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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

March 29, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Authorize the Department of Safety (DOS), Division of State Police (SP), to enter into a contract with Iteris, Inc. (VC#264470-P001), 1700 Carnegie Avenue, Suite 100, Santa Ana, CA 92705, in the amount of \$149,574.48 to purchase and implement an inspection software solution, that will provide access to real-time data to identify unsafe vehicles and drivers. This software will be utilized by Troopers who conduct commercial motor vehicle inspections. Effective upon Governor and Council approval through June 30, 2021. Funding source: 80% Federal Funds/20% Highway Funds.

Funds are available in the SFY2017 operating budget and contingent upon the availability and continued appropriations in SFY2018 through SFY2021 with authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234015-31060000 - Dept. of Safety – Div. of State Police – MCSAP Grant

	<u>SFY2017</u>	<u>SFY2018</u>	<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>
038-500177 Software License/Maint/Network					
	\$10,500.00				
024-500230 Software License/Maint (Non-Desktop)					
	\$15,000.00	\$16,500.00	\$18,150.00	\$19,500.00	\$21,000.00
024-502664 Contracts for Operational Services*					
	\$0.00	\$19,250.00†	\$ 9,413.00	\$ 9,883.65	\$10,377.83
Subtotals	\$25,500.00	\$35,750.00	\$27,563.00	\$29,383.65	\$31,377.83
					TOTAL \$149,574.48

\* Optional: One-Time Migrations Set-up and Annual Web Based Application Hosting and Maintenance Costs  
† Amount includes one-time migration set-up fee of \$9,500.00

### Explanation

This contract provides for a configurable commercial motor vehicle (CMV) inspection software program to replace and improve upon the current ASPEN 3.0 application, utilized by the State Police Commercial Motor Carrier Enforcement Unit. The vendor will provide a hosted solution providing a more effective screening process with access to real-time CMV carrier, vehicle, and driver qualifications and historical State and Federal inspection data. This will result in the removal of unsafe vehicles and drivers from New Hampshire's roadways and will improve the safety of the motoring public. The contract also


His Excellency, Governor Christopher T. Sununu  
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provides the option of future migration to a web-based interface with state specific applications related to commercial motor vehicle enforcement. This enhanced technology will provide more efficient options to review and research a multitude of required data sources dramatically improving Trooper safety by reducing the amount of time spent roadside while completing their respective inspection reports. By reducing their time on task, Troopers can spend more time addressing the public's safety as well as their own. The software will increase inspection reporting accuracy and uniformity and provide continuous updates. The Federal Motor Carrier Safety Administration (FMCSA) awards Motor Carrier Safety Assistance Program grant funds to states for the purpose of implementing a feature rich interface which meets their inspection data minimum requirements.

The State of New Hampshire, acting through the Department of Safety (DOS), Division of State Police (SP) posted a Request for Proposal (RFP DOS 2017-05) on the State's Administrative Services website from October 12, 2016 through December 5, 2016. On November 3, 2016, a free and open vendor conference call was held with two prospective bidders participating. As a result of the issuance of the RFP and vendor conference, one proposal was received by the submission deadline. The vendor proposal was scored utilizing an average of individual scores from a three-person evaluation committee. The contract was awarded to Iteris, Inc. who met the qualifications, criteria, and allocated cost contained in the RFP.

In the event that the Federal funds become no longer available, General Funds/Highway Funds will not be requested to support this program.

Respectfully submitted,

  
John J. Barthelmes,  
Commissioner of Safety



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

March 28, 2017

John J. Barthelmes  
Commissioner  
NH Department of Safety  
33 Hazen Drive  
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology has approved your agency's request to enter into a contract with Iteris, Inc. Project Name: Commercial Motor Vehicle Enforcement Inspection Software, as described below and referenced as DoIT No. 2017-022.

The purpose of this contract is to provide the Department of Safety, Division of State Police with commercial motor vehicle inspection software that will replace and improve upon the current Aspen 3.0 application. The software provides NHSP access to real time carrier, vehicle and driver data and federal information systems. The contract amount is \$149,574.48 and shall become effective upon Governor and Executive Council approval through June 30, 2021.

A copy of this letter should accompany the Department of Safety's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Denis Goulet', with a stylized flourish at the end.

Denis Goulet

DG/ik  
DOIT2017-022

cc: Scott Hopkins, DoIT IT Lead

## ATTACHMENT 1 - SCORE SUMMARY

<b>Program Name</b>	SafetyNet User Interface-Inspection Software		
<b>RFP Score Summary - Phase 1</b>			
<b>RFP CRITERIA</b>	<b>Max Pts</b>	<b>Iteris, Inc.</b>	
Proposed Software Solution	35	30.0	
Vendor's Technical, Service and Project Management Experience	10	9.7	
Vendor Company	10	9.7	
Vendor Staffing Qualifications	10	7.7	
Software Solution Cost (Rates & Pricing)	35	30.0	
<b>Total</b>	<b>100</b>	<b>87.1</b>	
<b>BUDGET REQUEST</b>		<b>\$149,574.48</b>	
<b>Definitions of Scoring Criteria:</b>			
<p><b>Proposed Software Solution:</b> To measure how well the solution meets the business needs of the Agency. Factors to consider: Software architecture, Adaptability for future organizational changes and prospective growth, User friendliness and efficiency.</p>			
<p><b>Vendor's Technical, Service and Project Management Experience:</b> How does the vendor propose to implement and maintain the software solution based on proposed service level agreement. Factors include: Protection of data, Project execution, Project management competence, Ongoing operations and References.</p>			
<p><b>Vendor Company:</b> Is company capable of carrying out the project through implementation and maintenance period. Factors to consider: How long in business, Years experience with product, Bench strength and support structures, Financial strength; Previous or current involvement in litigation.</p>			
<p><b>Vendor Staffing Qualifications:</b> Staff must have training and experience to support implementation and maintenance of system. Factors to consider: Staff training, Staff certifications, Staff experience, Size and composition of vendor team.</p>			
<p><b>Software Solution Cost:</b> State will consider both implementation and subsequent maintenance cost of inspection software based on the costs provided in the Bid Responses Transmittal Tables-Deliverables and Pricing; the lowest cost by a vendor who fulfills the minimum qualifications.</p>			
<b>Scoring Committee</b>			
Nicole Armaganian, Lieutenant, NH State Police	Lieutenant Armaganian has been in law enforcement for 21 years. She has been part of the Commercial Motor Carrier Enforcement Unit within State Police for 13 years initially as a Trooper and currently as the Troop G Commander overseeing the entire motor carrier program and all of the Federal Motor Carrier Safety Administration (FMCSA) grant programs. She offers subject matter expertise as she has conducted commercial motor carrier inspections for numerous years utilizing inspection software systems and is the co-project manager for another commercial motor vehicle network program.		
William Burke, Sergeant, NH State Police	Sergeant Burke has been in law enforcement for more than 16 years; 10 of those years with the State Police Motor Carrier Enforcement Unit. Sgt. Burke holds certifications to conduct every level of commercial motor carrier inspection in the State and oversees several Motor Carrier Enforcement Unit Troopers and their inspection activities. He is the point of contact for State Police and FMCSA to resolve issues that arise with the current Aspen/SafetyNet inspection software system and Federal information systems.		
John York, IT Manager III, DOS	Mr. York has formal education in Mechanical Engineering and Digital Electronics. He has 30 years of experience in all facets of Information Technology inclusive of hardware, software, SOHO networking, Enterprise networking, Operating Systems, Consulting, IT specific project management and Main Frame connectivity.		

## ATTACHMENT 2 - INDIVIDUAL SCORES

Program Name  
SafetyNet User Interface-Inspection Software

Reviewers:

NA- Nicole Armaganian

WB- William Burke

JY- John York

### RFP Scoring Detail - Phase 1

		1				
Iteris, Inc.		Max Pts	NA	WB	JY	Total
<b>RFP Criteria</b>		35	30	30	30	<b>30.0</b>
<b>Proposed Software Solution</b>						
<b>Vendor's Technical, Service and Project Management Experience</b>		10	10	10	9	<b>9.7</b>
<b>Vendor Company</b>		10	10	9	10	<b>9.7</b>
<b>Vendor Staffing Qualifications</b>		10	5	9	9	<b>7.7</b>
<b>Software Solution Cost (Rates and Pricing)</b>		35	30	30	30	<b>30.0</b>
<b>Total</b>		<b>100</b>	<b>85</b>	<b>88</b>	<b>88</b>	<b>87.0</b>


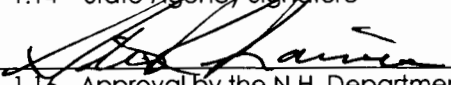
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Iteris, Inc.		1.4 Contractor Address 1700 Carnegie Ave, Suite 100 Santa Ana, CA 92705-5551	
1.5 Contractor Phone Number 949-270-9400	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$149,574.48
1.9 Contracting Officer for State Agency Kevin E. Connor		1.10 State Agency Telephone Number 603-223-4300	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ramin Massoumi, Sr. Vice President and General Manager, Transportation Systems	
1.13 Acknowledgement: State of <u>Ca</u> , County of <u>Orange</u> On <u>March 28, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">(Seal)</div>  </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Michelle Lemestre, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory STEVEN R. LAVOIE, DIRECTOR OF ADMINISTRATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/11/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## EXHIBIT A

### SCOPE OF SERVICES

The responsibilities of the contractor are as follows:

1. The contract will become effective upon Governor and Council approval through June 30, 2021. Upon approval, Iteris, Inc. shall be responsible for performing its obligations in accordance with the Contract.
2. The Contractor will provide a COTS inspection software solution to replace the NH Department of Safety's current ASPEN 3.0 application meeting all Federal Motor Carrier Safety Administration's (FMCSA) requirements and certifications to maintain data quality and timeliness standards. The Iteris hosted solution will provide the inSPECT thick client application incorporating ASPEN 3.0 features and functionality to include "Smart Logic" and will meet the business and technical requirements as specified in Attachment B of RFP DOS 2017-05, dated October 12, 2016, which is incorporated herein by reference.
3. Inspections may be completed in areas with no internet connection and will access the latest data received. The software will be configured to upload inspections directly to the State's SafetyNet mailbox and Safety and Fitness Electronic Records system (SAFER).
4. The Contractor shall be responsible for security testing focusing on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity, and availability.
5. The Contractor shall maintain a secure hosting environment providing all necessary hardware, software and Internet bandwidth to manage application and support users with permission based logins per Hosting-Cloud Requirements in Attachment B of the RFP.
6. Software shall be deployed with databases for production use and test/training instances. The test/training instance shall be used for software testing prior to the deployment of software updates and enhancements.
7. The Contractor will provide appropriate software and network infrastructure; software must comply with Volpe SAFER Interface Certification Procedures (SCIP) testing and certification.
8. Software will be installed on each NH State Police (NHSP) Troop G workstation and portable laptop computer of each motor carrier certified Trooper with the ability to use as stand-alone application. In addition, there is an option to migrate to a web-based inSPECT Online product for a one-time migration fee during the contract period as specified in the table in Exhibit B. The one-time fee is contingent upon the fiscal year in which it occurs.
9. The Contractor shall provide software maintenance and support eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent on severity of deficiency as follows: Class A Deficiencies - Vendor shall acknowledge within 15 minutes and provide support on-site or with remote diagnostic services, within one (1) hour of request; Class B Deficiencies - Vendor shall acknowledge within 15 minutes and provide support on-site or with remote diagnostic services, within four (4) hours of request; Class C Deficiencies - Vendor shall acknowledge within 15 minutes and provide support on-site or with remote diagnostic services, within one (1) business day. The Vendor shall repair or replace software and provide maintenance of the software in accordance with the Specifications and Terms and Requirements of the Contract; or as agreed to by the parties.

10. Project kickoff, Project Updates and Project Close meetings will be held remotely by Iteris Project Management.
11. Pilot testing will be coordinated by the Iteris Project Team; this includes installation of software and training for 6-8 users who will then immediately switch use from ASPEN to inSPECT and provide testing feedback for Iteris to make required updates. This pilot test group will be administered remotely by the Iteris team. There will be some coordination required from the State Project Manager, State Pilot User Group, and State Program Administrators.
12. The installation of software and training for the remaining users and completion of the full user acceptance testing will occur remotely. Iteris will conduct training sessions of one hour in length, followed by 30 minutes of question and answer sessions.
13. The training and implementation of software program portion (Phase 1) of the contract shall be completed by June 30, 2017.
14. Upon completion of the training, software implementation and testing, and approval and acceptance by the State, the support and maintenance and hosting phase (Phase 2) will commence immediately. Phase 2 will include software upgrades, maintenance, telephone technical support, documentation updates, training material updates, and webinar training sessions to continue for a period of 12 months with an annual renewal for four additional years at the specified cost outlined in the Exhibit B table.
15. The Contractor will provide the option to deploy the inSPECT Online web-based application at the specified fees outlined in the Exhibit B table. The fees include a one-time setup fee plus on-going hosting and maintenance fees that are contingent upon the fiscal year in which the web-based application is deployed.

EXHIBIT B

TERMS OF PAYMENT

The attached P-37 Section 1.6 has been completed. This is a NOT TO EXCEED CONTRACT for up to \$149,574.48 for the period between the Effective Date through June 30, 2021.

1. DELIVERABLE PAYMENT SCHEDULE

1.1 PRICING FOR YEAR 1:

The cost for the first year, as specified in the table below, includes the inspection software program, implementation, training and the first year support, maintenance and hosting, which includes software upgrades, telephone technical support, and training updates. Payment is contingent upon receipt of itemized invoice no later than June 30, 2017.

1.2 PRICING FOR YEARS 2 THROUGH 5:

Payment for year 2 and all future years of the contract for support, maintenance and hosting, as specified in the table below, will be paid annually upon receipt of the itemized invoice no later than June 30 of each year.

1.3 OPTIONAL PRICING FOR YEARS 2 THROUGH 5:

Payment for optional portal migration and set-up for the web-based software application is available at the one-time cost during the contract period as specified in the table below. Web-based hosting and maintenance begins in the fiscal year that set-up occurs and continues in subsequent years at the prices for each period as specified in the table below. Payment of the set-up fee and initial hosting and maintenance fee will be contingent upon receipt of invoice within 30 days of set-up completion and State's acceptance and approval of project. Payment of hosting and maintenance for subsequent fiscal years will be paid annually upon receipt of the itemized invoice no later than June 30 of each year.

Object Code(s)	FY2017 1 <sup>st</sup> Year	FY2018 2 <sup>nd</sup> Year	FY2019 3 <sup>rd</sup> Year	FY2020 4 <sup>th</sup> Year	FY2021 5 <sup>th</sup> Year	
02-23-23-234015-31060000 Dept. of Safety-Div. of State Police- MCSAP Grant  038-500177 – Software License/Maint/ Network	\$10,500.00					
02-23-23-234015-31060000 Dept. of Safety-Div. of State Police- MCSAP Grant  024-500230 – Software License/Main.(Non-Desktop)	\$15,000.00	\$16,500.00	\$18,150.00	\$19,500.00	\$21,000.00	

Contractor Initials FM  
Date 3/23/2017

<b>Optional Portal Migration</b>						
02-23-23-234015-31060000 Dept. of Safety-Div. of State Police-MCSAP Grant						
103-502664 – Contracts for Operational Services. One-Time Migration/Setup*		\$ 9,500.00				
Annual web-based application hosting and maintenance**		\$ 9,750.00	\$ 9,413.00	\$ 9,883.65	\$10,377.83	
<b>TOTAL</b>	\$25,500.00	\$35,750.00	\$27,563.00	\$29,383.65	\$31,377.83	\$149,574.48

*\*The amount of this one-time migration/set-up fee is shown for 2<sup>nd</sup> year but is only payable in the fiscal year in which it occurs as authorized by State.*

*\*\* The amount for hosting and maintenance is contingent upon the fiscal year in which it occurs and begins only in the fiscal year in which migration/set-up occurs.*

2. INVOICING

All invoices will be subject to DOS acceptance and approval of completed tasks as outlined in Exhibit A. Payment is contingent upon timely invoicing and approval. The State will pay the correct and undisputed invoice within thirty (30) days of the State's approval.

Invoices shall be submitted to:

Tammy Holso  
NH Department of Safety  
NHSP Business & Project Administration Unit  
33 Hazen Drive  
Concord, New Hampshire 03305

3. PAYMENT ADDRESS

All payments shall be sent to the following address:

Iteris, Inc.  
1700 Carnegie Avenue, Suite 100  
Santa Ana, California 92705

Costs will not exceed the Price Limitation set forth in Section 1.8 of the attached P-37. The Department of Safety will certify that services have been performed prior to release of final payment and reserves the right to reject any costs not approved within this contract or not eligible under the Federal Motor Carrier Safety Administration Grant Program.

## EXHIBIT C

### SPECIAL PROVISIONS

#### 1. DATA OWNERSHIP

Upon expiration or termination of the Contract with the State, Iteris, Inc. shall provide all State- owned data to the State in an acceptable electronic format at no additional cost to the State.

Iteris, Inc. hereby agrees to the Federal Motor Carrier Safety Administration (FMCSA) grant terms and conditions and applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all data and records relating to the Contract. The data will be destroyed in accordance with Federal and State archiving requirements.

## EXHIBIT D

### Terms and Conditions for Federal Motor Carrier Safety Administration Grant Funds

#### **Section 1. Grant Authority**

##### **a. Contract Authority.**

The Federal Motor Carrier Safety Administration (FMCSA) authorizing legislation, The Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144 (2005), as amended by Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), Pub. L. No. 112-141, 126 Stat. 405 (2012) granted FMCSA contract authority. Pursuant to SAFETEA-LU, Pub. L. 109-59, §4101, 119 Stat. 1144, 1725 (2005), as amended by MAP-21, Pub. L. No. 112-141, § 32603, 126 Stat. 405, 805-808 (2012) and codified in 49 U.S.C. § 31104, the Secretary of Transportation's approval of the grant funds made available imposes a contractual obligation upon the United States for payment of the Government's share of costs in carrying out the grant objectives.

##### **b. Application of Federal, State, and Local Laws and Regulations.**

###### **i. Federal Laws and Regulations.**

The Recipient understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include in all sub-assistance agreements and third party contracts financed with FMCSA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

#### **Section 9. Contracting.**

##### **a. Federal Standards.**

The Recipient and Subrecipients agree to comply with the Procurement Standards requirements set forth at 2 CFR §§200.317 through 200.326 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FMCSA directives or regulations. If determined necessary for proper Project administration, FMCSA reserves the right to review the Recipient's technical specifications and requirements.

#### **Section 22. Executive Order on Equal Opportunity Related to Contracts.**

##### **a. The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.**

- i. The Recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.**

- ii. The Recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

**Section 23. Employment Policies.**

The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age; and that it has an affirmative action plan (AAP) consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608. The applicant/recipient shall provide the AAP to FMCSA for inspection or copy upon request.

**Section 24. Property.**

In general, title to equipment and supplies acquired by a Recipient with DOT funds vests in the Recipient upon acquisition, subject to the property management requirements of 2 CFR Sections 200.302 (b) (4); 200.307 (d); 200.310; 200.313; 200.316; and 200.344(4).

A Recipient that is a State, local, or Indian tribal governments, institutions of higher education, and non-profits agrees to comply with the property management standards as defined in 2 CFR §200.33 and detailed in §§ 200.312 and 200.313, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FMCSA.

**Section 27. Government Rights (Unlimited).**

**b. Data Rights.**

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration. The following restrictions apply to all subject data first produced in the performance of this Agreement:

- i. Except for its own internal use, the Recipient may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of FMCSA, until such time as FMCSA may have either released or approved the release of such data to the public.
- i. As authorized by 2 CFR § 200.315 (b), FMCSA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - 1. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
  - 2. Any rights of copyright to which a Recipient, subrecipient, or a third party contractor purchases ownership with Federal assistance.



When FMCSA provides assistance to a Recipient for a Project involving planning, research, or Development of a system, program, document, enforcement concept, or any other activity provided for in terms of this grant, it is generally FMCSA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FMCSA determines otherwise, the Recipient understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FMCSA may make available to any FMCSA Recipient, subrecipient, third party contractor, or third party subcontractor, either FMCSA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FMCSA may direct.

Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.

Nothing contained in this section on rights in data, shall imply a license to FMCSA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FMCSA under any patent.

The requirements of this section of this Agreement do not apply to material furnished to the Recipient by FMCSA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

Unless FMCSA determines otherwise, the Recipient agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

### **Section 31. Liability.**

The Recipient acknowledges it is responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate arising out of or in any way connected to activities authorized pursuant to this Agreement. The Recipient acknowledges that FMCSA is not responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

### **Section 36. Use of Information Obtained.**

Information obtained under this agreement may only be used by the recipient in order to accomplish the project plan under this agreement.

Any information obtained or exchanged between FMCSA and the grant recipient, in order to carry out each party's responsibility under this agreement and project plan, shall not be released by the recipient to any third party without the written permission of FMCSA.

Recipient shall ensure that all of its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

### **Section 37. Miscellaneous Provisions.**

#### **a. Prohibition on Human Trafficking.**

The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.

#### **b. Wild and Scenic Rivers Act of 1968.**

The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

#### **c. Fly America Act.**

The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 40118.

### **Section 38. Laptop Encryption.**

All laptops used by Recipients, subrecipients, and contractors in carrying out the Recipient's project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryption standards prescribe whole disk encryption (FDE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient who utilizes FMCSA sensitive information or PII complete installation of FDE on all laptop computers as soon as practicable, but no later than thirty (30) days from the execution of this agreement and prior to using the laptop to access FMCSA data systems or store FMCSA-related data.

### **Section 41. Federal Funding Accountability and Transparency Act**

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires for each Federal award of \$25,000 or more that OMB create a searchable, no cost, publicly accessible website(<http://usaspending.gov/>) that includes basic information about the recipient and the project being funded. The Government Funding Transparency Act of 2008 (Public Law 110-252) amended FFATA, requiring recipients to report certain information about themselves **and** their first tier subrecipient awards obligated as of October 1, 2010. Prime grant recipients/awardees of new non Recovery Act federally funded grants and cooperative agreements of \$25,000 or more awarded on or after October 1, 2010 are subject to FFATA reporting, sub-award reporting requirements and executive compensation reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$25,000.

### **Section 42. Executive Order 13513**

Executive Order 13513 (E.O. 13513) requires each Federal agency to encourage contractors, subcontractors, and grant and cooperative agreement recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government Owned Vehicles, or while driving Personally Owned Vehicles when on official Government business or when performing any work for or on behalf of the Government. To further the requirement of encouraging such policies, the FMCSA encourages recipients to consider new rules and programs, reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for employees about the risks associated with texting while driving. These initiatives should encourage voluntary compliance with the recipient agency's text messaging policy

while off duty. For the purposes of these Grant Provisions and Assurances and pursuant to E.O. 13513, the following definitions apply:

"Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

"Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

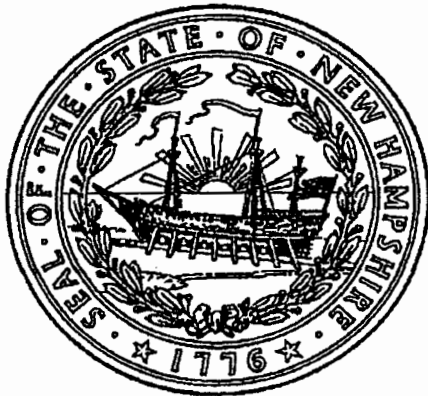
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ITERIS, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on January 08, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 719738



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of March A.D. 2017.

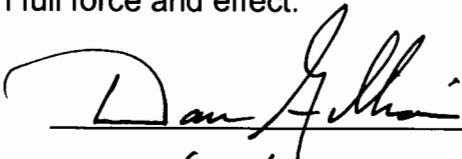
A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF SECRETARY

I, Dan Gilliam, certify that I am Assistant Secretary of Iteris, Inc. as appointed by the Board of Directors of Iteris, Inc. and I certify that Ramin Massoumi, who signed the contract RFP DOS 2017-05, Commercial Vehicle Software Program for Iteris, Inc. on March 28, 2017 was then Sr. Vice President and General Manager, Transportation Systems and was, in a resolution by the Board of Directors of this corporation that was adopted unanimously by a vote of the Board effective November 12, 2015, authorized to sign for and on behalf of this corporation such contracts or agreements within the powers, duties and responsibilities of his office.

I further certify that said Resolution has not been amended or repealed and is in full force and effect.

By:   
Dated: 3/28/2017





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	<b>CONTACT NAME:</b> Amber Wisner <b>PHONE (A/C, No, Ext):</b> 949.435.7382 <b>E-MAIL ADDRESS:</b> awisher@wsandco.com	<b>FAX (A/C, No):</b> 949.476.3118													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER B : American Guarantee and Liability In</td> <td>26247</td> </tr> <tr> <td>INSURER C : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Illinois Union Insurance Company	27960	INSURER B : American Guarantee and Liability In	26247	INSURER C : American Zurich Insurance Company	40142	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> ITERINC-01 Iteris, Inc. 1700 Carnegie Avenue, Suite 100 Santa Ana CA 92705-5551															

**COVERAGES**                      **CERTIFICATE NUMBER:** 1403542271                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

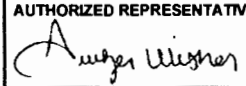
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> BI Ded. None GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CP0553288003	4/1/2017	4/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/POP AGG \$4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CP0553288003	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Owned/Hired Comp/Coll \$Ded's \$500
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			AUC553288103	4/1/2017	4/1/2018	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	WC019188401	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<b>Professional Liability</b> Claims Made Form Retro-Date 01/01/1991			G21656045014	4/1/2017	4/1/2018	Limit \$10,000,000/ Deductible \$25,000                      Agg \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Motor Vehicle Inspection Software Solution / RFP DOX 2017-05

Notice of Cancellation applies with respects to General Liability and Workers Compensation per attached forms.

## CERTIFICATE HOLDER                      CANCELLATION

New Hampshire Dept. of Safety Div. of State Police Attn: Kevin E. Connor 33 Hazen Drive Concord NH 03305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
3/23/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111		PHONE (A/C, No, Ext): 415-391-2141	COMPANY Zurich American Insurance Company	
FAX (A/C, No): 415-989-9923	E-MAIL ADDRESS: awisher@wsandco.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: ITERINC-01		LOAN NUMBER		POLICY NUMBER CP0553288003
INSURED Iteris, Inc. 1700 Carnegie Avenue, Suite 100 Santa Ana CA 92705-5551		EFFECTIVE DATE 04/01/2017	EXPIRATION DATE 04/01/2018	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

### PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Blanket Business Personal Property - Including EDP (WW) - Special Form /Replacement Cost /Agreed Amount /Tenants, Improvements & Betterments	6,626,997	10,000
Blanket Business Income/Extra Expense (All CBI & OH Booth)	15,141,300	24 Hours

### REMARKS (Including Special Conditions)

RE: Motor Vehicle Inspection Software Solution / RFP DOX 2017-05  Issued for Evidence of Insurance Purposes
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### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### ADDITIONAL INTEREST

NAME AND ADDRESS  New Hampshire Dept. of Safety Div. of State Police Attn: Kevin E. Connor 33 Hazen Drive Concord NH 03305	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE 		



ZURICH

# Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CPO553288003	04/01/2017	04/01/2018	04/01/2017	0329598	N/A	N/A

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

<b>SCHEDULE</b>	
<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
<b>New Hampshire Dept. of Safety Div. of State Police Attn: Kevin E. Connor 33 Hazen Drive Concord NH 03305</b>	<b>30</b>

All other terms and conditions of this policy remain unchanged.



**NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

- A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

<b>SCHEDULE</b>	
<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
<b>New Hampshire Dept. of Safety Div. of State Police Attn: Kevin E. Connor 33 Hazen Drive Concord NH 03305</b>	<b>30</b>

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/17

Policy No. WC019188401

Endorsement No.

Insured  
Iteris, Inc.

Premium \$ N/A

Insurance Company  
American Zurich Insurance Company