE WB. All hardware and software are included in Quote Number 2010400R2.	
Field Testing	Sub 1d	Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at remote inspection site location.	
Commissioning	Sub 1e	Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS. Contractor shall provide training to department Personnel during a 24 hour training class.	

K. Deliverable Number 13

Deliverable Thirteen		Due Date	Compensation
SRIS Hardware and Software Installation at Raton Virtual		2/18/11	\$309,213.75 including NM Gross Receipts Tax
Task Item	Sub Tasks	Description	
Install Hardware and Software at Raton Virtual	Sub 1 Installation of the SRIS Hardware and Sensor Software	Contractor shall install all necessary SRIS Hardware and SRIS standard sensor interface software on I-25 northbound the highway across from the Raton POE. The SRIS hardware installation shall include the SRIS standard sensor interface software to demonstrate fully functional and integrated hardware equipment to DPS. The installation of the SRIS Compliance software shall also be completed.	
Design and Engineering	Sub 1a	Contractor shall complete the Design and Engineering required to install SRIS on I-25 southbound across from Raton POE. Contractor shall provide design and engineering documentation to DPS-Motor Transportation Police Division.	
SRIS Standard Sensor Interface Software	Sub 1b	Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at the Raton Virtual site.	
Installation	Sub 1c	Contractor shall install all necessary hardware and software SRIS components at Raton virtual site. All hardware and software are included in Quote Number 2010400R2.	
Field Testing	Sub 1d	Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Raton virtual site location.	
Commissioning	Sub 1e	Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS. Contractor shall provide training to department Personnel at Raton POE during a 24 hour training class.	

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the required approval authorities below.

By: [Signature]
Mr. John Denko or designee
DPS Cabinet Secretary

Date: 9/17/10

By: [Signature]
Mr. Brian Heath, President
Intelligent Imaging Systems

Date: September 14, 2010

By: [Signature]
Stephen Tapke
DPS Deputy Chief Information Officer

Date: 9/15/2010

As to form and legal sufficiency for the amended scope and amount.
By: [Signature]
Germaine R. Chappelle or designee
DPS General Counsel

Date: 9/16/10

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 031-36912000

By: [Signature]
Taxation and Revenue Department

Date: 9/20/10

Approved as to information technology contractual specifications and compliance with all pertinent statutory laws defining the mission and authority of the Department of Information Technology and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico

By: [Signature]
Marlin Mackey, Secretary
Department of Information Technology

Date: 9-23-10

This Agreement has been approved by the SPA:

By: [Signature]
Purchasing Agent for the State of New Mexico or designee

Date: 9/24/2010

This Agreement has been approved by the DFA Contracts Review Bureau:

By: D/A
DFA Contracts Review Bureau

Date: _____



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

GSD/PD 003-D2 (Rev. 01/09)

Awarded Vendor
0000075921
intelligent Imaging Systems
4954 89th Street
Edmonton, Alberta, Canada T6E 5K1

Telephone No.: _____

Contract Amendment

Contract Number: 09-790-5000-0012

Contract Amendment No.: THREE

Term: February 19, 2009 thru February 18, 2011

Ship to:
New Mexico Department of Public Safety
4491 Cerrillos Road
Santa Fe, NM 87507

Invoice:
Same as "Ship to" address

For questions regarding this contract please contact:
Major Ron Cordova (505) 827-0302

Procurement Specialist: Fran Dunaway *[Signature]*

Telephone No.: (505) 827-2331

Commodity: IIS System

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from February 20, 2011 to February 19, 2013 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 01/12/11

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

FD
[Signature]

Contract No. 09-790-5000-0012

STATE OF NEW MEXICO
DEPARTMENT OF PUBLIC SAFETY
IT PROFESSIONAL SERVICES CONTRACT

AMENDMENT No. 4

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Public Safety, hereinafter referred to as the "Agency," and Intelligent Imaging Systems, hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

- (1) Exhibit A, Scope of Work, Section III, is hereby amended to reflect revised deliverable due dates of the following specific deliverables:

Deliverable Seven	Original Due Date	Revised Due Date	Compensation
Conduct Site Visits to evaluate deployment strategy	10/31/10	45 days after execution of contract	\$15,000.00 including NMGR

Task Item	Sub Tasks	Description
Conduct Site Visits to the Virtual Site on SR 392 WB	Sub 1 Visit the Virtual Inspection site	Conduct site visit at the future remote inspection site north of San Jon on SR 392 westbound for the deployment of the Smart Roadside Multi-Reader Portal with weigh-in-motion capabilities. The site visit will provide the Contractor information on the site needs of the department. The visit will provide the Contractor guidance as to location and daily operations of the department. Contractor shall provide DPS preconstruction drawings, system schematics, timeline and site project plan for review and acceptance prior to the implementation of Deliverable 10.

<u>Deliverable Eight</u>	<u>Original Due Date</u>	<u>Revised Due Date</u>	<u>Compensation</u>
Conduct Site Visits to evaluate deployment strategy	10/31/10	45 days after execution of contract	\$15,000.00 including NMGR

Task Item	Sub Tasks		Description
Conduct Site Visits to the Virtual Site (San Jon Eastbound)	Sub 1 Visit the Virtual Inspection site		Conduct site visit at the remote inspection site directly across the Interstate from the San Jon Westbound POE for the deployment of the Smart Roadside Multi-Reader Portal with weigh-in-motion capabilities. The site visit will provide the Contractor information on the site needs of the department. The visit will provide the Contractor guidance as to location and daily operations of the department. Contractor shall provide DPS preconstruction drawings, system schematics, timeline and site project plan for review and acceptance prior to the implementation of Deliverable 11.

Deliverable Nine	Original Due Date	Revised Due Date	Compensation
Conduct Site Visits to evaluate deployment strategy	10/31/10	45 days after execution of contract	\$30,000.00 including NMGR

Task Item	Sub Tasks	Description
Conduct Site Visits to both Raton POE and Virtual site directly across highway from POE	Sub 1 Visit the Raton POE and Virtual sites	Conduct site visit at the Raton POE and Virtual site directly across highway for the deployment of the Smart Roadside Multi-Reader. The site visit will provide the Contractor information on the site needs of the department. The visit will provide the Contractor guidance as to location and daily operations of the POE. Contractor shall provide DPS preconstruction drawings, system schematics, timeline and site project plan for review and acceptance prior to the implementation of Deliverables 12 and 13.

<u>Deliverable Ten</u>	<u>Original Due Date</u>	<u>Revised Due Date</u>	<u>Compensation</u>
SRIS Hardware and Software Installation to include WIM in SR 392 WB Virtual	2/18/11	12/31/11	\$452,250 including NM Gross Receipts Tax

<u>Task Item</u>	<u>Sub Tasks</u>		<u>Description</u>
Install Hardware and Software on SR 392 WB	Sub 1 Installation of the SRIS Hardware and Sensor Software		Contractor shall install all necessary SRIS Hardware and SRIS standard sensor interface software at a remote inspection location north of San Jon on state road 392 westbound at a location to be approved by the department. The SRIS hardware installation shall include the SRIS standard sensor interface software to demonstrate fully functional and integrated hardware equipment to DPS. The installation shall include integrated Kistler weigh-in-motion scales. The installation of the SRIS Compliance software shall also be completed.
Design and Engineering	Sub 1a		Contractor shall complete the Design and Engineering required to install SRIS and weigh-in-motion at SR 392 WB. Contractor shall provide design and engineering documentation to DPS-Motor Transportation Police Division.
SRIS Standard Sensor Interface Software	Sub 1b		Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at remote inspection site location.
Installation	Sub 1c		Contractor shall install all necessary hardware and software and weigh-in-motion SRIS components at SR 392 WB remote inspection site. All hardware and software are included in Quote Number 2010400R2.
Field Testing	Sub 1d		Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at remote inspection site location.
Commissioning	Sub 1e		Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS. Contractor shall provide training to department Personnel during a 24 hour training class.

Deliverable Eleven	Original Due Date	Revised Due Date	Compensation
SRIS Hardware and Software Installation in San Jon EB Virtual	2/18/11	6/30/11	\$309,213.75 including NM Gross Receipts Tax

Task Item	Sub Tasks		Description
Install Hardware and Software on San Jon EB Virtual	Sub 1 Installation of the SRIS Hardware and Sensor Software		Contractor shall install all necessary SRIS Hardware and SRIS standard sensor interface software on I-40 eastbound remote site across the Interstate from the San Jon POE WB. The SRIS hardware installation shall include the SRIS standard sensor interface software to demonstrate fully functional and integrated hardware equipment to DPS. The installation of the SRIS Compliance software shall also be completed.
Design and Engineering	Sub 1a		Contractor shall complete the Design and Engineering required to install SRIS on I-40 eastbound remote site across the Interstate from the San Jon POE WB. Contractor shall provide design and engineering documentation to DPS-Motor Transportation Police Division.
SRIS Standard Sensor Interface Software	Sub 1b		Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at remote inspection site location.
Installation	Sub 1c		Contractor shall install all necessary hardware and software on I-40 eastbound remote site across the Interstate from the San Jon POE WB. All hardware and software are included in Quote Number 2010400R2.
Field Testing	Sub 1d		Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at remote inspection site location.

Commissioning	Sub 1e		Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS. Contractor shall provide training to department Personnel during a 24 hour training class.
---------------	--------	--	--

Deliverable Twelve		Original Due Date	Revised Due Date	Compensation
SRIS Hardware and Software Installation at Raton POE		2/18/11	6/30/11	\$304,782.75 including NM Gross Receipts Tax
Task Item	Sub Tasks		Description	
Install Hardware and Software at Raton POE	Sub 1 Installation of the SRIS Hardware and Sensor Software		Contractor shall install all necessary SRIS Hardware and SRIS standard sensor interface software on the ramp at Raton POE located on I-25 southbound. The SRIS hardware installation shall include the SRIS standard sensor interface software to demonstrate fully functional and integrated hardware equipment to DPS. The installation of the SRIS Compliance software shall also be completed.	
Design and Engineering	Sub 1a		Contractor shall complete the Design and Engineering required to install SRIS on the ramp at the Raton POE. Contractor shall provide design and engineering documentation to DPS-Motor Transportation Police Division.	
SRIS Standard Sensor Interface Software	Sub 1b		Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at the Raton POE scale house location.	
Installation	Sub 1c		Contractor shall install all necessary hardware and software SRIS components at Raton POE site. All hardware and software are included in Quote Number 2010400R2.	
Field Testing	Sub 1d		Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Raton POE site location.	

Commissioning	Sub 1e		Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS. Contractor shall provide training to department Personnel at Raton POE during a 24 hour training class.
---------------	--------	--	---

Deliverable Thirteen		Original Due Date	Revised Due Date	Compensation
SRIS Hardware and Software Installation at Raton Virtual		2/18/11	6/30/11	\$309,213.75 including NM Gross Receipts Tax
Task Item	Sub Tasks		Description	
Install Hardware and Software at Raton Virtual	Sub 1 Installation of the SRIS Hardware and Sensor Software		Contractor shall install all necessary SRIS Hardware and SRIS standard sensor interface software on I-25 northbound the highway across from the Raton POE. The SRIS hardware installation shall include the SRIS standard sensor interface software to demonstrate fully functional and integrated hardware equipment to DPS. The installation of the SRIS Compliance software shall also be completed.	
Design and Engineering	Sub 1a		Contractor shall complete the Design and Engineering required to install SRIS on I-25 southbound across from Raton POE. Contractor shall provide design and engineering documentation to DPS-Motor Transportation Police Division.	
SRIS Standard Sensor Interface Software	Sub 1b		Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at the Raton Virtual site.	
Installation	Sub 1c		Contractor shall install all necessary hardware and software SRIS components at Raton virtual site. All hardware and software are included in Quote Number 2010400R2.	

Field Testing	Sub 1d		Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Raton virtual site location.
Commissioning	Sub 1e		Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS. Contractor shall provide training to department Personnel at Raton POE during a 24 hour training class.

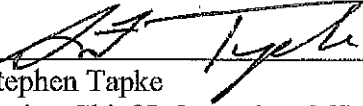
All other articles of the original contract remain the same.

IN WITNESS WHEREOF, parties have executed this Amendment as of the date of signature by the DFA Contracts Review Bureau, below or a specified date whichever is later.

DEPARTMENT OF PUBLIC SAFETY

By: 
Gordon E. Eden, Jr.
Cabinet Secretary or designee

Date: 03/18/11

By: 
Stephen Tapke
Acting Chief Information Officer

Date: 3/15/11

Reviewed as to legal form and sufficiency
New Mexico Department of Public Safety, Office of Legal Affairs

By: 
Rosemary P. McCourt
Deputy Chief Counsel or designee

Date: 3/16/2011

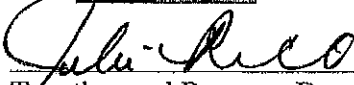
INTELLIGENT IMAGING SYSTEMS

By: 
Brian Heath
President or designee *Ron Sintonoski
Controller*

Date: Mar 11/11

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 031-36912000

By: 
Taxation and Revenue Department

Date: 3/24/11

Approved as to information technology contractual specifications and compliance with all pertinent statutory laws defining the mission and authority of the Department of Information Technology and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico

By: N/A
Cabinet Secretary or designee
Department of Information Technology

Date: _____

This Agreement has been approved by the SPA:

By: [Signature] for Date: 3/28/2011
Purchasing Agent for the State of New Mexico or designee

STATE OF NEW MEXICO
Department of Public Safety
IT PROFESSIONAL SERVICES CONTRACT

AMENDMENT No. 5

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Public Safety, hereinafter referred to as the "Agency," and Intelligent Imaging Systems, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Article 3 – Compensation is hereby amended to read as follows:

ARTICLE 3 - COMPENSATION

B. PAYMENT. Under this amendment, the Agency shall pay to the Contractor in full payment for services rendered additional compensation such compensation not to exceed one million two hundred eighty four thousand five hundred and six dollars and zero cents (**\$1,284,506.00**), including gross receipts tax of sixty one thousand one hundred sixty six dollars and ninety five cents (**\$61,166.95**) and expenses. The New Mexico gross receipts tax levied on the amounts payable under this Agreement, shall be paid by the Agency to the Contractor. The total amount of money payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed one million two hundred eighty four thousand five hundred and six dollars and zero cents (**\$1,284,506.00**).

Under Contract # 09-790-5000-0012 and all Amendments to said Contract, the total amount of money payable to the Contractor, including gross receipts tax and expenses, shall not exceed three million seven hundred sixty nine thousand twelve dollars and sixty cents (**\$3,769,012.60**).

Exhibit A, Section III, Scope of Work, is hereby amended to add the following:

III. Scope of Work.

In addition to the Deliverables on the original contract, the Contractor shall provide these additional seven deliverables:

L. Deliverable Number 14

Deliverable Fourteen		Due Date	Compensation
Conduct Site Visits to evaluate deployment strategy		30 days after contract effective date	\$15,000.00 including NMGR
Task Item	Sub Tasks	Description	
Conduct Site Visits to the Gallup Westbound site.	Sub 1 Visit the Gallup WB site	Conduct site visit at the Gallup Westbound site for the deployment of the Smart Roadside Inspection System (SRIS) Multi-Reader Portal. The site visit will provide the Contractor information on the site needs of the department. The visit will provide the Contractor guidance as to location and daily operations of the site. Contractor shall provide DPS preconstruction drawings, system schematics, timeline and site project plan for review and acceptance prior to the implementation of Deliverable 17.	

M. Deliverable Number 15

Deliverable Fifteen		Due Date	Compensation
Conduct Site Visits to evaluate deployment strategy		30 days after contract effective date	\$15,000.00 including NMGR
Task Item	Sub Tasks	Description	
Conduct Site Visits to the Anthony Eastbound site	Sub 1 Visit the Anthony EB site	Conduct site visit at the Anthony Eastbound site for the deployment of the Smart Roadside Multi-Reader Portal. The site visit will provide the Contractor information on the site needs of the department. The visit will provide the Contractor guidance as to location and daily operations of the site. Contractor shall provide DPS preconstruction drawings, system schematics, timeline and site project plan for review and acceptance prior to the implementation of Deliverable 18.	

N. Deliverable Number 16

Deliverable Sixteen		Due Date	Compensation
Conduct Site Visits to evaluate deployment strategy		30 days after contract effective date	\$15,000.00 including NMGR1
Task Item	Sub Tasks	Description	
Conduct Site Visits to the Lordsburg Westbound virtual site .	Sub 3 Visit the Lordsburg WB virtual site	Conduct site visit at the Lordsburg Westbound site for the deployment of the Smart Roadside Multi-Reader Portal. The site visit will provide the Contractor information on the site needs of the department. The visit will provide the Contractor guidance as to location and daily operations of the site. Contractor shall provide DPS preconstruction drawings, system schematics, timeline and site project plan for review and acceptance prior to the implementation of Deliverable 19.	

O. Deliverable Number 17

Deliverable Seventeen		Due Date	Compensation
SRIS Hardware and Software Installation in Gallup WB virtual site		December 31, 2011	\$330,212.60 including NM Gross Receipts Tax
Task Item	Sub Tasks	Description	
Install Hardware and Software at the Gallup WB site	Sub 1 Installation of the SRIS Hardware and Sensor Software	Contractor shall install all necessary SRIS Hardware and SRIS standard sensor interface software at the Gallup WB virtual site. The SRIS hardware installation shall include the SRIS standard sensor interface software to demonstrate fully functional and integrated hardware equipment to DPS. The installation of the SRIS Compliance software shall also be completed.	
Design and Engineering	Sub 1a	Contractor shall complete the Design and Engineering required to install SRIS at Gallup WB virtual site. Contractor shall provide design and engineering documentation to DPS-Motor Transportation Police Division.	
SRIS Standard Sensor Interface Software	Sub 1b	Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at Gallup WB virtual site.	
Installation	Sub 1c	Contractor shall install all necessary hardware and software SRIS components at Gallup WB virtual site. All hardware and software are included in Quote Number Q2011440.	
Field Testing	Sub 1d	Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Gallup WB virtual site.	
Commissioning	Sub 1e	Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS. Contractor shall provide training to department Personnel at Gallup POE during a ½ day training class.	

P. Deliverable Number 18

<u>Deliverable Eighteen</u>		<u>Due Date</u>	<u>Compensation</u>
SRIS Hardware and Software Installation in Anthony EB virtual site		December 31, 2011	\$330,212.60 including NM Gross Receipts Tax
Task Item	Sub Tasks	Description	
Install Hardware and Software at the Anthony EB site	Sub 1 Installation of the SRIS Hardware and Sensor Software	Contractor shall install all necessary SRIS Hardware and SRIS standard sensor interface software at the Anthony EB virtual site. The SRIS hardware installation shall include the SRIS standard sensor interface software to demonstrate fully functional and integrated hardware equipment to DPS. The installation of the SRIS Compliance software shall also be completed.	
Design and Engineering	Sub 1a	Contractor shall complete the Design and Engineering required to install SRIS at Anthony EB virtual site. Contractor shall provide design and engineering documentation to DPS-Motor Transportation Police Division.	
SRIS Standard Sensor Interface Software	Sub 1b	Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at Anthony EB virtual site.	
Installation	Sub 1c	Contractor shall install all necessary hardware and software SRIS components at Anthony EB virtual site. All hardware and software are included in Quote Number Q2011440.	
Field Testing	Sub 1d	Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Anthony EB virtual site.	
Commissioning	Sub 1e	Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS. Contractor shall provide training to department Personnel at Anthony POE during a ½ day training class.	

Q. Deliverable Number 19

Deliverable Nineteen		Due Date	Compensation
SRIS Hardware and Software Installation in Lordsburg WB virtual site		December 31, 2011	\$330,212.60 including NM Gross Receipts Tax
Task Item	Sub Tasks	Description	
Install Hardware and Software at the Lordsburg WB site	Sub 1 Installation of the SRIS Hardware and Sensor Software	Contractor shall install all necessary SRIS Hardware and SRIS standard sensor interface software at the Lordsburg WB virtual site. The SRIS hardware installation shall include the SRIS standard sensor interface software to demonstrate fully functional and integrated hardware equipment to DPS. The installation of the SRIS Compliance software shall also be completed.	
Design and Engineering	Sub 1a	Contractor shall complete the Design and Engineering required to install SRIS at Lordsburg WB virtual site. Contractor shall provide design and engineering documentation to DPS-Motor Transportation Police Division.	
SRIS Standard Sensor Interface Software	Sub 1b	Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at Lordsburg WB virtual site.	
Installation	Sub 1c	Contractor shall install all necessary hardware and software SRIS components at Lordsburg WB virtual site. All hardware and software are included in Quote Number Q2011440.	
Field Testing	Sub 1d	Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Lordsburg WB virtual site.	
Commissioning	Sub 1e	Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS. Contractor shall provide training to department Personnel at Lordsburg POE during a ½ day training class.	

R. Deliverable Number 20

Deliverable Twenty		Due Date	Compensation
Supply of Mobile SRIS Van including all Hardware and Software		December 31, 2011	\$248,868.20 including NM Gross Receipts Tax
Task Item	Sub Tasks	Description	
Install Hardware and Software in the mobile SRIS Van unit	Sub 1 Installation of the SRIS Hardware and Sensor Software	Contractor shall supply a mobile SRIS Van including all necessary SRIS Hardware and SRIS standard sensor interface software in the mobile SRIS Van unit. The SRIS hardware installation shall include the SRIS Automated License Plate reader (ALPR) system and SRIS workstation installed into a Sprinter van and standard sensor interface software to demonstrate fully functional and integrated hardware equipment to DPS.	
Design and Engineering	Sub 1a	Contractor shall complete the Design and Engineering required to supply the fully integrated mobile SRIS Van unit. Contractor shall provide design and engineering documentation to DPS-Motor Transportation Police Division.	
SRIS Standard Sensor Interface Software	Sub 1b	Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC in the mobile SRIS Van unit.	
Installation and Shipping	Sub 1c	Contractor shall install all necessary hardware and software SRIS components in the mobile SRIS Van unit. Contractor shall complete equipment functionality and sensor integration testing through sensor interface software in the mobile SRIS Van unit at their facility before shipping to NM DPS headquarters.	
Field Testing	Sub 1d	Contractor shall complete equipment functionality and sensor integration testing through sensor interface software in the mobile SRIS Van unit.	
Commissioning	Sub 1e	Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS.	
Training	Sub 1f	Contractor to provide onsite operational and administrative training to DPS.	

All other articles and deliverables of the original contract and all subsequent amendments remain the same.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the State Purchasing Agent (SPA), below or a specified date whichever is later.

By: [Signature] Date: 11/4/11
Mr. Gordon H. Eden Jr., Cabinet Secretary or designee
Department of Public Safety

By: [Signature] Date: Oct 31/11
Mr. Brian Heath, President
Intelligent Imaging Systems

By: [Signature] Date: 11/2/11
Mr. Ron Burton, Acting CIO or designee
Department of Public Safety

By: [Signature] Date: 11/1/11
Rosemary P. McCourt, Deputy Chief Counsel or designee
Department of Public Safety
(Certifying legal sufficiency)

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 031-36912000
By: [Signature] Date: 11/7/11
Taxation and Revenue Department

Approved as to information technology contractual specifications and compliance with all pertinent statutory laws defining the mission and authority of the Department of Information Technology and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico

By: [Signature] Date: 11/10/11
Darryl Ackley, Secretary and State CIO
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: [Signature] Date: 11/17/11
Purchasing Agent for the State of New Mexico or designee



**State of New Mexico
General Services Department**

Contract

Awarded Vendor

0000075921

Intelligent Imaging System

300-1275 W. 6th Avenue

Vancouver, BC V6H1A6

Telephone No. 877-393-3939

Contract Number: 10-790-00-00946

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:

New Mexico Department of Public Safety/MTD

4491 Cerrillos Road

Santa Fe, NM 87507

Procurement Specialist: Fran Dunaway *FD*

Telephone No.: 505-827-2331

Invoice:

Same as "Ship To" address

For questions regarding this contract please contact:
Major Ron Cordova at 505-476-2452

Title: Maintenance & Support of Hardware & Software for MTPD Smart Roadside System

Term: October 5, 2011 thru October 4, 2012

This Contract is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Contract.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/4/11

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

TD

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (07/92)

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
 - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractors plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARRANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
 - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.

State of New Mexico

Department of Public Safety

Information Technology

Agreement

Contract No. 10-190-00-00946

THIS Information Technology Agreement ("Agreement") is made by and between the State of New Mexico, **Department of Public Safety**, hereinafter referred to as the "Procuring Agency" and Intelligent Imaging Systems, 4954-89 Street, Edmonton, Alberta, Canada, T6E5K1, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq*; and Procurement Code Regulations, NMAC 1.4.1 *et. seq*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the SOLE SOURCE and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

- A. **"Acceptance"** shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the Procuring Agency.
- B. **"Change Request"** shall mean the document utilized to request changes or revisions in the Scope of Work.
- C. **"Chief Information Officer ("CIO")"** shall mean the Secretary/CIO of the Department of Information Technology for the State of New Mexico or designated representative.
- D. **"Deliverable"** shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- E. **"DoIT"** shall mean the Department of Information Technology.
- F. **"DFA"** shall mean the Department of Finance and Administration; **"DFA/CRB"** shall mean the Department of Finance and Administration, Contracts Review Bureau.
- G. **"Escrow"** shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to be held by that party until the performance of a condition is accepted; in the event contractor fails to perform, the grantee agency receives the legal document, in this case, source code.
- H. **"Enhancement"** means any modification or addition that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an Error Correction. After conferring with Procuring Agency, an Enhancement may be identified as minor or major.

- I. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives.
- J. "Know How" shall mean all technical information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
- K. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
- L. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a project and the project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Agency.
- M. "Payment Invoice" shall mean a detailed, certified and written request for payment of services rendered from the Contractor to the Procuring Agency. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.
- N. "Performance Bond" shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.
- O. "Project" shall mean a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project approval is given by the Executive Level Representative and verified by the agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is Smart Roadside System Maintenance.
- P. "Project Manager" shall mean a qualified person from the Procuring Agency responsible for all aspects of the Project or the administration of this Agreement. Under the terms of this Agreement, the Project Manager shall be Major Ron Cordova or designated representative.
- Q. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
- R. "State Purchasing Agent (SPA)" - shall mean the State Purchasing Agent for the State of New Mexico or designated representative.
- S. "State Purchasing Division (SPD)"- shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.

ARTICLE 2 – SCOPE OF WORK

- A. Scope of Work. The Contractor shall perform the work as outlined in **Exhibit A**, attached hereto and incorporated herein by reference.
- B. Performance Measures. Contractor shall substantially perform the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results and the proposed timetable for

implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its rights pursuant to **Article 6**.

C. Schedule. The due dates, as set forth in Exhibit A, shall not be altered or waived by the Procuring Agency without prior written approval, through the Change Management process, as defined in **Article 14**.

D. License. Not Applicable

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A.

B. Payment. The total compensation under this Agreement shall not exceed one hundred ninety-nine thousand nine hundred eighty dollars (\$199,980.00), excluding New Mexico gross receipts tax. Payment shall be made monthly in the amount of sixteen thousand six hundred sixty five dollars (\$16,665.00).

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes.

The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable

E. Performance Bond. Not Applicable.

ARTICLE 4 – ACCEPTANCE

A. **Submission.** Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A.

B. **Acceptance.** In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been **Accepted**, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

- 1.) Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
- 2.) Complies with the terms and conditions of the Sole Source;
- 3.) Meets the performance measures for the Deliverable(s) and this Agreement;
- 4.) Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
- 5.) Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or designee, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) business days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

C. **Rejection.** Unless the Executive Level Representative gives notice of rejection within the fifteen (15) day business day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) business days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) business days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The Procuring Agency may seek any and all damages and

remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Agency may terminate this Agreement.

ARTICLE 5 - TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL ^{PC 7} ~~APPROVED BY THE DOIT, THE STATE PURCHASING AGENT, AND DPA/CRI.~~ ^{APPROVED BY THE DOIT, THE STATE PURCHASING AGENT, AND DPA/CRI.} This Agreement shall not begin before ^{October 4} ~~April 1, 2011~~ and shall terminate on ^{October 4} ~~March 31, 2012~~, unless terminated pursuant to Article 6.

ARTICLE 6 - TERMINATION

This Agreement may be terminated as follows:

- A. General. By the either Party upon written notice to be delivered to the other party not less than ten (10) business days prior to the intended date of termination.
- B. Appropriations. By the Procuring Agency, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency terminates this Agreement pursuant to this subsection, the Procuring Agency shall provide the Contractor written notice of such termination at least fifteen (15) business days prior to the effective date of the termination.
- C. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE PROCURING AGENCY AND THE STATE OF NEW MEXICO CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 - TERMINATION MANAGEMENT

- A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:
- 1.) Transfer, deliver, and/or make readily available to the Procuring Agency property in which the Procuring Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Procuring Agency;
 - 2.) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the Procuring Agency;
 - 3.) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agency may direct, for orderly completion and transition;

- 4.) Take such action as the Procuring Agency may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
- 5.) Agree that the Procuring Agency is not liable for any costs arising out of termination and that the Procuring Agency is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
- 6.) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agency programs;
- 7.) In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Agency's receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Agency the full amount of the reduction;
- 8.) Should this Agreement terminate due to the Contractor's default, the Contractor shall reimburse the Procuring Agency for all costs arising from hiring new contractor/subcontractors at potentially higher rates and for other costs incurred;
- 9.) In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall assist and cooperate with the Procuring Agency in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Agency or created by the Contractor under this Agreement, to the Procuring Agency, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Project Manager, the Contractor shall provide to the Procuring Agency a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Agency or created by the Contractor under this Agreement.

B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Procuring Agency shall 1) Retain ownership of all work products and documentation created pursuant to this Agreement; and 2) Pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the Procuring Agency, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) days after it

receives notice thereof, notify, by certified mail, the legal counsel of the Procuring Agency, the Risk Management Division of the New Mexico General Services Department, and the DoIT.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the Procuring Agency, as necessary, to satisfy any outstanding claim that the Procuring Agency may have against the Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

A. Ownership.

Contractor hereby acknowledges and grants to the Procuring Agency a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the Procuring Agency, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorneys fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Agency based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the Procuring Agency for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Agency shall:

- 1.) Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
- 2.) Work with the Contractor to control the defense and settlement of the claim, as allowed under the law; and
- 3.) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. Procuring Agency Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

- 1.) Provide the Procuring Agency the right to continue using the product or service and fully indemnify the Procuring Agency against all claims that may arise out of the Procuring Agency's use of the product or service;
- 2.) Replace or modify the product or service so that it becomes non-infringing; or

- 3.) Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.

ARTICLE 11 - WARRANTIES

A. **General.** The Contractor hereby expressly warrants the Deliverables as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverables and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

ARTICLE 12 – CONTRACTOR PERSONNEL

A. **Key Personnel.** Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Brian Heath
Fred Ko

B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

ARTICLE 13 – STATUS OF CONTRACTOR

A. **Independent Contractor.** The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State

of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Procuring Agency.

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

- 1) Deliverable requirements;
- 2) Compensation due under the terms of this Agreement; or
- 3) Due Date of any Deliverable, as outlined in Exhibit A.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria: 1) The Project Manager shall draft a written Change Request for Executive Level Representative review and approval to include: the name of the person requesting the change, a summary of the required change, the start date for the change, the reason and necessity for change, the urgency level for the change, the elements to be altered, the impact of the change, the staffing plan associated with the change, the impact on the schedule for implementing the change, the cost impact, the risk assessment and a recommended approach to the change, and 2) The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) working days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change requests, once approved, become a part of the contract and become binding as a part of the original contract.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

If Independent Validation and Verification ("IV&V") services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to: 1) Providing project documentation; 2) Allowing the IV&V vendor to sit in on project meetings; and 3) Supplying the IV&V vendor with any other material as directed by the Project Manager.

ARTICLE 16 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor's site or the Procuring Agency's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the Procuring Agency or for losses occasioned by the Procuring Agency's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the Procuring Agency or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 19 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

ARTICLE 20 – SUBCONTRACTING

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its

obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Procuring Agency.

ARTICLE 21 – RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 22 – CONFIDENTIALITY

Any confidential information provided to the contractor by the agency or, developed by the Contractor based on information provided by the agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such confidential information to the Procuring Agency will result in direct, special and incidental damages.

ARTICLE 23 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, CIO, SPA, and DFA. The Procuring Agency shall have the right to audit billings both before and after payment. Payment for services under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurennewmexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

ARTICLE 27 --- EMPLOYEE PAY EQUITY REPORTING

A. Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award

but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

C. Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

ARTICLE 28 - MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 29 - NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For PROCURING AGENCY
Major Ron Cordova
New Mexico Department of Public Safety
4491 Cerrillos Road
Santa Fe, NM 87507

For CONTRACTOR
Intelligent Imaging Systems
4954-89 Street
Edmonton, Alberta, Canada T6E5K1

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30- GENERAL PROVISIONS

A. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

B. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

C. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

D. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the Procuring Agency's main office is located. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits.

E. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

F. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

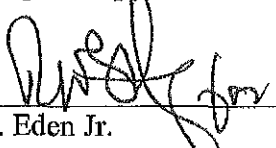
ARTICLE 32 - TIME

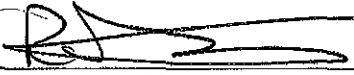
Calculation of Time. Any time period herein calculated by reference to "days" means calendar days; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

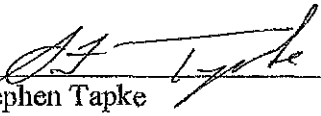
ARTICLE 33 - FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By:  Date: 9/27/11
Gorden E. Eden Jr.
Secretary of Department of Public Safety

By:  Date: August 31, 2011
Ron Sirtonski
Controller, Intelligent Imaging *Systems*

By:  Date: 9/27/11
Stephen Tapke
Deputy Chief Information Officer for Department of Public Safety

Approved for legal sufficiency:

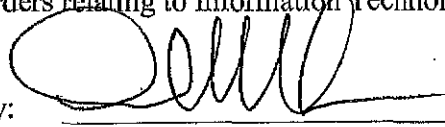
By:  Date: 9/27/2011
Rosemary P. McCourt
Deputy Chief Counsel, Department of Public Safety

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: 03136912000

By:  Date: 9/29/11
Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Laws 2007, Chapter 290 and any and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico:

By:  Date: 30 SEP 11
Darryl Ackley, Secretary Designee
Department of Information Technology

This Agreement has been approved by the SPA:

By:



Date:

10/5/11

Purchasing Agent for the State of New Mexico

EXHIBIT A – SCOPE OF WORK

- I. Performance Measures: The maintenance on the Motor Transportation Division (MTD) Smart Roadside systems that is used by the state to identify high risk carriers. The system is also utilized to identify carriers not in compliance with the NM Weight Distance Tax.
 - A. Goals. The smart roadside systems are used by MTD to identify high risk carriers utilizing the algorithm produced the Federal Motor Carrier Safety Administration. The State and DPS goal is the improvement of traffic safety in New Mexico by reducing traffic deaths and heavy vehicle crash rates.
 - B. Objectives. This maintenance Agreement allows the agency to maintain and use the smart roadside systems, which greatly increase the efficiency of the vehicle selection process for inspection.
 - C. Activities. Maintaining and supporting the hardware & software used by MTD for the smart roadside systems.

II. Scope of Work

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverables are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following Sections. Although only two Deliverables are listed below, they are in place for example purposes only. Agencies may identify as many Deliverables, with attendant Tasks and Subtasks, as needed to accomplish the project goals and objectives.

The scope of work will cover the following locations and equipment:

LOCATION	HARDWARE	SOFTWARE
Anthony <i>IIS SRIS (Ramp)</i>	➤ IIS SRIS IBM server ➤ IIS SRIS Workstation (monitor, keyboard & mouse) ➤ IIS SRIS ramp pole-mount electronics cabinet ➤ IIS OVC1 System ➤ IIS ALPR2 System ➤ IIS AUR3 System ➤ IIS SRIS sensor triggers ➤ IRD Single Threshold Kistler WIM4 System	IIS SRIS Station Software IRD WIM Control
San Jon <i>IIS SRIS (Ramp)</i>	➤ IIS SRIS IBM server ➤ IIS SRIS Workstation (monitor, keyboard & mouse) ➤ IIS SRIS ramp pole-mount electronics cabinet ➤ IIS OVC System ➤ IIS ALPR System ➤ IIS AUR System ➤ IIS SRIS sensor triggers	IIS SRIS Station Software
Gallup <i>IIS SRIS (Ramp)</i>	➤ IIS SRIS IBM server ➤ IIS SRIS Workstation (tablet PC, keyboard & mouse) ➤ IIS SRIS electronics cabinet ➤ IIS OVC System ➤ IIS ALPR System ➤ IIS AUR System ➤ IIS SRIS sensor triggers	IIS SRIS Station Software
IIS SRIS Mobile Trailer	➤ IIS SRIS IBM server ➤ IIS SRIS Workstation (tablet PC, keyboard & mouse) ➤ IIS SRIS electronics cabinet ➤ IIS OVC System ➤ IIS ALPR System ➤ IIS AUR System ➤ IIS SRIS sensor triggers ➤ IIS SRIS Trailer includes all communication equipment ➤ Onboard battery power	IIS SRIS Station Software
Santa Fe DPS Headquarters IIS SRIS Central Server	➤ IIS SRIS IBM Server	IIS SRIS Enterprise & Local Services

A. Deliverable Number 1 Maintenance on the Smart Roadside Inspection system

<u>Deliverable One</u>		<u>Due Date</u>	<u>Compensation</u>
Maintenance on the Hardware Support & Maintenance for MTP Smart Roadside Systems		April 1, 2011 through March 31, 2012.	Annual payment in 12 equal monthly installments of \$16,665.00 each, paid in arrears, excluding NM gross receipts tax
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>	
Maintenance Hardware Support	Sub 1	Contractor shall continuously monitor all sites hardware status and must be maintained in operational status. Must maintain system performance.	
	Sub 2	Contractor shall provide regularly scheduled site visit(s) to inspect and/or repair all IIS and third party roadside technology hardware.	
	Sub 3	Contractor must provide a quarterly Standard Performance report. Contractor shall include parts, labor, and expense detail associated with supporting the MTP Smart Roadside Systems in the quarterly report.	
	Sub 4	Contractor must provide all parts, labor and expenses.	

B. Deliverable Number 2 Software Support & Maintenance

Deliverable Two		Due Date	Compensation
Software Support for MTP Smart Roadside Systems		April 1, 2011 through March 31, 2012	\$0.00 INCLUDED WITH DELIVERABLE ONE ABOVE
Task Item	Sub Tasks	Description	
Software Support for MTP Smart Roadside Systems	Sub 1	Contractor shall continuously monitor all sites and central server software status and must maintain operational status and system performance. The Contractor shall notify the Agency immediately of any downtime, including scheduled or unscheduled outages. The Contractor shall subsequently notify the Agency of cause and expected time of restored functionality.	
	Sub 2	The contractor must troubleshoot and repair all IIS roadside technology software within 72 hours.	
	Sub 3	Contractor shall provide installation of any major and on-going updates for all IIS software. The Contractor shall notify Agency of pending installations at least one week in advance. Contractor shall subsequently notify Agency of installation completions. Any major configuration change which may affect functionality shall be logged and made available to Agency upon request and included in quarterly report.	
	Sub 4	Contractor shall provide SRIS interface configuration feature requests.	
	Sub 5	Contractor shall provide unlimited phone support for any IIS software issues through a toll free access to IIS service staff to address any questions on system operation.	
	Sub 6	Contractor shall provide ongoing annual refresher training services which would include ad-hoc remote training through on-line Webex services and/or scheduled onsite training as requested. Classroom training will include up to two days of refresher training, all necessary training materials and presentation aids.	
	Sub 7	Contractor shall provide all parts, labor & expenses.	