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# State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG.  
33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

EDDIE EDWARDS  
ASSISTANT  
COMMISSIONER

STEVEN R. LAVOIE  
ASSISTANT  
COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER  
OF SAFETY

May 29, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, NH 03301

### REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, to enter into a contract with Iteris, Inc (VC #264470 – P001) Santa Ana, CA, in an amount not to exceed \$332,987.00 for the development of a Federal Motor Carrier Safety Administration compliant and approved Expanded Innovative Technology Deployment Program Plan and Top – Level Design. Effective upon Governor and Council approval through June 30, 2028, with the option to renew for one (1) two-year period. **100% Federal Funds**

Funds are available in the following account for SFY2025, and are anticipated to be available in SFY2026 through SFY2027, upon the continued appropriation of funds in the future operating budget with the authority to adjust between fiscal years within the price limitation through the Budget Office, if needed and justified.

	<u>SFY2025</u>	<u>SFY2026</u>	<u>SFY2027</u>
02-23-23-234010-13660000 – Dept. of Safety – NHSP – SP Fed Grant	\$173,270.00	\$77,902.00	\$81,815.00
103-502664 – Contracts for Operational Services			
		<b>TOTAL</b>	<b>\$332,987.00</b>

### EXPLANATION

This contract provides critical support to the New Hampshire Department of Safety, Division of State Police, in the development of an Expanded Innovative Technology Deployment (ITD) Program Plan, as required by the Federal Motor Carrier Safety Administration (FMCSA).

Administered under the Motor Carrier Safety Assistance Program, the FMCSA’s ITD Grant Program aims to enhance the safety of commercial motor vehicles by funding state-level initiatives that deploy advanced technologies to reduce crashes, injuries, and fatalities involving large trucks and buses.

To remain eligible for funding, states must meet specific FMCSA criteria, including the development and maintenance of an FMCSA-approved ITD Program Plan. Core components of this plan include the secure sharing of safety data, electronic credentialing, and roadside electronic screening. Additionally, states are required to create an Expanded Program Plan (EPP), which must be reviewed and updated every five years.

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New Hampshire currently maintains an approved Program Plan and is now advancing efforts to develop its Expanded Program Plan. This plan will identify the technologies and system enhancements necessary to expand the state's ITD capabilities and support priority safety projects, such as Work Zone Detection and Virtual Weigh Stations.

Failure to update the plan could jeopardize New Hampshire's eligibility for continued FMCSA funding. The resources provided through this contract will enable the state to maintain compliance and implement projects that enhance data integration and roadside enforcement, key elements of the Division's broader mission to improve commercial motor vehicle safety and remove unsafe drivers and vehicles from the state's roadways.

The New Hampshire Department of Safety, Division of State Police, issued a Request for Proposal (RFP DOS 2025-003), which was available on the State's Administrative Services website from December 3, 2024, through February 21, 2025. Three vendors submitted proposals. Iteris, Inc. was awarded the contract based on its ability to meet all qualifications and criteria outlined 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,

  
Robert L. Quinn  
Commissioner of Safety

**Project Name: RFP DOS 2025-003**

Evaluation Factor	Received Proposals		
	Iteris	EMS	Deloitte
Adherence to Mandatory Requirements (Pass/Fail)	Pass	Pass	Pass
<b>Technical Proposal</b>	<b>Points Distribution</b>	<b>Point Score</b>	<b>Point Score</b>
<i>Proposed Plan</i>			
Proposed Plan	500	450.00	325.00
Vendor Service & PM Experience	100	90.00	55.00
Vendor Company	50	50.00	30.00
Staffing Qualification	50	47.50	30.00
<b>Technical Proposal Score</b>	<b>700</b>	<b>637.50</b>	<b>440.00</b>
<b>Proposal Cost</b>	<b>300</b>	<b>\$ 332,987.00</b>	<b>\$ 240,800.00</b>
			<b>\$ 1,643,523.39</b>
(lowest proposed cost/vendor's proposed cost ) X maximum allocated points for proposal cost		216.95	300.00
			43.95
<b>Total Score</b>	<b>1,000</b>	<b>854.45</b>	<b>740.00</b>
			<b>508.95</b>
			<b>Lowest Cost</b>
			<b>\$240,800.00</b>

	Points Distribution	Iteris Point Score	EMS Point Score	Deloitte Point Score
<i>Proposed Plan</i>				
<b>Proposed Plan</b>	500	450.00	325.00	325.00
<b>Vendor Service &amp; PM Experience</b>	100	90.00	55.00	80.00
<b>Vendor Company</b>	50	50.00	30.00	30.00
<b>Staffing Qualification</b>	50	47.50	30.00	30.00
<b>Technical Proposal Score</b>	<b>700</b>	<b>637.50</b>	<b>440.00</b>	<b>465.00</b>

Technical Scoring Team

Spencer Batchelder, IT Manager III, BSA Manager, Dept of Safety, NH DoIT, Business Relationship Management Division

Sgt Seth Turner, Motor Carrier Enforcement Unit, Troop G

SSgt Carl Huddleston, Motor Carrier Enforcement Unit, assistance Commander, Troop G

Ryan Worsman, DOT Senior Engineer, Assistant Administrator, Bureau of Highway Maintenance

Carolyn Lund, DMV, CTO Supervisor, International Registration Plan

Pricing Scoring Team

Melanie Carraher, Deputy Director of Administration



STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY:  
FMCSA ITD EXPANDED PROGRAM PLAN & TOP-LEVEL  
DESIGN:

DOS-2025-003

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
2025-003 - FMCSA ITD EXPANDED PROGRAM PLAN & TOP-LEVEL DESIGN  
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STATE OF NEW HAMPSHIRE  
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2025-003 - FMCSA ITD EXPANDED PROGRAM PLAN & TOP-LEVEL DESIGN  
P-37 TERMS AND CONDITIONS

FORM NUMBER P-37 (version 2/23/2023)

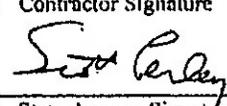
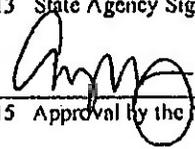
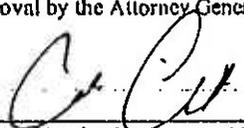
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Safety, New Hampshire State Police		<b>1.2 State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3 Contractor Name</b> Iteris Inc.		<b>1.4 Contractor Address</b> 1700 Carnegie Ave, Suite 100 Santa Ana, CA, 92705	
<b>1.5 Contractor Phone Number</b> (949)270-9400	<b>1.6 Account Unit and Class</b> 10 - 1366 103	<b>1.7 Completion Date</b> June 30, 2028	<b>1.8 Price Limitation</b> \$332,987.00
<b>1.9 Contracting Officer for State Agency</b> Dianna Courtemanche		<b>1.10 State Agency Telephone Number</b> (603)223-8737	
<b>1.11 Contractor Signature</b>  Date: 05/06/2025		<b>1.12 Name and Title of Contractor Signatory</b> Scott Perley, VP, Performance Analytics	
<b>1.13 State Agency Signature</b>  Date: 5/14/25		<b>1.14 Name and Title of State Agency Signatory</b> Amy L. Newbury, Director of Administration	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 05/14/2025			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials SP  
Date 05/06/2025

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**2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and

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all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer,

not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**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.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

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12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**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. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any

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other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 with respect to the subject matter hereof.

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EXHIBIT A – SPECIAL PROVISIONS

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**EXHIBIT A - SPECIAL PROVISIONS**

The terms outlined in the P-37 General Provisions are modified as set forth below:

**A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:**

3.4 The Term may be extended up to two (2) years(s), (“Extended Term”) at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

**A.2 Provision 9, Termination, Section 9.2 is deleted and replaced with the following:**

9.2 In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.3 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;



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other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

**10.7 Contractor Confidential Information.** Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

**10.8** This covenant in paragraph 10 shall survive the termination of this Contract.

**A.4 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

**12.5** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**A.5 The following Provisions are added and made part of the P37:**

**27. FORCE MAJEURE**

**27.1** Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

**27.2** Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

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**28. EXHIBITS/ATTACHMENTS**

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

**29. NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

**30. ORDER OF PRECEDENCE**

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- i. State of New Hampshire, Department of Safety, Contract Agreement CONTRACT 2025-003 P-37 as amended by Exhibit A.
- ii. State of New Hampshire, Department of Safety Contract Exhibits in order of precedence:
  - a. Exhibits B and C;
  - b. Exhibit D (or D-1);
  - c. Exhibit E;
  - d. Exhibit F;
  - e. Exhibit G.
- iii. State of New Hampshire, Department of Safety, DOS-RFP-2023-005 RFP FMCSA ITD EXPANDED PROGRAM PLAN & TOP-LEVEL DESIGN
- iv. Vendor Proposal Response to Department of Safety, DOS-RFP-2023-005 RFP FMCSA ITD EXPANDED PROGRAM PLAN & TOP-LEVEL DESIGN dated February 21, 2025.
- v. Additional Contractor Provided Documents (Exhibit H).

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**EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

**1. STATEMENT OF WORK**

Iteris shall develop a FMCSA compliant and approved Expanded ITD Program Plan and Top-level Design. The customized plan will identify the desired functionality, technology improvements, and expanded capabilities to augment New Hampshire's Core ITD capabilities to improve commercial motor vehicle safety and enhance information sharing systems for the Department of Safety and ensure conformance with the national intelligent transportation systems.

Iteris will also deliver technical expertise to update the New Hampshire Department of Safety PP/TLD annually for two additional years after our Expanded PP/TLD is approved by FMCSA.

An approved Expanded ITD PP/LTD is a key milestone in allowing DOS to apply for future FMCSA High Priority ITD grant funding to deploy the projects identified and support our mission to reduce commercial motor vehicle crashes and injuries and identify and remove unsafe vehicles and drivers.

**PERFORMANCE ACTIVITY PLAN**

Iteris shall identify New Hampshire stakeholders including but not limited to the New Hampshire State Police, New Hampshire Department of Transportation, and New Hampshire Department of Information Technology, etc. For this project, a Memorandum of Understanding among state agencies is not necessary. NHDOS will facilitate discussions with state stakeholders to develop a Request for Proposal (RFP) outlining the scope of the project, contract requirements, business needs, deployment schedule, and priorities for an Expanded ITD Program Plan and Top-Level Design. (PP/TLD) NHDOS will follow the State and Federal procurement and competitive bid process when posting the RFP and selecting a qualified contractor to include a suspension and debarment review. Upon selecting a contractor, NHDOS will collect all required documents for a multi-year contract and submit to the NH Attorney General's office for review and approval. The approved documents will be submitted to New Hampshire Governor & Council for final approval. All state contracts must be approved by the New Hampshire Governor & Council. (Steps 1 - 4 may take up to 12 months)

The NHDOS ITD Project Manager will host a kickoff meeting with Iteris to determine project roles of the PP/TLD Team to include state stakeholders, a work plan, and a project status meeting schedule. The work plan will include all aspects of developing and completing an approved Expanded ITD PP/TLD. The PP/TLD team will work with the contractor to develop a detailed project description, technical design, identify future capabilities, objectives, state resources, and expected benefits for projects such as electronic screening upgrades at the State's fixed weigh stations and/or interface with Pro Miles Permitting software for overweight/oversize permitting for commercial carriers. Iteris will customize a plan for New Hampshire to deploy ITD approved activities, implement needed system changes, required

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interfaces, and estimated procurement costs and schedules, within the four eligible program areas:

- Improve Driver Information Sharing
- Enhance Safety Information Sharing
- Smart Roadside Systems/Applications
- Expanded Electronic Credentialing

Once the PP/TLD is updated to reflect our compliance status and we have identified future ITD activities/ projects we wish to deploy, we will submit the completed ITD Expanded PP/TLD to FMCSA for approval. (we anticipate 12 months to complete steps 5 – 7) Subsequent to FMCSA Expanded ITD Plan approval, NH State Police, with NHDOS approval, intends to submit future HP-ITD grant applications to secure funding for the activities/projects identified in the PP/TLD. The State stakeholders will meet with the contractor as specified in the contract, onsite or virtually, after approval of the ITD Expanded PP/TLD, to update the PP/TLD annually for two years within the performance period of this grant. The contractor's technical and subject matter expertise is needed to update this "living" document. They will provide a status of New Hampshire's compliance, status of funding, and deployment of future activities/projects identified in the PP/TLD, and any outstanding issues.

**MONITORING AND REPORTING PLAN**

1. The FMCSA NH Division office will be notified of any substantial delays or project obstacles in a timely manner.
2. The DOS ITD team will meet quarterly to monitor and track progress in reaching its goals and benchmarks.
3. NHSP Troop G Sergeants will monitor the State's Data Quality and ITD T-19 and T-22 metrics quarterly to confirm NHDOS continues its Green/Good rating and identify and address any issues that may hamper the State's ITD progress.
4. The NHDOS project manager or designee will update project progress quarterly to FMCSA in the required performance progress report (SF-PPR) and submit in Grants Solutions.
5. The NH State Police Business Administrator will prepare required quarterly financial reports (SF-FFR) and submit in Grants Solutions.
6. The NH State Police Business Administrator will prepare invoices for reimbursement and submit in USDOT's Delphi eInvoicing System.

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2. BUSINESS / TECHNICAL REQUIREMENTS

BUSINESS REQUIREMENTS					
State Requirements			Vendor Response		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B1.1	The Expanded ITD Plan must demonstrate alignment to FMCSA's ITD Plan objective. The plan shall address how the proposed solutions will support goals outlined from <a href="https://itd.fmcsa.dot.gov/ProgramManagement/ExpandedITD">https://itd.fmcsa.dot.gov/ProgramManagement/ExpandedITD</a>	M	Yes	Standard	Iteris will use the FMCSA ITD Program Plan and Top-Level Design Template and Checklist to ensure compliance with program requirements.
B1.2	The vendor shall identify the focus of the State's Expanded ITD program and complete a current state assessment and gap analysis of existing technologies, processes, infrastructure, and interfaces related to the ITD Expanded Plan. <a href="https://itd.fmcsa.dot.gov/ProgramManagement/ExpandedITD">https://itd.fmcsa.dot.gov/ProgramManagement/ExpandedITD</a>	M	Yes	Standard	PP/TLTD Sections 1 and 2
B1.3	The plan shall propose ways to address gaps to ensure seamless integration with FMCSA's systems such as CVIEW, SAFER, or PRISM. The plan should further recommend integration with NH DOT and Federal Highway Administration (FHWA) systems.	M	Yes	Standard	Program Analysis Memo Gap Analysis
B1.4	The Expanded ITD Plan shall adhere to relevant Federal/State regulations and laws including the Federal Information Security Modernization Act and customer service consideration.	M	Yes	Standard	PP/TLTD Section 3
B1.5	The Plan shall adhere to FMCSA's National ITD guidelines and Data Exchange standards and align with federal regulations pertaining to security, privacy, and reporting.	M	Yes	Standard	PP/TLTD Section 3
B1.6	The vendor shall provide a roadmap that indicates proposed technology enhancements, such as intrastate carrier registration, vehicle title, HAZMAT credentialing/permitting, oversize/overweight permitting. Provide timeline, and key milestones.	M	Yes	Standard	PP/TLTD Section(s) 2,4,5, and 6
B1.7	The plan shall include a description of the Expanded ITD project objectives; expected benefits, how projects will operate, and implementation schedule.	M	Yes	Standard	PP/TLTD Section 2
B1.8	The plan must provide the proposed system design, an overview of the State's ITD architecture, description of system components, and interface requirements, involved in the Expanded Plan deployment.	M	Yes	Standard	PP/TLTD Section 3

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B1.9	Shall provide a high-level overview of the types of tests (system testing, interoperability and operational tests).	M	Yes	Standard	PP/TLD Section 3
B1.10	Vendor shall document the products/services that the State may need to procure for each project such as an RFP, contract, and/or in-house resources.	M	Yes	Standard	PP/TLD Section 4
B1.11	The vendor shall provide a plan which outlines the long-term sustainability of ITD Systems	M	Yes	Standard	PP/TLD Section(s) 6 and 7
B1.12	The vendor shall provide a budget and cost analysis for the implementation of the Expanded ITD Plan.	M	Yes	Standard	PP/TLD Section 6

**3. ACTIVITY, DELIVERABLE, AND MILESTONE**

- Deliverable 1: Conduct Kickoff Meeting
- Deliverable 2: Work Plan
- Deliverable 3: Project Status Report
  - Preliminary Materials Review
- Deliverable 4: Initial Assessment Report
- Deliverable 5: Gap Analysis Report
  - Project Prioritization and Funding Plan
  - ITD Program Plan and Top-Level Design Drafts
  - PP/TLD Section 2
  - PP/TLD Sections 3 & 4
- Deliverable 6: System Integration Plan
- Deliverable 7: Interoperability Plan
  - PP/TLD Sections 5, 6, and 7
- Deliverable 8: PP/TLD System Design and Roadmap
- Deliverable 9: Performance Activity Plan
- Deliverable 10: Monitoring and Reporting Plan
  - PP/TLD Section 1
  - ITD Program Plan and Top-Level Design Submitted for Agency Approval
  - Agency Approval
  - Submit Program Plan for FMCSA Review #1
  - Submit Program Plan for FMCSA Review #2
  - Final Approval by FMCSA
- Deliverable 11: Final Expanded PP/TLD
  - FMCSA Approval Letter Received
  - Conduct project Close-out Meeting
  - Deliver Final ITD Technical Memo
    - Final Year PP/TLD Year 1 Invoice
    - Begin Two-Year Maintenance Period

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**4. DELIVERABLE REVIEW AND ACCEPTANCE**

**4.1 Deliverables Review and Acceptance**

The Contractor shall provide a written Certification that a written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

**4.2 Conditional and Unconditional Acceptance**

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the Plan Implementation, in whole or in part, through completion of all Acceptance Review.

**5. CHANGE ORDER**

The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

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A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

**6. IMPLEMENTATION SERVICES**

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan:

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

**7. PROJECT MANAGEMENT**

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

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**7.1 The Contractor Key Project Staff**

**7.1.1. The Contractor's Contract Manager**

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Scott Perley  
570-470-4081  
[sip@iteris.com](mailto:sip@iteris.com)

**7.1.2. The Contractor's Project Manager**

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Delaine Adkins  
T: 208-410-0122 Ofc  
M: 816-694-9921 Cell  
[DAdkins@Iteris.com](mailto:DAdkins@Iteris.com)

Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within ten (10) hour(s) of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

**7.1.3. Change of Project Manager**

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

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**7.1.4. The Contractors Additional Key Project Staff**

The State considers the following individuals to be Key Project Staff for this Project:

Misty Fowler  
Corporate Contracts Manager  
T: 949-691-1197  
M: 949-246-4538  
[contracts@iteris.com](mailto:contracts@iteris.com)

Will Cousins  
Sr. Vice President and Chief Product Officer  
T: 661-524-0445  
[wcousins@iteris.com](mailto:wcousins@iteris.com)

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

**7.1.5. Termination for Lack of Project Management and Key Project Staff**

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

**7.2 The State Key Project Staff**

**7.2.1. The State Contract Manager**

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Tammy Holso  
(603)223-8355  
[Tammy.m.holso@dos.nh.gov](mailto:Tammy.m.holso@dos.nh.gov)

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**7.2.2. The State Project Manager**

The State shall assign a Project Manager. The State's Project Manager is:

Carl Huddleston  
(603)223-8923  
carl.d.huddleston@dos.nh.gov

The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.

**8. WORK PLAN**

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan created by the Contractor and the State is set forth in this Section.

Task Name	Duration
<b>NH ITD Program Plan and Top-Level Design 2025</b>	<b>720 days</b>
<b>Project Management</b>	<b>720 days</b>
<b>Project Team Kickoff Meeting</b>	<b>6 days</b>
Conduct Kickoff Planning Meeting	1 day
Develop and Send Agenda	1 day
Prepare Meeting Materials/Presentation	5 days
<b>Baseline Work Plan (Project Management Plan)</b>	<b>5 days</b>
<b>Draft Project Work Plan Materials</b>	<b>5 days</b>
Identify Core Team members	1 day
Establish Working Group	1 wk
Draft Project Charter	1 day
Develop Team Roster	5 days
Refine Project Plan and Timeline	5 days
Prepare Status Report Template and SharePoint	1 day
Prepare Logs and Misc. Plan Docs	5 days
Conduct Kickoff Meeting	1 day
<b>Deliverable 1: Conduct Kickoff Meeting Complete</b>	<b>0 days</b>
Finalize Project Plan, Charter and Timeline	3 days
Baseline Work Plan Acceptance	5 days

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<i>Deliverable 2: Work Plan Complete</i>	<i>0 days</i>
<b>Project Reporting</b>	<b>720 days</b>
Bi-Weekly PM Call and Status Updates (26) - Year 1	240 days
<i>Deliverable 3: Project Status Reports Complete.</i>	<i>0 days</i>
Special Meetings (TBD)	36 mons
<b>Phase 1: Background and Program Assessment</b>	<b>37.5 days</b>
<b>Preliminary Materials Review</b>	<b>23.5 days</b>
Gather Preliminary Materials	2 wks
Review Background Documentation, Clarify & Category	2 wks
Facilitated Stakeholder Meeting #1 - Current State Review	0.5 days
Map Current Documentation to NH Planning Efforts	3 days
Preliminary Materials Review Complete	0 days
<b>Program Assessment Memo</b>	<b>14 days</b>
Draft Initial Assessment Report	3 days
Review Initial Assessment Report	3 days
Revise Initial Assessment Report	2 days
Review Revised Initial Assessment Report	3 days
Finalize Initial Assessment Report	1 day
<i>Deliverable 4: Initial Assessment Report Complete</i>	<i>0 days</i>
<b>Gap Analysis Report</b>	<b>13 days</b>
Draft Gap Analysis Report	3 days
Review Gap Analysis Report	4 days
Revise Gap Analysis Report	2 days
Review Revised Gap Analysis Report	3 days
Finalize Gap Analysis Report	1 day
<i>Deliverable 5. Gap Analysis Report Complete</i>	<i>0 days</i>
<b>Phase 2: Draft ITD PP/TLD</b>	<b>91.38 days</b>
<b>Facilitated Planned Project Prioritization and Funding</b>	<b>67.5 days</b>
<b>PP/TLD Workshop #1 - Planned Projects</b>	<b>4 days</b>
Prepare Workshop #1 Materials	3 days
Facilitated Workshop #1 - Planned Projects	1 day
<b>PP/TLD Workshop #2 - Operational Scenarios</b>	<b>11 days</b>
Prepare NH ITD PP&TLD Strawman	3 days
Facilitated Workshop #2 - Operational Scenarios	1 day
<b>PP/TLD Workshop #3 - System Architecture</b>	<b>53.5 days</b>
Prepare Draft System Architecture Diagrams	5 days
Develop System Design	5 days
Develop Network Architecture and Standards	5 days
Facilitated Stakeholder Meeting #3 - System Architecture	1 day
<b>PP/TLD Workshop #4 - Project Prioritization and Funding Plan</b>	<b>28 days</b>
Prepare Draft Schedule and Funding Plan	5 days
Facilitated Stakeholder Meeting #4 - Funding and Prioritization Review	1 day
Finalize Project Prioritization and Funding Plan	3 days

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<i>Project Prioritization and Funding Plan Complete</i>	0 days
<b>Draft ITD Program Plan and Top-Level Design</b>	<b>53.88 days</b>
<b>Draft System Integration Plan, Interoperability Plan, PP/TLD System Design and Roadmap</b>	<b>38.88 days</b>
<b>Draft PP/TLD Section 2 - Expanded ITD Program Status and Goals</b>	<b>21.38 days</b>
Draft PP/TLD Sections 2.1 - State ITD Goals, 2.2 Current ITD-Related Activities/Projects	1 wk
Review State ITD Goals and Current ITD-Related Activities/Projects	1 wk
Draft PP/TLD Section 2.3 - Planned ITD Deployment Projects	0.88 wks
Teleconference Review of Planned ITD Projects	1 day
<b>Draft PP/TLD Section 3 - System Design and Architecture and Section 4 - Procurement</b>	<b>17.5 days</b>
Draft PP/TLD Sections 3.1 - Architecture Overview & 3.2 - System Design	2 wks
Review System Design and Architecture Section	1 wk
Draft PP/TLD Section 3.3 - Project Design Elements, Section 3.4 System Testing and Section 4 - Procurement Strategy/Products	0.5 wks
Review Procurement Strategy/Products, Project Design and System Testing Sections	1 wk
<b>Draft Performance Activity and Monitoring and Reporting Plans</b>	<b>20 days</b>
<b>Draft PP/TLD Section 5 - Program Schedule, Section 6-Budget and Section 7 - Deployment</b>	<b>20 days</b>
Draft PP/TLD Sections 5, 6 and 7	1 wk
Draft Monitoring and Reporting Plan	1 wk
Review PP/TLD Sections 5, 6 and 7	1 wk
Review Monitoring and Reporting Plan	1 wk
<b>Draft PP/TLD Section 1 - Intro and Executive Summary</b>	<b>10 days</b>
Draft PP/TLD Section 1	1 wk
Review PP/TLD Section 1	1 wk
<i>ITD Program Plan and Top-Level Design Drafts Complete</i>	0 days
<b>Phase 3: Finalize and Approve NH ITD Program Plan and Top-Level Design (State)</b>	<b>37 days</b>
Finalize PP/TLD Section 2.3	3 days
Finalize PP/TLD Section 2.1, 2.2	1 day
PP/TLD Section 2 Complete	0 wks
Finalize PP/TLD Section 3.1 & 3.2	1 wk
Finalize PP/TLD Sections 3.3 & 3.4	1 wk
PP/TLD Sections 3 & 4 Complete	0 wks
<i>Deliverable 6: System Integration Plan Complete</i>	0 days
<i>Deliverable 7: Interoperability Plan Complete</i>	0 days
Finalize PP/TLD Section 5, 6 & 7	1 wk
PP/TLD Sections 5, 6 and 7 Complete	0 days
<i>Deliverable 8: PP/TLD System Design and Roadmap Complete</i>	0 days
<i>Deliverable 9: Performance Activity Plan Complete</i>	0 days

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<i>Deliverable 10: Monitoring and Reporting Plan Complete</i>	<i>0 days</i>
Finalize PP/TLD Section 1	2 days
PP/TLD Section 1 Complete	0 days
QC Review Final PP/TLD	1 day
<i>ITD Program Plan and Top-Level Design Submitted for Agency Approval</i>	<i>0 days</i>
<b>Agency Approvals</b>	<b>15 days</b>
Prepare PP & TLD Executive Summary and Signature	3 days
Coordinate State Executive Review	1 wk
Obtain Stakeholder Approvals/Signatures	2 wks
<i>Agency Approval Complete</i>	<i>0 days</i>
<b>Phase 4: FMCSA Approval Support</b>	<b>56 days</b>
FMCSA Review PP/TLD for Completeness	5 days
Package PP/TLD Document for FMCSA Approval	1 day
Submit Program Plan for FMCSA Review #1	0 days
FMCSA Approval and/or Recommendation	2 wks
Edit ITD PP & TLD (if needed)	1 wk
Submit Program Plan for FMCSA Review #2	0 days
<i>Final Approval by FMCSA</i>	<i>0 days</i>
<i>Deliverable 11: Final Expanded PP/TLD Completed</i>	<i>0 days</i>
Write-up Communications Summary	1 day
<i>Communications Summary Completed</i>	<i>0.13 days</i>
FMCSA Approval Letter Received	0 days
<b>PP/TLD Year 1 Project Close-out Activities</b>	<b>56 days</b>
Draft Project Close-Out Memo (ITD Technical Memo)	1 wk
Deliver Final (FMCSA Approved) PP & TLD	1 day
Deliver Other Project Documents (Status Reports, etc.)	1 day
<i>Conduct Project Close-out Meeting</i>	<i>1 day</i>
Deliver Final ITD Technical Memo	0 days
Final Year PP/TLD Year 1 Invoice	0 days
<b>Begin Two-Year Maintenance Period</b>	<b>24 months</b>

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

**9. DATA PROTECTION**

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of

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Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.

- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

**11.1 Data Location**

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

**11.2 Security Incident or Data Breach**

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

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**11.3 Breach Responsibilities**

11.3.1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.

11.3.2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

11.3.3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:

- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
- b. promptly implement necessary remedial measures, if necessary; and
- c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

11.3.4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:

- a. the investigation and resolution of the Data Breach;
- b. notifications to individuals, regulators or others required by State law;
- c. a credit monitoring service required by State (or federal) law;
- d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

**10. ADMINISTRATIVE SERVICES**

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

**11. TERMS AND DEFINITIONS**

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

**12. CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

The terms outlined in the Payment Schedule is set forth below:

**1. CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

**2. TRAVEL EXPENSES**

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

**3. SHIPPING FEES**

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

**4. INVOICING**

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract and identified in the Payment Schedule below. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Maintenance shall be paid annually by leveraging the schedule below.

Item	Amount	Date
Annual Maintenance Yr 2	\$77,902.00	June 30, 2026
Annual Maintenance Yr 3	\$81,815.00	June 30, 2027

**5. INVOICE ADDRESS**

Invoices may be sent to:

Department of Safety, Division of State Police  
Business Office  
33 Hazen Drive  
Concord, NH, 03305  
accountspayable@dos.nh.gov

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**6. PAYMENT ADDRESS**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments:  
<https://www.nh.gov/treasury/state-vendors/index.htm>

**7. OVERPAYMENTS TO THE CONTRACTOR**

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

**8. CREDITS**

The State may apply credits due to the State arising out of this Contract, against the Contractor's invoices with appropriate information attached.

**9. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the price for each Deliverable as set forth in the Payment Table, until successful conclusion of the Warranty Period.

**10. PAYMENT SCHEDULE**

**10.1 Contract Type**

This is a Fixed Firm Price Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below

**10.1.1. Activities / Deliverables / Milestones Pricing**

ACTIVITY/DELIVERABLES / MILESTONES PRICING WORKSHEET			
ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
<b>PLANNING AND PROJECT MANAGEMENT</b>			
Conduct Project Kickoff Meeting	Non-Written	6/9/2025	\$ 3,000.00
Work Plan	Written	6/19/2025	\$ 3,000.00
Project Status Reports	Written	6/10/2025	\$ 29,750.00
Initial Assessment Report	Written	7/22/2025	\$ 10,850.00
Gap Analysis Report	Written	7/24/2025	\$ 3,700.00
System Integration Plan	Written	10/22/2025	\$ 24,650.00
Interoperability Plan	Written	10/22/2025	\$ 15,350.00
PP/ITD System Design & Roadmap	Written	10/29/2025	\$ 2,100.00
Performance Activity Plan	Written	10/29/2025	\$ 8,500.00
Monitoring and Reporting Plan	Written	10/29/2025	\$ 5,300.00
Final Expanded PP/ITD Plan	Written	1/28/2026	\$ 67,070.00
<b>Total</b>			<b>\$ 173,270.00</b>

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Contractor Initials: SP  
Date: 05/06/2025

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**10.1.2. Operations, Maintenance and Support Pricing**

ONGOING PLAN MAINTENANCE PRICING WORKSHEET					
ITEM NAME	YEAR 1	YEAR 2	YEAR 3	*YEAR 4	*YEAR 5
PP/TLD Update	-	\$ 69,562.00	\$ 73,050.00	\$ 76,693.00	\$ 80,527.00
Special Meetings	-	\$ 8,340.00	\$ 8,765.00	\$ 9,293.00	\$ 9,663.00
<b>Total</b>		\$ 77,902.00	\$ 81,815.00	\$ 85,986.00	\$ 90,190.00

\*Optional Years

**10.1.3. Implementation Pricing Summary**

IMPLEMENTATION PRICING SUMMARY WORKSHEET		
Pricing TABLE #	PRICE TYPE	TOTAL PRICE
1	Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)	\$173,270.00
2	Ongoing Plan Maintenance Pricing (Ongoing Plan Maintenance Pricing Worksheet)	\$159,717.00
<b>Grand Total</b>		<b>\$332,987.00</b>

**10.1.4. Contractor Staff, Resource Hours and Rates Worksheet**

Vendor Role	Name	Planning and Project Management	Installation and Testing	Deployment	Ongoing Operations	Hourly Rate	Hours X Rate
Project Manager *Key	Delaine Adkins	542	N/A	N/A	N/A	\$265	\$143,630.00
Technical Writer (QA/QC)	Beatrice Villareal	25	N/A	N/A	N/A	\$175	\$ 4,375.00
SME - System Design (QA/QC) *Key	Whitney Raya	23	N/A	N/A	N/A	\$325	\$ 7,475.00
SME - Iteris CVO Products *Key	Amber Butyn	18	N/A	N/A	N/A	\$255	\$ 4,590.00
SME - Software Development Lead *Key	Jason Bowden	20	N/A	N/A	N/A	\$285	\$ 5,700.00
Principle In Charge	Scott Perley	20	N/A	N/A	N/A	\$375	\$ 7,500.00
<b>TOTALS</b>		<b>648</b>					<b>\$173,270.00</b>

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**10.1.5. Future Contractor Rates Worksheet**

The State may request additional Services from the Contractor the State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

FUTURE VENDOR RATES PRICING WORKSHEET					
VENDOR ROLE	SFY26	SFY27	SFY28	*SFY29	*SFY30
Project Manager	\$ 278.00	\$ 292.00	\$ 307.00	\$ 322.00	\$ 338.00
Technical Writer (QA/QC)	\$ 184.00	\$ 193.00	\$ 203.00	\$ 213.00	\$ 224.00
SME - System Design (QA/QC) *Key	\$ 341.00	\$ 358.00	\$ 376.00	\$ 395.00	\$ 415.00
SME - CVO:Products *Key	\$ 268.00	\$ 281.00	\$ 295.00	\$ 310.00	\$ 325.00
SME - Software Development Lead *Key	\$ 299.00	\$ 314.00	\$ 330.00	\$ 346.00	\$ 364.00
Principle In Charge	\$ 394.00	\$ 413.00	\$ 434.00	\$ 465.00	\$ 479.00

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EXHIBIT E – ADMINISTRATIVE SERVICES**

**EXHIBIT E – ADMINISTRATIVE SERVICES**

**1. DISPUTE RESOLUTION**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted under the Contract.

The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

<b>Table E-1.</b>			
<b>DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE</b>			
<b>LEVEL</b>	<b>CONTRACTOR POINT OF CONTACT</b>	<b>STATE POINT OF CONTACT</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	Delanie Adkins	Tammy Holso	5 Days
First	Scott Perley	Carl Huddleston	10 Days
Second	Misty Fowler	Terri Hartley	10 Days
Third	Will Cousins	Tom Conlon	15 Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party’s notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party’s notice is received by the other Party.

**2. ACCESS AND COOPERATION**

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

**3. RECORD RETENTION**

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and

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access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

**4. ACCOUNTING**

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

**5. AUDIT**

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

**6. MISCELLANEOUS WORK REQUIREMENTS**

**6.1 Access to State Systems**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

**6.1.1. Computer Use**

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the

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EXHIBIT E – ADMINISTRATIVE SERVICES**

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individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

**6.1.2. Email Use**

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal email systems” or “State-funded email systems.” Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

**6.1.3. Internet/Intranet Use**

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (Statewide Computer Use Policy is available upon request).

**6.2 State Website Copyright**

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

**6.3 Workplace Hours**

Unless otherwise agreed to by the State, the Contractor’s personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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EXHIBIT F – TERMS AND DEFINITIONS**

**EXHIBIT F – TERMS AND DEFINITIONS**

The following general contracting terms and definitions apply except as specifically noted elsewhere in this Contract.

TERM	DEFINITION
ACCB	SAFER Architectural Configuration Control Board
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
ARC-IT	Architecture Reference for Cooperative and Intelligent Transportation
CAD	Computer Aided Dispatch
CDL	Commercial Driver License
CDLIS	Commercial Driver’s License Information System – Inter-jurisdictional data exchange system to query CDL information from individual state CDL databases.
CMV	Commercial Motor Vehicle
COMM	Communications
Confidential Information	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other.  Confidential Information includes any and all information owned or managed by the State of NH of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
CVIEW	Commercial Vehicle Information Exchange Window.
CVO	Commercial Vehicle Operations – administrative and enforcement activities associated with motor carriers and commercial vehicles.
CVSA	Commercial Vehicle Safety Association
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.

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Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for any other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
DriveWyze	Not an acronym. The DriveWyze wireless E-Screening system.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
FMCSA	Federal Motor Carrier Safety Administration
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
IFTA	International Fuel Tax Agreement – Fuel taxation plan allowing for payment of fuel taxes to multiple states.
Implementation	The process for making the System fully Operational for processing the Data.
Inspect	Third-party inspection application hosted by Iteris, Inc.
IRP	International Registration Plan – Commercial vehicle registration plan that allow for carriers to register vehicles in their home state and pay fees for all states over which they will travel.
ITD	FMCSA Innovative Technology Deployment Program
ITS	Intelligent Transportation Systems – Wide range of technologies applied toward surface transportation systems to increase system efficiencies, capture performance data, and disseminate information.

**STATE OF NEW HAMPSHIRE  
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EXHIBIT F – TERMS AND DEFINITIONS**

LPR	License Plate Reader
MCMIS	Motor Carrier Management Information System – A computerized system whereby the Federal Motor Carrier Safety Administration (FMCSA) maintains a comprehensive record of the safety performance of the motor carriers (truck and bus) and hazardous materials shippers who are subject to the Federal Motor Carrier Safety Regulations (FMCSR) or Hazardous Materials Regulations (HMR).  *Scheduled to be sunsetted and replaced with SafeSpect data lake.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
OOS	Out of Service
OS/OW	Oversize/Overweight
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
PP/TLD	Program Plan and Top-Level Design
PrePass	Electronic, transponder-based, bypass system. Carriers enroll transponders and can bypass fixed inspection facilities based upon PrePass screening algorithms.
PRISM	Performance Registration Information Systems Management – FMCSA program to promote safety-based registration and roadside targeting of at-risk carriers.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
RFP	Request for Proposal
RMS	Records Management System
SAFER	Safety and Fitness Electronic Records – Database of commercial carrier and vehicle safety and census information. *Planned to be sunsetted. Transactions will be moved to SafeSpect data lake.

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SAFESPECT	Not an acronym. New FMCSA data lake and web based inspection application. SafeSpect will eventually replace all existing FMCSA applications (SAFER, MCMIS, etc.) as the FMCSA system modernization project is implemented.
SAFETYNET	Not an acronym. PC based system allowing entry access, analysis and reporting of data from driver/vehicle inspections, crashes, compliance reviews, assignments, and complaints. *To be sunsetted in 2025.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
SME	Subject Matter Expert
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
VPN	Virtual Private Network – A network that provides secure, remote access into an enterprise network.
VWS	Virtual Weigh Station

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EXHIBIT F – TERMS AND DEFINITIONS

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Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

STATE OF NEW HAMPSHIRE  
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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

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**EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

1. **CONTRACTOR CERTIFICATES**
  - a. Contractor's Certificate of Good Standing
  - b. Contractor's Certificate of Vote/Authority
  - c. Contractor's Certificate of Insurance

*Remainder of this page intentionally left blank*

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, 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

Certificate Number: 0007175450



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of May A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**SECRETARY'S CERTIFICATE  
OF  
RESOLUTIONS  
OF THE BOARD OF DIRECTORS OF  
ITERIS, INC.**

**CONFIRMATION OF OFFICERS**

**WHEREAS**, the Board wishes to confirm the powers, duties, and responsibilities of officers of Iteris, Inc., a Delaware corporation (the "*Corporation*").

**RESOLVED**, that the following persons be, and hereby are, confirmed as officers of the Corporation, to hold the offices identified opposite their respective names, to have the powers, duties and responsibilities in such offices as are specified by the Bylaws of the Corporation and by applicable law, to serve at the pleasure of the Board, and are granted the powers, duties, and responsibilities to perform their assigned duties, to fulfill obligations of the Corporation, and to execute on behalf of the Corporation such business and financial documents related to such duties and obligations including, as applicable, binding contracts and other instruments of the Corporation:

<u>Name</u>	<u>Office</u>
Joe Bergera*	Chief Executive Officer and President
Kerry Shiba*	Senior Vice President and Chief Financial Officer, Treasurer and Secretary
Todd Kreter*	Senior Vice President and Chief Technology Officer
Will Cousins*	Senior Vice President and Chief Product Officer
Khristine Arakaki	Assistant Secretary

\*These individuals are the only persons meeting the definition of, and shall constitute, the "officers" of the Corporation for purposes of Section 16 of the Securities Exchange of 1934 and related rules (and shall be listed as executive officers in the Corporation's proxy statement or Annual Report on Form 10-K).

**RESOLVED FURTHER**, that the persons listed below are designated as corporate officers for the purposes of performing the duties applicable to their titles/assignments. These persons are appointed to serve at the pleasure of the Board and are granted the powers, duties, and responsibilities to perform their assigned duties, to fulfill obligations of the Corporation, and to execute on behalf of the Corporation such business and financial documents related to such duties and obligations including, as applicable, binding contracts and agreements.

<u>Name</u>	<u>Title/Assignment</u>
Khristine Arakaki	Vice President, Legal
Christos Achillides	Vice President

<u>Name</u>	<u>Title/Assignment</u>
Brian Akerley	Vice President, CEMs
Steven Bradley	Regional Vice President, Consulting Solutions, Pacific
Scott Carlson	Sr. Vice President & General Manager, Mobility Professional Services
Brian Gerken	Vice President, Business Operations, Consulting Solutions
Brian Girardot	Vice President Sensor Sales
Cliff Heise	Regional Vice President, Consulting Solutions, Central
David Huynh	Vice President
Jeff McDermott	Sr. Vice President and Chief Human Resources Officer
Joseph Molinaro	Vice President
Scott Perley	Vice President, Program Management
Pierre-André "P-A" Rebeyrat	Sr. Vice President, Marketing and Strategic Business Development
Tiffany Symes	Vice President, Product Management
Cindy Tat	Vice President & Controller
Anita Vandervalk-Ostrander	Regional Vice President, Consulting Solutions, East
Steven "Ziggy" Yasbek	Vice President, Financial Planning & Analysis
Moe Zarean	Sr. Vice President & General Manager, Mobility Operations Services

The undersigned does hereby certify that she is the duly elected and acting assistant secretary of Corporation.

The foregoing Resolutions of the Board was unanimously approved at the May 16, 2024 Board meeting.

IN WITNESS WHEREOF, the undersigned has executed this Certificate effective as of May 16, 2024.

*Kristine Arakaki*

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Kristine Arakaki, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/29/2025

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 have ADDITIONAL INSURED provisions or 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> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	<b>CONTACT NAME:</b> PHONE (Ac. No. Ext): (866) 283-7122      FAX (Ac. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Iteris, Inc. 1700 Carnegie Avenue Suite 100 Santa Ana CA 92705 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> The Continental Insurance Company		35289
	<b>INSURER B:</b> American Casualty Co. of Reading PA		20427
	<b>INSURER C:</b> Valley Forge Insurance Co		20508
	<b>INSURER D:</b> Lexington Insurance Company		19437
	<b>INSURER E:</b> <b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 570112300877      **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	ADD. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			8018834238	04/01/2025	04/01/2026	EACH OCCURRENCE	\$1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
								MED EXP (Any one person)	\$15,000
								PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS - COMP/OP AGG	\$2,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)		
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)		
							BODILY INJURY (Per accident)		
							PROPERTY DAMAGE (Per accident)		
	UMBRELLA LIAB						EACH OCCURRENCE		
	EXCESS LIAB						AGGREGATE		
	DED    RETENTION								
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			8018835079	04/01/2025	04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AOS 8018834966 CA	04/01/2025	04/01/2026	E.L. EACH ACCIDENT	\$1,000,000	
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000	
							E.L. DISEASE-POLICY LIMIT	\$1,000,000	
D	Architects & Engineers Professional Liability			015136071	04/01/2025	04/01/2026	Each Claim	\$5,000,000	
							Aggregate	\$5,000,000	
							SIR	\$500,000	

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

Evidence of Insurance.

<b>CERTIFICATE HOLDER</b>  N.H. Department of Safety Division of State Police 33 Hazen Drive Concord NH 03305 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier : 570112300877 Certificate No : 570112300877