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. 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)
• Raton POE 125 SB MM 460 (Ramp)
• Raton POE 125 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. 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
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 may 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,

[Signature]

Steven Robert Allen
Director of Public Policy, ACLU-NM

AMERICAN CIVIL LIBERTIES UNION
OF NEW MEXICO

- 11486 -
Smart Roadside™
Automated Electronic Screening System

Revolutionizing the delivery of Highway Safety.
**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.

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Is this a high-risk carrier?

Toll Free 877.393.3939
Website intelligentimagingsystems.com
Smart Roadside Inspection System (SRIS)
Software User’s Guide
v2.0

June 2012
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# SRIS Software User's Guide

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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.
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2 Network Diagram

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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](image)

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

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.

---

*Figure 2: Internet Options Window in Internet Explorer Web Browser*

*Figure 3: Tabbed Browsing Settings Window*
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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
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.
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.

![User Login Screen](image)

*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.
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.

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.
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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.
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.

![Vehicle Queue Detail Screen](image)

*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.
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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.
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.
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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.)
8 Displaying Search Results

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

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.
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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 browser's 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.
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.
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.

![Dashboard Screen](image)

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,
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- 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
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.)
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:

1. 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.
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.

![Report Screen](image)

*Figure 15: Reports screen*

The screen is initially a blank display. It only has content once a report has been selected.
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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.
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 vehicle 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.
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- 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
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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 if 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.
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@intelligentimagingsystems.com.

18 Abbreviations and Terms

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<td>Automated License Plate Reader</td>
</tr>
<tr>
<td>CDL</td>
<td>Commercial Driver’s License</td>
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<tr>
<td>CMV</td>
<td>Commercial Motor Vehicle</td>
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<tr>
<td>.CSV</td>
<td>Comma Separated Value – a standard file format</td>
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<td>Database</td>
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<td>DOT</td>
<td>Department of Transport</td>
</tr>
<tr>
<td>hh:mm:ss</td>
<td>Hours, minutes, seconds</td>
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<tr>
<td>ID</td>
<td>Identification Number</td>
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<tr>
<td>IE</td>
<td>Internet Explorer</td>
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<tr>
<td>IIS</td>
<td>Intelligent Imaging Systems</td>
</tr>
<tr>
<td>IP</td>
<td>Internet Protocol – a standard internet transmission protocol</td>
</tr>
<tr>
<td>SRIS</td>
<td>Smart Roadside Inspection System</td>
</tr>
<tr>
<td>YYYY-MM-DD</td>
<td>Year, month, day</td>
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<td>Vehicle Identification Number</td>
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Smart Roadside Inspection System (SRIS) Software
System Administrator's Guide
v2.0

June 2012
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SRIS Software System Administrator's Guide

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Intelligent Imaging Systems, Inc.

v2.0
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.
2 Network Diagram
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.
4. Deselect the **Enable Tabbed Browsing** checkbox to disable tabbed browsing.

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.
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
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.
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.
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.

![Vehicle Live Summary Screen]

**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.
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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.
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.

---

![Vehicle Queue Detail Screen](image)

*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.
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 make 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.
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.
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,

<table>
<thead>
<tr>
<th>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.</th>
</tr>
</thead>
</table>

- **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,
7.5 Has Alerts?
This section allows you to specify any alert criteria for the search.

- **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.

- **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.)
8 Displaying Search Results

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

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.
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 browser's 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.

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.
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 the 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 may 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.
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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 Viewig 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.

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,
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- 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
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.)
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:

1. 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.
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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](image)

The screen is initially a blank display. It only has content once a report has been selected.
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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 of 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.
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 vehicle 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.
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- 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
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.)
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,
• **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**
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,
• 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,
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.

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 10.10.100.49 or station1.state.local,
- **DB reply port**: enter the database reply port,
- **Central server?**: check the box if the station is a Central Server,
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- 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.

- 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).
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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.

![Database Settings Screen](Image)

*Figure 22: Database Settings Screen*
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,
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- **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.
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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.

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.
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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 IP 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.)
2. 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,
set this value to zero to have the equipment always trigger,

- **Triggering Equipment**: 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,
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- 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.)
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.)
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:
  - the hexadecimal value of the color, i.e. FFFFFF for white,
  - or
  - 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,
21.4 Add Alert

To add an alert:

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

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.
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.

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.
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.
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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.

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,
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- 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.
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@intelligentimagingsystems.com.

Abbreviations and Terms

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<td>CMV</td>
<td>Commercial Motor Vehicle</td>
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<td>Comma Separated Value -- a standard file format</td>
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<td>Identification Number</td>
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<td>Internet Explorer</td>
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<td>Intelligent Imaging Systems</td>
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<td>Internet Protocol – a standard internet transmission protocol</td>
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## Quality Information and Revisions

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Intelligent Imaging Systems, Inc.

v2.0

- 11581 -
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@intelligentimagingstems.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.
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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

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<th>Purchase Order</th>
<th>Date</th>
<th>Revision</th>
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<td>Pay Now</td>
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| Vendor: 0000075921 INTELLIGENT IMAGING SYSTEMS 4518-101 STREET EDMONTON AB T6E 5G9 Canada |
| Ship To: 4491 Cerrillos Road Santa Fe NM 87507 United States |
| Bill To: P.O. Box 1628 Santa Fe NM 87504 United States |

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<tr>
<td>Item Total</td>
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<td>Total PO Amount</td>
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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 regulations. 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

- 11588 -
1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendor's 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 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 WARARANTY: 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 Vendor's name, user 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 Vendor 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 schedules. 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 proposed submission to the State Purchasing Agent.


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 users 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

**CHANGE ORDER**  
**Dispatch via Print**

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**Payment Terms**  
**Freight Terms**  
**Ship Via**  
**Pay Now**  
**POD Destination**  
**Best Way**  
**Buyer**  
KARAN HARIING

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

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

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

**Agency Approval:** I certify that the proposed purchases represented by this document is authorized by and in accordance with all State and/or Federal legislation rules and regulations. 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.

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**Schedule Total**  
149,985.00

| Item Total | 149,985.00 |

**Total PO Amount**  
149,985.00

**Authorized Signature**  
[Signature]

- 11590 -
1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendor's 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 Vendor's 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 WARRANTIES: 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 State's purchase document number and the Vendor's 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 Vendor's 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 limited 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 schedule. 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 neither directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.


14. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-196 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
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. 16-19D-00-0044b

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 APPROVED BY THE DOT, THE STATE PURCHASING AGENT, AND DEPARTMENT. This Agreement shall not begin before April 1, 2011 and shall terminate on 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 PROCUREMENT 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://insurenewmexico.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: Gorden E. Eden Jr. Date: 9/27/11
Secretary of Department of Public Safety

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

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

Approved for legal sufficiency:

By: Rosemary P. McCourt Date: 9/27/2011
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: Darryl Ackley, Secretary Designee
Department of Information Technology

Date: 30 SEP 11
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 subtasks 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:

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

Page 19 of 21  
Version 06.28.10
A. **Deliverable Number 1: Maintenance on the Smart Roadside Inspection system**

<table>
<thead>
<tr>
<th>Deliverable One</th>
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<th>Compensation</th>
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<tr>
<th>Task</th>
<th>Sub Tasks</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Maintenance Hardware Support</td>
<td>Sub 1</td>
<td>Contractor shall continuously monitor all site hardware status and must be maintained in operational status. Must maintain system performance.</td>
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<tr>
<td></td>
<td>Sub 2</td>
<td>Contractor shall provide regularly scheduled site visit(s) to inspect and/or repair all IIS and third party roadside technology hardware.</td>
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<td>Sub 3</td>
<td>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.</td>
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<td>Sub 4</td>
<td>Contractor must provide all parts, labor and expenses.</td>
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### B. Deliverable Number 2 Software Support & Maintenance

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<tr>
<td>Software Support for MTP Smart Roadside Systems</td>
<td>Sub 1</td>
<td>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.</td>
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<td>Sub 2</td>
<td>The contractor must troubleshoot and repair all IIS roadside technology software within 72 hours.</td>
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<td>Sub 3</td>
<td>Contractor shall provide installation of any major and ongoing updates for all IIS software. The Contractor shall notify the Agency of pending installations at least one week in advance. The Contractor shall subsequently notify the Agency of installation completions. Any major configuration change which may affect functionality shall be logged and made available to the Agency upon request and included in quarterly report.</td>
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<tr>
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<td>Sub 4</td>
<td>Contractor shall provide SRIS interface configuration feature requests.</td>
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<td>Sub 5</td>
<td>Contractor shall provide unlimited phone support for any IIS software issues through a toll-free access to the IIS service staff to address any questions on system operation.</td>
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<tr>
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<td>Sub 6</td>
<td>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.</td>
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<tr>
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<td>Sub 7</td>
<td>Contractor shall provide all parts, labor &amp; expenses.</td>
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## State of New Mexico Purchase Order

**PO Number to be on all Invoices and Correspondence**

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### Payment Terms
- **Vendor:** 0000075921
- **Buyer:** Department of Public Safety
- **Project:** Gallup
- **Ship To:** 4491 Cerrillos Road, Santa Fe NM 87507, United States

### Freight Terms
- **Freight Terms:** Best Way

### ShipVia
- **Ship Via:** Print

### Purchase Order Date
- **PO Date:** 02/20/2009

### BillTo
- **Bill To:** P.O. Box 1628, Santa Fe NM 87504, United States

### Vendor Information
- **Vendor:** INTELLIGENT IMAGING SYSTEMS
- **Address:** 300-1275 W 6TH AVENUE, VANCOUVER BC V6H 1A5, Canada
- **Phone:** 4491

### Contact Information
- **Contact:** See Detail Below
- **Vendor:** 0000075921

### Shipping Address
- **Ship To:** 1060100000 4491 Cerrillos Road, Santa Fe NM 87507, United States

### Contract Information
- **Contract ID:** 09-790-5000-0012
- **Contract Line:** 0

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## State of New Mexico Purchase Order

**PO Number to be on all Invoices and Correspondence**

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**Vendor: 0000075921**

**INTELLIGENT IMAGING SYSTEMS**

**303-1275 W 6TH AVENUE**

**VANCOUVER BC V8H 1A8**

**Canada**

**Origin: ENC Exc! Excl #:**

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**Total PO Amount**

|            | 531,825.00 |
### State of New Mexico Purchase Order

**PO Number to be on all Invoices and Correspondence**

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**Payment Terms**

- Pay Now

**Freight Terms**

- FOB Destination

**Ship Via**

- Best Way

**Vendor:**

- 0000075921

- INTELLIGENT IMAGING SYSTEMS

- 303-1276 W 6TH AVENUE

- VANCOUVER BC V6H 1A6

- Canada

**Department of Public Safety**

- 4491 Cerrillos Road

- Santa Fe NM 87507

- United States

**Bill To:**

- P.O. Box 1628

- Santa Fe NM 87504

- United States

**Ship To:**

- 4491 Cerrillos Road

- Santa Fe NM 87507

- United States

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- 489,032.00
State of New Mexico
Purchase Order

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

Vendor: 0000075921
INTELLIGENT IMAGING SYSTEMS
4518-101 STREET
EDMONTON AB T6E 6C9
Canada

Origin: SOL Excl Excl
Line-Sch Item/Description Mfg ID Quantity UOM PO Price Extended Amount Due Date

- 1 - Deliver 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

79000-12802-80200000-552500-30- -DPSITNM601MTD- -111-00000 Schedule Total 15,000.00

Contract ID: 09-790-5000-0012 Contract Line: 0 Release: 34 Item Total 15,000.00

- 2 - Deliver 8: Conduct site visit to evaluate deployment strategy at site North of San Jon Westbound POE. Per contract 09-790-5000-0012, Amendment 2

79000-12804-80200000-552500-21- -DPSMMD16TRD3- -111-00000 Schedule Total 15,000.00

Contract ID: 09-790-5000-0012 Contract Line: 0 Release: 35 Item Total 15,000.00

- 3 - Deliver 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

79000-12804-80200000-552500-21- -DPSMMD16TRD3- -111-00000 Schedule Total 30,000.00

Contract ID: 09-790-5000-0012 Contract Line: 0 Release: 36 Item Total 30,000.00

- 4 - Deliver 10: SRIS Hardware and Software installation to include WIM at sites North of San Jon on SR392 Westbound Virtual. Per contract 09-790-5000-0012, Amendment 2

79000-12802-80200000-552500-30- -DPSITNM601MTD- -111-00000 Schedule Total 244,200.00

Contract ID: 09-790-5000-0012 Contract Line: 0 Release: 37 Item Total 244,200.00
State of New Mexico
Purchase Order

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| Department of Public Safety
4491 Cerillos Road
Santa Fe NM 87507
United States |
| Bill To: P.O. Box 1028
Santa Fe NM 87504
United States |

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State of New Mexico
Purchase Order

PO Number to be on all Invoices and Correspondence

Dispatch via Print

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Vendor: 0000075921  
INTELLIGENT IMAGING SYSTEMS  
461 B-101 STREET  
EDMONTON AB T6E 6G9  
Canada

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

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

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Authorized Signature

Agency Approval: I certify that the proposed purchase represented by this document is authorized by the appropriate legislative or executive body in accordance with all State and/or Federal legislative, fiscal and regulatory requirements. I further certify that the proposed purchase is not inconsistent with any applicable law or budget limitation. Any purchase of a service or good must be approved by the appropriate legislative or executive body and/or the OMA. This purchase is subject to the terms and conditions of the State of New Mexico Contract 09-790-5000-0012, Amendment 5, SPD 90-790-00880-12, as may be amended from time to time.

- 11620 -
State of New Mexico  
Purchase Order  
PO Number to be on all Invoices and Correspondence  

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Agency Approval: I certify that the proposed purchase represented by this document is authorized by and in accordance with all State and applicable Federal regulations and operations. Further certify that adequate cash is available to satisfy purchase and all other outstanding purchase commitments and invoices paid.

Authorized Signature: [Signature]

- 11621 -
Smart Roadside™
Automated Electronic Screening System

Revolutionizing the delivery of Highway Safety.
August 2, 2011

Major Ron Cordova
New Mexico Department of Public Safety (NM DPS)
Motor Transportation Police Division (MTPD)
1100 S. St. Frands 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
SRIS – Project Description

SRIS Site: Gallup Westbound Virtual

- SRIS System
  - ALPR – Integrated P382 ALPR with customized OCR and accessories
  - AUR – USDOT Reader and accessories.
  - OVC – Overview Camera and accessories.
  - Poles, conduit, cabling and roadside cabinets
  - SRIS system equipment & cabinet workstation which includes outside enclosure, PC, UPS, monitor, keyboard, mouse.
  - Wireless communication equipment
  - SRIS local user interface
  - SRIS enterprise interface
- Civil & construction
- Design, Engineering, PM Services
- Installation
- Commissioning & Training
- Mobilization

Sub-Total $328,774
Gross Receipts Tax $16,439

TOTAL Gallup Westbound Virtual Site $345,213

SRIS Site: Anthony Eastbound Virtual

- SRIS System
  - ALPR – Integrated P382 ALPR with customized OCR and accessories
  - AUR – USDOT Reader and accessories.
  - OVC – Overview Camera and accessories.
  - Poles, conduit, cabling and roadside cabinets
  - SRIS system equipment & cabinet workstation which includes outside enclosure, PC, UPS, monitor, keyboard, mouse.
  - Wireless communication equipment
  - SRIS local user interface
  - SRIS enterprise interface
- Civil & construction
- Design, Engineering, PM Services
- Installation
- Commissioning & Training
- Mobilization

Sub-Total $328,774
Gross Receipts Tax $16,439

TOTAL Anthony Eastbound Virtual Site $345,213
SRIS Site: Lordsburg Westbound Virtual

- SRIS System
  - ALPR – Integrated P382 ALPR with customized OCR and accessories
  - AUR – USDOT Reader and accessories.
  - OVC – Overview Camera and accessories.
  - Poles, conduit, cabling and roadside cabinets.
  - SRIS system equipment & cabinet workstation which includes outside enclosure, PC, UPS, monitor, keyboard, mouse.
  - Wireless communication equipment
  - SRIS local user interface
  - SRIS enterprise interface
- Civil & construction 62,035
- Design, Engineering, PM Services 15,800
- Installation 16,546
- Commissioning & Training 10,000
- Mobilization 10,512

Sub - Total $328,774

Gross Receipts Tax $16,439

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:
SRIS Van + ALPR

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<td>SRIS Enterprise Software Module license</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Broadband Wireless communication</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Onboard power management system</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ergonomic and climate-controlled workstation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering, Design &amp; Installation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One-site training</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freight</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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
October 29, 2007

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

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.
• **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.
Costs (Budgetary Pricing)

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

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

Sincerely,

Brian Heath
Intelligent Imaging Systems Inc.
<table>
<thead>
<tr>
<th>Line-Sch</th>
<th>Item/Description</th>
<th>Mfg ID</th>
<th>Quantity</th>
<th>UOM</th>
<th>PO Price</th>
<th>Extended Amt</th>
<th>Due Date</th>
<th>Schedule Total</th>
<th>Item Total</th>
<th>Total PO Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- 1</td>
<td>Automated License Plate Recognition System for rear plates</td>
<td>33300-99400-3028000000-548400- - - -109-80000</td>
<td>1.00EA</td>
<td>39,192.00</td>
<td>39,192.00</td>
<td>04/08/2009</td>
<td>39,192.00</td>
<td>39,192.00</td>
<td>39,192.00</td>
<td>217,579.00</td>
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</tr>
<tr>
<td>2- 1</td>
<td>Purchase of IIS System Mobile SRIS on a trailer platform Commissioning and Training</td>
<td>33300-99400-3028000000-548400- - - -109-80000</td>
<td>1.00EA</td>
<td>178,387.00</td>
<td>178,387.00</td>
<td>04/08/2009</td>
<td>178,387.00</td>
<td>178,387.00</td>
<td>178,387.00</td>
<td>217,579.00</td>
</tr>
</tbody>
</table>

Agency Approval: I hereby 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. 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

- 11630 -
Smart Roadside™

Automated Electronic Screening System

Revolutionizing the delivery of Highway Safety.
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:
• 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 MTPDs automated screening systems.
• Reduce the ongoing cost of MTPDs 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 non 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:

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

<table>
<thead>
<tr>
<th>Technology Site</th>
<th>Hardware</th>
<th>Software</th>
</tr>
</thead>
</table>
| Anthony IIS SRIS (Ramp) | - 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 IIS SRIS (Ramp) | - 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 IIS SRIS (Ramp) | - IIS SRIS IBM server  
- EIM Automated Thermal Inspection System (TIS) camera & electronics | - IIS SRIS Station Software  
- EIM Service |
| Mobile #1 IIS SRIS Trailer (Mobile) | - 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
**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
Is this a high-risk truck?
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.
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
### Project Deliverables

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

\(^1\)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.

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**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**

<table>
<thead>
<tr>
<th>Service</th>
<th>Included in above pricing</th>
<th>Add</th>
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</thead>
<tbody>
<tr>
<td>Single Threshold Kistler WIM + iSINC</td>
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<tr>
<td>Double Threshold Kistler WIM + iSINC</td>
<td>$19,286</td>
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</tr>
<tr>
<td>Single Threshold Bending Plate WIM + iSINC</td>
<td>$4,225</td>
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<tr>
<td>Double Threshold Bending Plate WIM + iSINC</td>
<td>$22,939</td>
<td></td>
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</tbody>
</table>
INTRA-GOVERNMENTAL SERVICES AGREEMENT

Between the

NEW MEXICO TAXATION and REVENUE DEPARTMENT

and the

DEPARTMENT OF PUBLIC SAFETY

AMENDMENT #1

THIS AMENDMENT 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: [Signature] Demesia Padilla, CPA, Cabinet Secretary
Date: 4/3/12

Approved for Legal Form and Sufficiency

By: [Signature] Nelson Goodin, TRD Chief Counsel
Date: 1/3/2012

By: [Signature] David L. Robbins, TRD CFO
Date: 1/3/2012

DEPARTMENT OF PUBLIC SAFETY

By: [Signature] Golden E. Eden, Cabinet Secretary
Date: 12/22/11

Approved for Legal Form and Sufficiency

By: [Signature] 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

DEPARTMENT OF PUBLIC SAFETY

By: John Denko, Cabinet Secretary

Date: 10/20/10

Approved for Legal Form and Sufficiency

By: 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 fillers 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 those 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 intrastate 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, Cabinet Secretary Designate

Approved for Legal Form and Sufficiency

By: Carolyn Wolf, Chief Counsel

DEPARTMENT OF PUBLIC SAFETY

By: John Denko, Cabinet Secretary

Approved for Legal Form and Sufficiency

By: General Counsel

Agreement TRD/DPS FY09

Page 3 of 3 Pages
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.
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.
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 ccloseout 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://insurenewmexico.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 understandings 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 who 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: 2/18/09
Dr. Stephen Easley
Chief Information Officer, Department of Public Safety

Approved for legal sufficiency:

By: ___________________________ Date: 2/19/09
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

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This Agreement has been approved by the SPA:

By: [Signature]  Date: 2/9/09

Purchasing Agent for the State of New Mexico

This Agreement has been approved by the DFA Contracts Review Bureau:

By: [Signature]  Date: 2/9/09

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 subtasks 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

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Site Visits to the Anthony &amp; Gallup POE</td>
<td>Sub 1 Visit the Gallup POE</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>Sub 2 Visit the Anthony POE</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>Sub 3</td>
<td>Purchase Escrow Services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deliverable One</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Site Visits to evaluate deployment strategy</td>
<td>03/01/09 or 30 days after contract effective date, whichever is later</td>
<td>$28,189.35 including NMGRT</td>
</tr>
</tbody>
</table>
B. Deliverable Number 2

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Hardware and Software at the Gallup POE</td>
<td>Sub 1</td>
<td>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.</td>
</tr>
<tr>
<td>Design and Engineering</td>
<td>Sub 1a</td>
<td>Contractor shall complete the Design and Engineering required to install SRIS at Gallup POE.</td>
</tr>
<tr>
<td>SRIS Standard Sensor Interface Software</td>
<td>Sub 1b</td>
<td>Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at Gallup POE.</td>
</tr>
<tr>
<td>Installation</td>
<td>Sub 1c</td>
<td>Contractor shall install all necessary hardware and software SRIS components at Gallup POE.</td>
</tr>
<tr>
<td>Field Testing</td>
<td>Sub 1d</td>
<td>Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Gallup POE.</td>
</tr>
<tr>
<td>Commissioning</td>
<td>Sub 1e</td>
<td>Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS.</td>
</tr>
</tbody>
</table>
C. **Deliverable Number 3**

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Hardware and Software at the Anthony POE</td>
<td>Sub 1 Installation of the SRIS Hardware and Sensor Software</td>
<td>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.</td>
</tr>
<tr>
<td>Design and Engineering</td>
<td>Sub 1a</td>
<td>Contractor shall complete the Design and Engineering required to install SRIS at Anthony POE.</td>
</tr>
<tr>
<td>SRIS Standard Sensor Interface Software</td>
<td>Sub 1b</td>
<td>Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at Anthony POE.</td>
</tr>
<tr>
<td>Installation</td>
<td>Sub 1c</td>
<td>Contractor shall install all necessary hardware and software SRIS components at Anthony POE.</td>
</tr>
<tr>
<td>Field Testing</td>
<td>Sub 1d</td>
<td>Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Anthony POE.</td>
</tr>
<tr>
<td>Commissioning</td>
<td>Sub 1e</td>
<td>Contractor shall commission local SRIS installation and complete a 48 hour operational acceptance period for review by DPS.</td>
</tr>
</tbody>
</table>
D. Deliverable Number 4

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Install Central Server, Enterprise Software, SRIS Compliance Software</strong></td>
<td>Sub 1</td>
<td>The Contractor shall install complete SRIS Enterprise Software System at MTD headquarters, the Anthony POE and the Gallup POE that includes the following components:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. SRIS Central Server (at MTD headquarters), including</td>
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<td></td>
<td></td>
<td>a. SRIS Enterprise Administrative Web Service</td>
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<tr>
<td></td>
<td></td>
<td>b. SRIS Central Server Data Repository Service</td>
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<tr>
<td></td>
<td></td>
<td>c. SRIS Central Server Remote Database Query Service</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. SRIS Compliance Software (at Anthony &amp; Gallup), including</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a. SRIS Inspection and Alert Web Service</td>
</tr>
<tr>
<td><strong>Software Customization and Database Integration</strong></td>
<td>Sub 2</td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Non-filers of the Weight Distance Tax</td>
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<tr>
<td></td>
<td></td>
<td>2. Zero-filers of the Weight Distance Tax</td>
</tr>
<tr>
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<td></td>
<td>3. Carriers that have been suspended in the Weight Distance Tax System (EFILE)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alerts will provide the current year of Tax ID Permit, and will identify active and inactive carriers and vehicles</td>
</tr>
<tr>
<td></td>
<td></td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Carrier has a high SAFESTAT rating set by the Department</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Carriers that have been placed out of service by FMCSA.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Carriers that have a high Inspection Selection System (ISS) rating from FMCSA set forth by the Department</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Contractor shall ensure proper interfaces with the system requirements.</td>
</tr>
<tr>
<td><strong>System testing &amp; commissioning</strong></td>
<td>Sub 3</td>
<td>The SRIS Enterprise Software (incl. Gallup &amp; Anthony POE Compliance Software) must be able to demonstrate complete system-wide functionality over a 14 day acceptance period by DPS.</td>
</tr>
<tr>
<td><strong>Conduct training</strong></td>
<td>Sub 4</td>
<td>Contractor will provide onsite operational and administrative training to DPS throughout the installation and 14 day acceptance period.</td>
</tr>
</tbody>
</table>
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 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

<table>
<thead>
<tr>
<th>Deliverable Five</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Site Visits to evaluate deployment strategy</td>
<td>09/15/09 or 30 days after contract amendment effective date, whichever is later</td>
<td>$15,000.00 including NMGRT</td>
</tr>
</tbody>
</table>

### 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

<table>
<thead>
<tr>
<th>Deliverable Six</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>SRIS Hardware and Software Installation to include WIN in San Jon</td>
<td>December 31, 2009</td>
<td>$474,032 including NM Gross Receipts Tax</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Hardware and Software at the San Jon POE</td>
<td>Sub 1</td>
<td>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.</td>
</tr>
<tr>
<td>Design and Engineering</td>
<td>Sub 1a</td>
<td>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.</td>
</tr>
<tr>
<td>SRIS Standard Sensor Interface Software</td>
<td>Sub 1b</td>
<td>Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at San Jon POE.</td>
</tr>
<tr>
<td>Installation</td>
<td>Sub 1c</td>
<td>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.</td>
</tr>
<tr>
<td>Field Testing</td>
<td>Sub 1d</td>
<td>Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at San Jon POE.</td>
</tr>
<tr>
<td>Commissioning</td>
<td>Sub 1e</td>
<td>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.</td>
</tr>
</tbody>
</table>
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: Date: 10/6/09

Mr. John Denko, DPS Cabinet Secretary

By: Date: 8/27/09

Mr. Brian Heath, President
Intelligent Imaging Systems

By: Date: 8/7/09

Dr. Stephen Basley
DPS Chief Information Officer

By: Date: 8/27/09

DPS Legal Counsel
(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: 931-36912000

By: Date: 10/6/09

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: Date: 10-9-09

Marlin Macker, Secretary
Department of Information Technology

This Agreement has been approved by the DFA Contracts Review Bureau:

By: Date:

DFA Contracts Review Bureau
This Agreement has been approved by the SPA:

By: [Signature]  
Date: 11/6/09

Purchasing Agent for the State of New Mexico
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 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

<table>
<thead>
<tr>
<th>Deliverable Seven</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
</table>
| Conduct Site Visits to evaluate deployment strategy | 10/31/10 | $15,000.00 including
|                  |          | NMMRT       |

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Site Visits to</td>
<td>Visit the Virtual</td>
<td>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.</td>
</tr>
<tr>
<td>the Virtual Site on SR 392 WB</td>
<td>Inspection site</td>
<td></td>
</tr>
</tbody>
</table>
### F. Deliverable Number 8

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Site Visits to the Virtual Site (San Jon Eastbound)</td>
<td>Sub 1 Visit the Virtual Inspection site</td>
<td>Conduct site visit at the remote inspection site directly across the Interstate from the San Jon Westbound DOG 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.</td>
</tr>
</tbody>
</table>
H. Deliverable Number 10

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Hardware and Software on SR 392 WB</td>
<td>Sub 1 Installation of the SRIS Hardware and Sensor Software</td>
<td>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.</td>
</tr>
<tr>
<td>Design and Engineering</td>
<td>Sub 1a</td>
<td>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.</td>
</tr>
<tr>
<td>SRIS Standard Sensor Interface Software</td>
<td>Sub 1b</td>
<td>Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at remote inspection site location.</td>
</tr>
<tr>
<td>Installation</td>
<td>Sub 1c</td>
<td>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.</td>
</tr>
<tr>
<td>Field Testing</td>
<td>Sub 1d</td>
<td>Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at remote inspection site location.</td>
</tr>
<tr>
<td>Commissioning</td>
<td>Sub 1e</td>
<td>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.</td>
</tr>
</tbody>
</table>
I. Deliverable Number 11

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Hardware and Software on</td>
<td>Sub 1</td>
<td>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.</td>
</tr>
<tr>
<td>San Jon EB Virtual</td>
<td>Install</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Software</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of the SRIS Hardware and Sensor Software</td>
<td></td>
</tr>
<tr>
<td>Design and Engineering</td>
<td>Sub 1a</td>
<td>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.</td>
</tr>
<tr>
<td>SRIS Standard Sensor Interface</td>
<td>Sub 1b</td>
<td>Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at remote inspection site location.</td>
</tr>
<tr>
<td>Software</td>
<td>Installation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub 1c</td>
<td>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 2010400082.</td>
</tr>
<tr>
<td>Field Testing</td>
<td>Sub 1d</td>
<td>Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at remote inspection site location.</td>
</tr>
<tr>
<td>Commissioning</td>
<td>Sub 1e</td>
<td>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.</td>
</tr>
</tbody>
</table>
K. **Deliverable Number 13**

<table>
<thead>
<tr>
<th>Deliverable Thirteen</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SRIS Hardware and Software Installation at Raton Virtual</strong></td>
<td>2/10/11</td>
<td>$309,213.75 including NM Gross Receipts Tax</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Hardware and Software at Raton Virtual</td>
<td>Sub 1 Installation of the SRIS Hardware and Sensor Software</td>
<td>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.</td>
</tr>
<tr>
<td>Design and Engineering</td>
<td>Sub 1a</td>
<td>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.</td>
</tr>
<tr>
<td>SRIS Standard Sensor Interface Software</td>
<td>Sub 1b</td>
<td>Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at the Raton Virtual site.</td>
</tr>
<tr>
<td>Installation</td>
<td>Sub 1c</td>
<td>Contractor shall install all necessary hardware and software SRIS components at Raton virtual site. All hardware and software are included in Quote Number 3010400R2.</td>
</tr>
<tr>
<td>Field Testing</td>
<td>Sub 1d</td>
<td>Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Raton virtual site location.</td>
</tr>
<tr>
<td>Commissioning</td>
<td>Sub 1e</td>
<td>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.</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the required approval authorities below.

By: Mr. John Denko or designee
    DPS Cabinet Secretary
    Date: 9/17/10

By: Mr. Brian Heath, President
    Intelligent Imaging Systems
    Date: September 14, 2010

By: Stephen Tapke
    DPS Deputy Chief Information Officer
    Date: 9/13/10

By: Germaine R. Chappelle
    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: 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: Marlin Mackey, Secretary
    Department of Information Technology
    Date: 9-27-10

This Agreement has been approved by the SPA:

By: 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: DFA Contracts Review Bureau
    Date: ————
Awarded Vendor
0000075921
Intelligent Imaging Systems
4954 89th Street
Edmonton, Alberta, Canada T6E 5K1
Telephone No.: _____

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) 827-4302

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

New Mexico State Purchasing Agent

Date: 01/12/11
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."
<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Site</td>
<td>Sub 1</td>
<td>Conduct site visit at the future remote inspection site north of San Jen 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.</td>
</tr>
<tr>
<td>Deliverable Eight</td>
<td>Original Due Date</td>
<td>Revised Due Date</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Conduct Site Visits to evaluate deployment strategy</td>
<td>10/31/10</td>
<td>45 days after execution of contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Subtasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Site Visits to the Virtual Site (San Jon Eastbound)</td>
<td>Sub 1 Visit the Virtual Site inspection Site</td>
<td>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.</td>
</tr>
</tbody>
</table>
**Deliverable Nine**

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Original Due Date</th>
<th>Revised Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Site Visits to evaluate deployment strategy</td>
<td>10/31/10</td>
<td>45 days after execution of contract</td>
<td>$30,000.00 including NGRT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Site Visit</td>
<td>Sub 1</td>
<td>Conduct site visit at the Raton POR 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 POR. 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.</td>
</tr>
<tr>
<td>Visits to the Raton POR and Virtual sites directly across highway from POR</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SRIS Hardware and Software Installation to include WIM in SR 392 WB Virtual

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Hardware and Software on SR 392 WB</td>
<td>Sub 1: Installation of the SRIS Hardware and Sensor Software</td>
<td>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.</td>
</tr>
<tr>
<td>Design and Engineering</td>
<td>Sub 1a</td>
<td>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.</td>
</tr>
<tr>
<td>SRIS Standard Sensor Interface Software</td>
<td>Sub 1b</td>
<td>Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at remote inspection site location.</td>
</tr>
<tr>
<td>Installation</td>
<td>Sub 1c</td>
<td>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.</td>
</tr>
<tr>
<td>Field Testing</td>
<td>Sub 1d</td>
<td>Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at remote inspection site location.</td>
</tr>
<tr>
<td>Commissioning</td>
<td>Sub 1e</td>
<td>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.</td>
</tr>
<tr>
<td>Task Item</td>
<td>Sub Tasks</td>
<td>Description</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>----------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Install Hardware and Software on San Jon EB Virtual</td>
<td>Sub 1</td>
<td>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.</td>
</tr>
<tr>
<td>Design and Engineering</td>
<td>Sub 1a</td>
<td>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.</td>
</tr>
<tr>
<td>SRIS Standard Sensor Interface Software</td>
<td>Sub 1b</td>
<td>Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at remote inspection site location.</td>
</tr>
<tr>
<td>Installation</td>
<td>Sub 1c</td>
<td>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.</td>
</tr>
<tr>
<td>Field Testing</td>
<td>Sub 1d</td>
<td>Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at remote inspection site location.</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Deliverable Twelve</th>
<th>Original Date</th>
<th>Revised Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>SRIS Hardware and Software Installation at Raton POE</td>
<td>2/18/11</td>
<td>6/30/11</td>
<td>$304,782.75 including NM Gross Receipts Tax</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Hardware and Software</td>
<td>Sub 1 Installation of the SRIS Hardware and Sensor Software</td>
<td>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.</td>
</tr>
<tr>
<td>Design and Engineering</td>
<td>Sub 1a</td>
<td>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.</td>
</tr>
<tr>
<td>SRIS Standard Sensor Interface Software</td>
<td>Sub 1b</td>
<td>Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at the Raton POE scale house location.</td>
</tr>
<tr>
<td>Installation</td>
<td>Sub 1c</td>
<td>Contractor shall install all necessary hardware and software SRIS components at Raton POE site. All hardware and software are included in Quote Number 2010400R2.</td>
</tr>
<tr>
<td>Field Testing</td>
<td>Sub 1d</td>
<td>Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Raton POE site location.</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Hardware and Software at Raton Virtual</td>
<td>Sub 1 Installation of the SRIS Hardware and Sensor Software</td>
<td>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.</td>
</tr>
<tr>
<td>Design and Engineering</td>
<td>Sub 1a</td>
<td>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.</td>
</tr>
<tr>
<td>SRIS Standard Sensor Interface Software</td>
<td>Sub 1b</td>
<td>Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at the Raton Virtual site.</td>
</tr>
<tr>
<td>Installation</td>
<td>Sub 1c</td>
<td>Contractor shall install all necessary hardware and software SRIS components at Raton virtual site. All hardware and software are included in Quote Number 2010400R2.</td>
</tr>
<tr>
<td>Field Testing Sub 1d</td>
<td>Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Raton virtual site location.</td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Commissioning Sub 1e</td>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

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: [Signature]
Gorden E. Eden, Jr.
Cabinet Secretary or designee

Date: 03/18/11

By: [Signature]
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: [Signature]
Rosemary P. McCourt
Deputy Chief Counsel or designee

Date: 3/16/11

INTELLIGENT IMAGING SYSTEMS

By: [Signature]
Brian Heath
President or designee

Date: 3/21/11

Ron Sirenskii
Controller

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: 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: 

Date: 

Cabinet Secretary or designee
Department of Information Technology

This Agreement has been approved by the SPA:

By: 

Date: 3/28/2011

Purchasing Agent for the State of New Mexico or designee
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

<table>
<thead>
<tr>
<th>Deliverable Fourteen</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Site visits to evaluate deployment strategy</td>
<td>30 days after contract effective date</td>
<td>$15,000.00 including NMGRT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Site Visits to the Gallup Westbound site.</td>
<td>Sub 1 Visit the Gallup WB site</td>
<td>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.</td>
</tr>
</tbody>
</table>
### M. Deliverable Number 15

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Site Visits to the Anthony Eastbound site</td>
<td>Sub 1 Visit the Anthony EB site</td>
<td>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.</td>
</tr>
</tbody>
</table>
### N. Deliverable Number 16

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Site Visits to the</td>
<td>Sub 3</td>
<td>Conduct site visit at the Lordsburg Westbound site for the deployment of the Smart Roadside Multi-Reader Portal. The site visit will provide</td>
</tr>
<tr>
<td>Lordsburg Westbound virtual</td>
<td>Visit the</td>
<td>Contractor information on the site needs of the department. The visit will provide the Contractor guidance as to location and daily operations</td>
</tr>
<tr>
<td>site.</td>
<td>Lordsburg</td>
<td>of the site. Contractor shall provide DPS preconstruction drawings, system schematics, timeline and site project plan for review and</td>
</tr>
<tr>
<td>virtual site</td>
<td>WB</td>
<td>acceptance prior to the implementation of Deliverable 19.</td>
</tr>
<tr>
<td>virtual site</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
O. Deliverable Number 17

<table>
<thead>
<tr>
<th>Deliverable Seventeen</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>SRIS Hardware and Software Installation in Gallup WB virtual site</td>
<td>December 31, 2011</td>
<td>$530,212.60 including NM Gross Receipts Tax</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Install Hardware and Software at the Gallup WB site</strong></td>
<td>Sub 1</td>
<td>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.</td>
</tr>
<tr>
<td><strong>Design and Engineering</strong></td>
<td>Sub 1a</td>
<td>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.</td>
</tr>
<tr>
<td><strong>SRIS Standard Sensor Interface Software</strong></td>
<td>Sub 1b</td>
<td>Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at Gallup WB virtual site.</td>
</tr>
<tr>
<td><strong>Installation</strong></td>
<td>Sub 1c</td>
<td>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.</td>
</tr>
<tr>
<td><strong>Field Testing</strong></td>
<td>Sub 1d</td>
<td>Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Gallup WB virtual site.</td>
</tr>
<tr>
<td><strong>Commissioning</strong></td>
<td>Sub 1e</td>
<td>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.</td>
</tr>
</tbody>
</table>
P. **Deliverable Number 18**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable Eighteen</td>
<td>December 31, 2014</td>
<td>$330,212.00 including NM Gross Receipts, Tax</td>
</tr>
</tbody>
</table>

**SRIS Hardware and Software Installation at Anthony EB virtual site**

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Install Hardware and Software at the Anthony EB site</strong></td>
<td>Sub 1 Installation of the SRIS Hardware and Sensor Software</td>
<td>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.</td>
</tr>
<tr>
<td><strong>Design and Engineering</strong></td>
<td>Sub 1a</td>
<td>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.</td>
</tr>
<tr>
<td><strong>SRIS Standard Sensor Interface Software</strong></td>
<td>Sub 1b</td>
<td>Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at Anthony EB virtual site.</td>
</tr>
<tr>
<td><strong>Installation</strong></td>
<td>Sub 1c</td>
<td>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.</td>
</tr>
<tr>
<td><strong>Field Testing</strong></td>
<td>Sub 1d</td>
<td>Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Anthony EB virtual site.</td>
</tr>
<tr>
<td><strong>Commissioning</strong></td>
<td>Sub 1e</td>
<td>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.</td>
</tr>
</tbody>
</table>
### Q. Deliverable Number 19

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Hardware and Software at the Lordsburg WB site</td>
<td>Sub 1 Installation of the SRIS Hardware and Sensor Software</td>
<td>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.</td>
</tr>
<tr>
<td>Design and Engineering</td>
<td>Sub 1a</td>
<td>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.</td>
</tr>
<tr>
<td>SRIS Standard Sensor Interface Software</td>
<td>Sub 1b</td>
<td>Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC at Lordsburg WB virtual site.</td>
</tr>
<tr>
<td>Installation</td>
<td>Sub 1c</td>
<td>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.</td>
</tr>
<tr>
<td>Field Testing</td>
<td>Sub 1d</td>
<td>Contractor shall complete equipment functionality and sensor integration testing through sensor interface software at Lordsburg WB virtual site.</td>
</tr>
<tr>
<td>Commissioning</td>
<td>Sub 1e</td>
<td>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.</td>
</tr>
</tbody>
</table>
### R. Deliverable Number 20

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub-Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply of Mobile SRIS Van including all Hardware and Software</td>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>Design and Engineering</td>
<td>Sub 1a</td>
<td>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.</td>
</tr>
<tr>
<td>SRIS Standard Sensor Interface Software</td>
<td>Sub 1b</td>
<td>Contractor shall supply and install SRIS standard sensor interface software on contractor supplied SRIS PC in the mobile SRIS Van unit.</td>
</tr>
<tr>
<td>Installation and Shipping</td>
<td>Sub 1c</td>
<td>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.</td>
</tr>
<tr>
<td>Field Testing</td>
<td>Sub 1d</td>
<td>Contractor shall complete equipment functionality and sensor integration testing through sensor interface software in the mobile SRIS Van unit.</td>
</tr>
<tr>
<td>Commissioning</td>
<td>Sub 1e</td>
<td>Contractor shall commission local SRIS installation and complete a 48-hour operational acceptance period for review by DPS.</td>
</tr>
<tr>
<td>Training</td>
<td>Sub 1f</td>
<td>Contractor to provide onsite operational and administrative training to DPS.</td>
</tr>
</tbody>
</table>

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: Mr. Gordon E. Eden Jr., Cabinet Secretary or designee
   Department of Public Safety
   Date: 11/4/11

By: Mr. Brian Heath, President
   Intelligent Imaging Systems
   Date: 11/3/11

By: Mr. Ron Burton, Acting CIO or designee
   Department of Public Safety
   Date: 11/2/11

By: Rosemary P. McCourt, Deputy Chief Counsel or designee
   Department of Public Safety
   (Certifying legal sufficiency)
   Date: 11/1/11

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: 11/7/11

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: Darryl Ackley, Secretary and State CIO
   Department of Information Technology
   Date: 11/10/11

This Agreement has been approved by the State Purchasing Agent:

By: Purchasing Agent for the State of New Mexico or designee
   Date: 11/17/11
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

Invoice:
Same as "Ship To" address

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

Procurement Specialist: [Signature] Fran Dunaway
Telephone No.: 505-827-2331

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

[Signature]
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 /\
1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendor's 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, 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 Vendor's risk and expense, promptly after notice of rejection.

7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the 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 Vendor's 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. Theusers 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 Vendor's 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 embargoes, 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 schedule. 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 an action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.


15. All bid items are to be NEW and most current production, unless otherwise specified.
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 APPROVED BY THE DoIT, THE STATE PURCHASING AGENT, AND DEPARTMENT. This Agreement shall not begin before August 1, 2011 and shall terminate on 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 Procuring Agency 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://insurenewmexico.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 PB10-249 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 who 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: [Signature] Date: 9/27/11
Gorden E. Eden Jr.
Secretary of Department of Public Safety

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

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

Approved for legal sufficiency:

By: [Signature] Date: 9/27/11
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: [Signature] 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: [Signature] 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 subtasks 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:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>HARDWARE</th>
<th>SOFTWARE</th>
</tr>
</thead>
</table>
| Anthony       | - IIS SRIS IBM server  
- IIS SRIS Workstation (monitor, keyboard & mouse)  
- IIS SRIS ramp pole-mount electronics  
- IIS OVC1 System  
- IIS ALPR System  
- IIS AUR System  
- IIS SRIS sensor triggers  
- IRD Single Threshold Klaster WIM4 System | IIS SRIS Station Software  
IRD WIM Control |
| Santa Fe      | - 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 IBM Server  
- IIS SRIS Enterprise & Local Services | IIS SRIS Station Software  
IRD WIM Control |
| Gallup        | - 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 IBM Server  
- IIS SRIS Station Software | IIS SRIS Station Software  
IRD WIM Control |
| 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  
IRD WIM Control |
| DPS Headquarters | - IIS SRIS Central Server  
- IIS SRIS IBM Server  
- IIS SRIS Enterprise & Local Services | IIS SRIS Station Software  
IRD WIM Control |
A. Deliverable Number 1: Maintenance on the Smart Roadside Inspection system

<table>
<thead>
<tr>
<th>Deliverable One</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance on the Hardware Support &amp; Maintenance for MTP Smart Roadside Systems</td>
<td>April 1, 2011 through March 31, 2012.</td>
<td>Annual payment in 12 equal monthly installments of $16,665.00 each, paid in arrears, excluding NM gross receipts tax</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task/Item</th>
<th>Sub Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Hardware Support</td>
<td>Sub 1</td>
<td>Contractor shall continuously monitor all sites hardware status and must be maintained in operational status. Must maintain system performance.</td>
</tr>
<tr>
<td></td>
<td>Sub 2</td>
<td>Contractor shall provide regularly scheduled site visit(s) to inspect and/or repair all IIS and third party roadside technology hardware.</td>
</tr>
<tr>
<td></td>
<td>Sub 3</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>Sub 4</td>
<td>Contractor must provide all parts, labor and expenses.</td>
</tr>
</tbody>
</table>
B. Deliverable Number 2 Software Support & Maintenance

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software Support for MTP Smart Roadside Systems</td>
<td>Sub 1</td>
<td>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.</td>
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<td>Sub 2</td>
<td>The contractor must troubleshoot and repair all IIS roadside technology software within 72 hours.</td>
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<td>Sub 3</td>
<td>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.</td>
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<td>Sub 4</td>
<td>Contractor shall provide SRIS interface configuration feature requests.</td>
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<td>Sub 5</td>
<td>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.</td>
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<td>Sub 6</td>
<td>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.</td>
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<td>Sub 7</td>
<td>Contractor shall provide all parts, labor &amp; expenses.</td>
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