



# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

April 12, 2018

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

## Requested Action

The Department of Safety (DOS), Division of Emergency Services and Communications requests authorization to enter into a **sole source** contract with Motorola Solutions, Inc., (Vendor Code #175420-B001) to provide services for an amount not to exceed \$4,998,000.00 to deliver and install a P25 VHF digital conventional radio system and dispatch console upgrade ("System") from the existing legacy radio environment. Effective upon Governor and Council approval through June 30, 2020. Funding source: 100% Capital Funds.

Funds are available in the SFY 2018/SFY 2019 capital operating budget with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	<u>SFY 2018</u>	<u>SFY 2019</u>	<u>Subtotal</u>
02-23-23-230030-5296000 Dept. of Safety – Safety – 15-220:1-XIV-D- Radio Interoperability 034-500160 Capital Projects – Major Equipment	\$35,600.12	\$263,964.04	\$299,564.16
02-23-23-230030-8285000 Dept. of Safety – Safety – 15-220:2-IT-C- Radio Interoperability 034-500160 Capital Projects – Major Equipment	\$434,617.74	\$3,222,557.82	\$3,657,175.56
02-23-23-230030-7974000 Dept. of Safety – Safety – 13-195:XIV-A- Radio Interoperability 034-500160 Capital Projects – Major Equipment	\$41,787.32	\$114,401.72	\$156,189.04
02-23-23-230030-7982000 Dept. of Safety – Safety – 13-195:2-I:A- Radio Interoperability 034-500160 Capital Projects – Major Equipment	\$236,794.82	\$648,276.42	\$885,071.24
		Total	\$4,998,000.00

## Explanation

This contract is **sole source** because Motorola Solutions, Inc. is the vendor best equipped to provide an interoperable radio system solution that is compatible with existing infrastructure investments made by County and Local Communication Centers. This contract provides for the upgrade and replacement of the Department's existing legacy radio environment. The new system will provide improved reliability and enhanced functionality needed for multi-jurisdictional interoperability. The move to a P25 compliant IP based system will allow seamless integration with the existing Motorola-based systems used by County local law enforcement partners.

His Excellency, Governor Christopher T. Sununu  
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The Department's existing radio system is well beyond end-of-life and is vulnerable to disruptions of service. Components are no longer supported and parts required for repair and replacement are increasingly difficult to find and often no longer available. The new P25 compliance system has been designed for continuous mission critical public safety use and includes geographic redundant hardware and design to ensure no single points of failure occur within the system. State of the art components will ensure continued service and support and provide opportunities for technological scalability. The completed system upgrade will include 14 standalone RF sites as well as 5 simulcast cells comprised of 19 simulcast repeaters (24 physical sites), and 24 console positions across 6 dispatch locations.

The Department of Safety issued a Request for Proposals (RFP) for a P25 compliant Public Safety Radio System on November 4, 2016. Motorola Solutions, Inc. was the only vendor to submit a proposal; however, the proposal was not fully compliant with the RFP requirements and could not be accepted. The Department of Safety chose to procure a P25 compliant Public Safety Radio System directly from Motorola Solutions, Inc. Motorola will be contracting with New Hampshire based vendors Ossipee Mountain Electronics (Moultonborough), 2-Way Communications (Newington), and Green Mountain Communications (Pembroke) to install system equipment at multiple locations across the state. The upgraded system will markedly improve the resiliency, redundancy, and interoperability of the Department's radio system, resulting in increased officer safety across the State.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety



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

**Denis Goulet**  
*Commissioner*

April 17, 2018

John J. Barthelmes, Commissioner  
Department of Safety  
State of New Hampshire  
110 Smokey Bear Boulevard  
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Motorola Solutions Inc., of Chicago, IL as described below and referenced as DoIT No. 2018-150.

The purpose of this request is to enter into a contract with Motorola to provide services to the Department of Safety, Division of Emergency Services and Communications. Motorola will provide a P25 VHF Digital Conventional compliant radio system for the State of New Hampshire. All the proposed system components must be P25 compliant.

This is a Firm Fixed Price (FFP) Contract totaling \$ 4,998,000 effective upon Governor and Executive through June 30, 2020.

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

Sincerely,

Denis Goulet

DG/ik  
DoIT #2018-150

cc: Scott Hopkins, IT Manager, DoIT

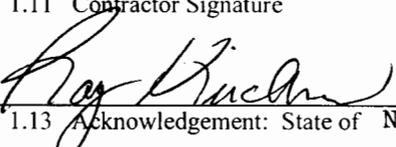
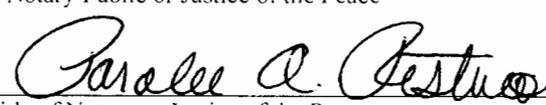
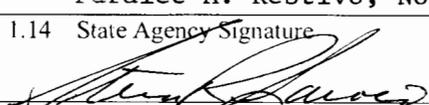
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Division of Emergency Services and Communications		1.2 State Agency Address 110 Smokey Bear Boulevard, Concord, NH 03301	
1.3 Contractor Name Motorola Solutions, Inc.		1.4 Contractor Address 123 Tice Boulevard, Suite 202, Woodcliff Lake, NJ 07667	
1.5 Contractor Phone Number 1-(201) 573-0328	1.6 Account Number 02-23-23-230030-52960000-034  02-23-23-230030-82850000-034  02-23-23-230030-79740000-034  02-23-23-230030-79820000-034	1.7 Completion Date 06/30/2020	1.8 Price Limitation \$4,998,000
1.9 Contracting Officer for State Agency Steven Lavoie, Director of Administration		1.10 State Agency Telephone Number 603-223-8020	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Roy Kirchner, Motorola Solutions, Inc.	
1.13 Acknowledgement: State of <del>New Jersey</del> County of <del>Bergen</del>  On <b>April 18, 2018</b> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  <div style="display: flex; justify-content: space-between; align-items: center;"> <span>[Seal]</span>  <div style="text-align: right;"> <b>PARALEE A. RESTIVO</b>  <b>NOTARY PUBLIC OF NEW JERSEY</b>  <b>My Commission Expires 10/18/2021</b> </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace  Paralee A. Restivo, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Dir. of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form. Substance and Execution) (if applicable)			

By: 	On: 4-25-18
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i>	
By:	On:

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 P25 RADIO UPGRADE PROJECT  
 CONTRACT DESC 2018-001  
 PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

**New Hampshire Department of Information Technology  
 Contract Cover Sheet**

**Name of Agency/Division:**

Division of Emergency Services and Communications

**Contract Number/Name:**

DESC 2018-001

**Contract Purpose:**

Upgrade to a P25 VHF Digital Conventional compliant radio system for the State of New Hampshire. All the proposed system components must be P25 compliant.

**Name of Vendor:**

Motorola

**Who Negotiated the Contract:**

DESC

**Amount of Contract:**

\$4,998,000

**Funding Source:**

Capital

**Term of Contract:**

Thru 6/30/2020

**Is this an amendment?**

N

**Competitive Bid Process: (Explain if "No")**

**Background Information:**

**Special Concerns:**

**Amendment History (if applicable):**

**Submitted By: Robert Lussier**

**Phone: 223-4204**

**Current Date: 4/9/2018**

**Email: blussier@e911.nh.gov**

**STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
P25 RADIO UPGRADE PROJECT  
CONTRACT DESC 2018-001  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

**RFP/CONTRACT BEST PRACTICES CHECKLIST**

**DoIT IT Leaders:** This checklist includes a list of key concerns and frequent comments made by DoIT Technical Reviewers. Before posting RFPs and contract for technical review on the "S" Drive, complete this checklist and post it along with your documents for DoIT Technical Review. If questions are not applicable, please respond N/A.

Y/N	Comments or Page Reference	Project Management
N/A		Does the RFP's provide enough information to the vendor so will be able to identify staffing effort to quote the project as accurately as possible?
Y		Have you specified both State and vendor roles during the project?
Y		Have you engaged all divisions in an early DoIT project discussion/notification to identify potential roles/responsibilities?
Y		Have you considered using an Open Source solution and open data formats?
Y		Have you included a payment holdback?
Y		Have you identified and addressed the intellectual property requirements including but not limited to?
	Software is embedded in the equipment	Will the vendor own the SW code and license it to the State?
	Motorola	Which party will own the title to custom modifications of the code?
		Are there any requirements imparted by funding authorities such as the federal government?
		Will the state own the data collected by the application?
		Will the vendor have any rights to the data?
		Does this contract have contingency funds for future deliverables under the contract?
Y	Any change orders that require additional funding would require contract amendment.	If the contract has contingency fund, does your agency know that any project change orders will require DoIT Technical Review?
Y/N	Comment	System Development and Licensing
Y		Have you specified the licensing requirements for all software to be acquired?
	Motorola	Who owns the software licenses?

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PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

Y		Do all vendor and third party licenses co-terminate so there is no interruption in services?
<b>Y/N</b>	<b>Comment</b>	<b>Implementation</b>
Y		Have you specified the server and network topology? Where will devices reside?
	<b>Core Locations</b> <input type="checkbox"/> IPOC – Primary Core <input type="checkbox"/> Laconia – DSR Core <b>Dispatch Locations</b> <input type="checkbox"/> IPOC <input type="checkbox"/> Twin Mountain <input type="checkbox"/> Radio Shop <input type="checkbox"/> Fish and Game <input type="checkbox"/> Laconia <input type="checkbox"/> State Hospital All SP Troop tower locations as well.	
		What versions of Operating System (OS), Internet Explorer (IE) or other software is required?
	We are replacing the hardware	Does existing hardware support the system?
N		Will new hardware be required, including desktop systems?
Y		Is there an implementation plan for the server environment?
Y		Does the contract specific roles/responsibilities for management of the DEV, TEST, and PRODUCTION environments?
Y		Have you included the minimum specifications for the devices that will need to run the application?
N		Does this application require client software to be installed on the desktop or does it have any other impact to desktop devices? If so, is it clearly described in the requirements?
N/A		Is there an implementation or rollout plan for desktops?
N/A		Have the required database administrator services been specified for the implementation phase of the project?
Y		Does the contract clearly indicate that testing of all applications provided by the vendor must take place during UAT?
Y		Has Performance Testing and Tuning been clearly noted as a vendor

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PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

		responsibility in the contract.
Y		Is there a deliverable to share ALL testing results with the State Project Team?
<b>Y/N</b>	<b>Comment</b>	<b>DoIT Hosted Solution</b>
		Have you had the "vendor recommended" configuration reviewed by the appropriate DoIT technical team? <b>Yes, Radio technical team.</b>
		Is it mandatory that promotion through the environments follow DoIT standards? <b>N/A</b>
		Has the vendor provided justification for server settings that are not in compliance with State Standards? <b>For Discussion</b>
		Has the vendor provided full networking requirements about ports and services required to use the application? <b>Part of Configuration Plan</b>
		Does the vendor require remote access via VPN to any of the environments? <b>N</b>
<b>Y/N</b>	<b>Comment</b>	<b>Vendor Hosted Solutions</b>
		Have you included provisions for State data to be transferred at the end of the contract? Have you specified the format? <b>NA</b>
		Have you specified data center requirements? <b>NA</b>
		Have you made any changes to the requirements for hosted solutions? If yes, please provide details? <b>NA</b>
		Have you identified how SoNH staff access the hosted environment? <b>NA</b>
		Have you specified up time metrics for hosted applications? These should be (at a minimum) 99.9% (43 minutes outage a month outside the maintenance window)? <b>For discussion</b>
		If data is breached, is it clear that the vendor is liable for all costs associated with the breach? <b>NA</b>
		Have you defined a strategy for determining hardware infrastructure for disaster recovery? <b>For discussion</b>
<b>Y/N</b>	<b>Comment</b>	<b>Interfaces</b>
		Is there a financial component (accounts receivable, billing, and inventory) that could be performed by the NH FIRST Lawson system? <b>N</b>
		If yes, has the agency business office and DAS Bureau of Accounts been part of the requirements? <b>NA</b>
		Are there interfaces or data exchanged with other entities, internal and external applications, to/from State of NH application? Have you included provisions for interface development and data security? <b>N</b>
		Have you included an adequate description of any hardware or software that the new solution will be interfacing with? <b>Y (Exacom)</b>
<b>Y/N</b>	<b>Comment</b>	<b>Back Up, Disaster Recovery, and COOP</b>
		Have you specified backup requirements? <b>Section for discussion</b>

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PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

		If data backup or archiving is required, what is the time period to cover?
		Are there any special tape requirements?
		If this is a database application, have you determined how those files, which are usually open, will be backed up?
		If this is a database, have you spoken to the DBA's about transaction logging?
		Have you specified disaster recovery/fail-over requirements?
		Has volume analysis been performed for the information that will be generated?
		Has usage analysis been performed for the information that will be generated?
		Does the agency have business processes in place in the event the application is unavailable?
<b>Y/N</b>	<b>Comment</b>	<b>Security</b>
		If the data includes any personal, financial, medical or other sensitive data, please identify security standards by referencing where it listed. <b>Section for discussion</b>
		Do your requirements include a provision for independent penetration testing of the system?
		Have you specified user access requirements – authorization and authentication?
		Have you included a requirement and deliverable for independent security verification and validation?
		If internal (SoNH employees) and external users will be logging into the system what mechanism will be used for authentication of both?
		Have you specified the use of complex passwords and other security related "best practices" as described in DoIT Standard <b>NHS - 08.27.2009 - v.6.?</b>
		Do other security considerations need to be taken into account; IE: PCI, HIPAA, FISMA, and etc?
<b>Y/N</b>	<b>Comment</b>	<b>Support and Maintenance</b>
		What type of maintenance is required? Will normal next day during business hours suffice or is 7x24x365 coverage required? <b>Section for discussion</b>
		Have you specified the desired maintenance windows for the server environment?
		If the software requires updates, can this be done using an automated mechanism?
		If there are desktop clients, can updates be managed by the enterprise distribution team?
		What are the hours you expect the system to be in use?
		Is the system internal only or are there external users?
		If there are external users, is there a business process in place to provide support and training?

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		Will the DoIT Help Desk intake support calls for the system?
		Have you included a requirement for "knowledge transfer" training, not just training for end-users?

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**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Contractor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System.
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system.
<b>Beneficial Use</b>	Means when the State first uses the System or a subsystem for operational purposes, prior to System Acceptance (excluding training or testing).
<b>Certification</b>	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that Contractor has completed and the State has received all Deliverables and certified its readiness for applicable Acceptance Testing or Review for system acceptance and final project acceptance.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications, as described in Part 2 of the Contract, Section 9.
<b>Completion Date</b>	End date for the Contract.
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure under the Contract.
<b>Contract</b>	This duly executed and legally binding agreement between the State and the Contractor, which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties as specified in the Contract Documents (See Part 2 of the Contract, Section 1.1). The term includes "Agreement."
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Managers</b>	The persons identified by the State and the Contractor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contract Price</b>	The total price to be paid by the State to the Contractor for the

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	Equipment, Software and related services described in the Contract. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B.
<b>Contractor</b>	The party whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract. The term includes "Vendor."
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Data</b>	State's records, files, forms, data and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the Contract Term.
<b>Data Breach</b>	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted non-public data.
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
<b>Deliverable</b>	A Deliverable is any Written or Non-Software Deliverable (such as letter, reports, specifications, designs, plans drawing, analytics, or other technical or business information), provided by the Contractor to the State in performance of the Services and is obligated to provide to the State under the terms of this Contract. The Deliverables, if any, are more fully described in the Contract SOW, Contractor's Proposal dated April 6, 2018, Section 2.
<b>Department of Information</b>	The Department of Information Technology established under

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<b>Technology (DoIT)</b>	RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All product and software documentation that describes the installation, operation, and use of the System, either in printed or electronic format.
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
<b>Encryption/Encrypted</b>	Supports the transformation of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
<b>Equipment</b>	Hardware components of the Solution purchased by the State from Contractor under this Contract. Equipment that is part of the System is described in the Equipment List, as provided in Contractor’s Proposal, dated April 6, 2018, Section 3.2.
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Contractor’s cost experience in performing the Contract.
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
<b>Implementation</b>	The process of installation of the System through full operation and System Acceptance, including without limitation, training, business and technical procedures.
<b>Implementation Plan</b>	Sets forth the transition from installation of the System to full operation and System Acceptance, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>Key Project Staff</b>	Personnel identified by the State and by Contractor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire, Department of Safety, through its Division of Emergency Services and Communications.

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<b>Motorola Software</b>	Software that Motorola or its affiliated companies owns.
<b>Non-Motorola Software</b>	Software that a party other than Motorola or its affiliated companies owns.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
<b>Normal Business Hours</b>	Normal Business Hours – 7:00 a.m. to 4:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided. The term includes Work Hours.
<b>Notice to Proceed (NTP)</b>	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software with freely obtainable source code, license for modification or permission to free distribution and that gives the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>Operational</b>	Operational means that the System is operating 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 a Final System Acceptance.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
<b>Project</b>	The planned undertaking regarding the entire subject matter of this Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and Contractor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Contractor to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State’s and the Contractor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
<b>Project Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities of the Parties under the Contract.
<b>Project Staff</b>	State personnel assigned to work with the Contractor on the

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	Project.
<b>Proposal</b>	The submission from the Contractor dated April 6, 2018 containing the Statement of Work and describing in detail the Equipment, Software and related Services to be provided and performed by the Contractor and how the Contractor and the State will accomplish such performance.
<b>Proprietary Materials</b>	Certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which the Contractor has developed prior to, or independently from, the provision of the Services and/or which the Contractor licenses from third parties.
<b>Proprietary Rights</b>	Patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by the Contractor under this Contract and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by the Contractor or another party.
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance.
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network.
<b>Services</b>	The goods, maintenance, support, warranty or other services provided under this Contract, including the work or labor to be performed by the Contractor on the Project as described in the Contract and Statement of Work, Contractor's Proposal dated April 6, 2018, Section 2.
<b>Software</b>	(i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by the Contractor; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Contract.
<b>Software Deliverables</b>	The Software provided under this Contract and any Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract, a copy of which is attached hereto as Exhibit H and incorporated herein by reference.

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<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, the combination of the System, including Equipment, Software and related Services, addressing the requirements and terms of the Specifications.
<b>Specifications</b>	The written Specifications that set forth the functionality and performance requirements that are described in the technical and implementation documents which include, without limitation, the Proposal, the Contract, any performance standards, Documentation 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.
<b>State or Customer</b>	STATE is defined as: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301 Reference to the term “State” shall include applicable agencies.
<b>Statement of Work (SOW)</b>	The Statement of Work defines a high level view of the architecture, performance and design requirements, and the roles and responsibilities of the State and the Contractor, as well as the results that the Contractor remains responsible and accountable for achieving, as described in Exhibit N, Contractor’s Proposal dated April 6, 2018, Section 2.
<b>State’s Confidential Records</b>	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
<b>State Data</b>	Any data contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year.
<b>State’s Project Manager (PM)</b>	State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	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.
<b>System</b>	All Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined, integrated and functioning together as a System in accordance with the Specifications and the Statement of Work.
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify that the System (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking

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	mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Transition Services</b>	The services, proposed by the Contractor and approved by the State, that the Contractor shall perform for transitioning the project to warranty support and service, as referenced in the Customer Support Plan, Contractor's Proposal, Section 2.10.2.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify that the System they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network.
<b>Warranty Period</b>	A period of coverage equal to 1 year from System Acceptance for Equipment, Software or Services related to System during which Contractor is responsible for providing warranty services as more further described in Exhibit I. Unless otherwise stated in the Contract SOW or Addendum to the Contract, the warranty period for other Services means ninety (90) days from performance of the Service or the expiration of the Warranty Period, whichever is longer.
<b>Work Plan</b>	The overall plan of 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 Exhibit I. The Work Plan shall include a detailed description of the Project Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable, including Documentation (letter, report, manual, specifications, book, other) provided by the Contractor either in paper or electronic format.

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**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Safety, Division of Emergency Services and Communications (“State”), and Motorola Solutions, Inc., a Delaware Corporation, (“Motorola” or “Contractor”), having its principal place of business at 500 West Monroe, Chicago, Illinois 60119. The State and the Contractor may be referred to individually as a “Party” and collectively as the “Parties.”

Contractor will provide, and the State will purchase, a P25 VHF Digital Conventional compliant radio system for the State of New Hampshire. All the proposed system components must be P25 compliant.

**RECITALS**

The State desires to have Contractor provide the System and associated Services for the State;

Contractor wishes to provide the System and associated Services for the State.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 CONTRACT DOCUMENTS**

This Contract Agreement (DESC 2018-001) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provisions
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
  - Exhibit A- Deliverables
  - Exhibit B- Price and Payment Schedule
  - Exhibit C- Special Provisions
  - Exhibit D- Administrative Services
  - Exhibit E- Implementation Services
  - Exhibit F- Testing Services
  - Exhibit G- Work Plan
  - Exhibit H- Software Licenses
  - Exhibit I- Warranties
  - Exhibit J- Training Services
  - Exhibit K- System Acceptance Certificate
  - Exhibit L- Contractor Proposal, by reference
  - Exhibit M- Certificates and Attachments

**1.2 ORDER OF PRECEDENCE**

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. State of New Hampshire, Department of Safety, Division of Emergency Services and Communications Contract DESC 2018-001, including Parts 1, 2, and 3.
- b. Contractor Proposal dated April 6, 2018, Exhibit L.

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**2. CONTRACT TERM**

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval (“Effective Date”).

The Contract shall begin on the Effective Date and extend through June 30, 2020. Contractor shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require Contractor to commence work prior to the Effective Date; however, if Contractor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Contractor. In the event that the Contract does not become effective, the State shall be under no obligation to pay Contractor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

The parties will perform their respective responsibilities in accordance with the Project Schedule.

**3. COMPENSATION**

**3.1 CONTRACT PRICE**

The Contract Price is identified in Part 1, P-37, Block 1.8 Price Limitation. Method of payment and terms of payment are identified and more particularly described in Part 1, P-37, Section 5 and Part 3, Exhibit B: *Price and Payment Schedule*.

**4. CONTRACT MANAGEMENT**

The Project will require 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 shall be responsible for managing the Project to its successful completion.

**4.1 THE CONTRACTOR’S CONTRACT MANAGER**

Contractor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. Contractor’s Contract Manager is:

Scott Cruikshank  
Senior Account Manager  
225 Cedar Hill Street  
Marlborough, MA. 01752  
Tel: (978) 270-5505  
Email: scott.cruikshank@motorolasolutions.com

**4.2 THE CONTRACTOR PROJECT MANAGER**

**4.2.1**

Contractor shall assign a Project Manager who meets the requirements of the Contract. Contractor’s selection of the Contractor Project Manager shall be subject to the prior written approval of the State. The State’s approval process may include, without limitation, at the

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State's discretion, review of the proposed Contractor Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contractor Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

- 4.2.2** The Contractor Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. The Contractor Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. The Contractor Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor Project Manager must work diligently and use his/ her commercially reasonable efforts on the Project.
- 4.2.3** Contractor shall not change its assignment of Contractor Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor Project Manager shall not be unreasonably withheld. The replacement Contractor Project Manager shall have comparable or greater skills than Contractor Project Manager being replaced; meet the requirements of the Contract; and be subject to background checks described above in Section 4.2.1: *The Contractor Project Manager*, and in Section 4.6: *Background Checks*, below. Contractor shall assign a replacement Contractor Project Manager within ten (10) business days of the departure of the prior Contractor Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Contractor Project Manager.
- 4.2.4** Contractor Project Manager is:  
Scott Milligan  
86 Maple Ridge Drive  
Winthrop, ME. 04364  
Tel: (207) 215-6446  
Email: [scott.milligan@motorolasolutions.com](mailto:scott.milligan@motorolasolutions.com)

**4.3 Contractor KEY PROJECT STAFF**

- 4.3.1** Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Solution meeting the Contract requirements. The State may conduct background checks on Contractor Key Project Staff. The State reserves the right to require removal or reassignment of Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Section 4.6: *Background Checks*.
- 4.3.2** Contractor shall not change any Contractor Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State

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approvals for replacement of Contractor Key Project Staff will not be unreasonably withheld. The replacement Contractor Key Project Staff shall have comparable or greater skills than Contractor Key Project Staff being replaced; meet the requirements of the Contract, and be subject to background checks described in Section 4.6: *Background Checks*,

**4.4 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:

Robert Lussier  
Assistant Director  
110 Smokey Bear BLVD  
Concord, NH 03305  
Tel: 603-271-6911  
Fax: 603-271-6609  
Email: pdenutte@e911.nh.gov

**4.5 STATE PROJECT MANAGER**

**4.5.1** The State shall assign a Project Manager. The State Project Manager’s duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all vendors 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 proposals;
- g. Managing stakeholders’ concerns.

The State Project Manager is:

Peter DeNutte  
Assistant Director  
110 Smokey Bear BLVD  
Concord, NH 03305  
Tel: 603-271-6911  
Fax: 603-271-6609  
Email: pdenutte@e911.nh.gov

**4.6 BACKGROUND CHECKS**

The State may, at its sole expense, conduct background screening of the Contractor Project Manager and Contractor Key Project Staff. No Contractor personnel shall be appointed as Key Project Staff who have been convicted of any felony level offense, or convicted of any sexual offense or offense against a child as defined in RSA 651-B, or convicted of perjury, or convicted of any assault-related offenses in RSA 631, or

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convicted of any theft-related offenses in RSA 637, or who have any protective orders in effect against them. The State shall maintain the confidentiality of background screening results in accordance with Section 11: *Use of State's Information, Confidentiality*.

**5. DELIVERABLES**

**5.1 CONTRACTOR RESPONSIBILITIES**

Contractor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. Contractor must submit all information and documentation relating to the Subcontractor including terms and conditions consistent with this Contract. The State will consider Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract, except for amounts owed by the State to the Contractor.

**5.2 DELIVERABLES AND SERVICES**

Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*. Upon its submission of a Deliverable or Service, the Contractor will provide notice that it has performed its obligations under the Contract associated with the Deliverable or Services which requires review and Acceptance by the State. Any electronically submitted Deliverables shall be encrypted.

**5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE**

After receiving written Certification from Contractor that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Contractor's written Certification. If the State rejects the Deliverable, the State shall notify Contractor of the nature and class of the Deficiency and Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for Contractor's correction of the Deliverable is identified, Contractor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Contractor in default, and pursue its remedies at law and in equity.

**5.4 SYSTEM AND DELIVERABLES REVIEW AND ACCEPTANCE**

System Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

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**6. SOFTWARE**

**6.1 Motorola Software.** Any Motorola Software, including subsequent releases, is licensed to the State solely in accordance with the Software License Agreement attached to the Contract as Exhibit H. The State hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

**6.2 Non-Motorola Software.** Any Non-Motorola Software is licensed to the State in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to State in accordance with, and State agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by State, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Contract; and if so, identify the Open Source Software and provide to State a copy of the applicable standard license (or specify where that license may be found); and provide to State a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

**7. SERVICES**

Contractor shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

**7.1 ADMINISTRATIVE SERVICES**

Contractor shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: Administrative Services.

**7.2 IMPLEMENTATION SERVICES**

Contractor shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: Implementation Services.

**7.3 ACCEPTANCE AND TESTING SERVICES**

Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: Testing Services.

**7.4 TRAINING SERVICES**

Contractor shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit J: Training Services.

**7.5 SUPPORT SERVICES**

Support for the Motorola Software will be in accordance with the Contractor's 6.0 Software Support Policy ("Policy"). Copies of the Policy can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to the State upon written request. See also Attachment A to Contractor's Proposal, Section 9.

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**7.6 WARRANTY SERVICES**

Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit I: Warranty Services.

**7.7 TOOLS** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. The State will safeguard all such property while it is in the State custody or control, and return it to Motorola upon request. This property will be held by the State for Motorola's use without charge and may be removed from the State's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, the State's shall return to Motorola all equipment delivered to the State.

**8. WORK PLAN DELIVERABLE**

Contractor shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit G: *Work Plan*. Contractor shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit G: *Work Plan*. The updated Contract Exhibit G: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit G: *Work Plan* shall not relieve Contractor from liability to the State for damages resulting from Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Project Schedule.

In the event of any delay in the Project Schedule, Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Contractor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected impact on the Project Schedule.

In the event additional time is required by Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay results from Contractor's failure to fulfill its obligations under the Contract due to force majeure. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

The State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Contractor's Work Plan or elements within the Work Plan and Contractor fails to cure the default within the Cure Period.

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**9. CHANGE ORDERS**

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions 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, or the Work Plan. Notwithstanding the foregoing, any changes shall be mutually agreed upon between the parties in writing.

Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must 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.

All Change Order requests from Contractor to the State, and the State acceptance of Contractor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

**10. INTELLECTUAL PROPERTY**

**10.1 SOFTWARE TITLE**

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with Contractor.

**10.2 STATE'S DATA AND PROPERTY**

All rights, title and interest in State Data shall remain with the State. All Data and any property which has been received from the State, or any property purchased with funds provided for that purpose under this Contract, excluding Motorola intellectual property, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Contract for any reason.

**10.3 CONTRACTOR'S MATERIALS**

In accordance with the provision of this Contract, Contractor shall not distribute any products containing or disclose any State Confidential Information. Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by Contractor employees or third party consultants engaged by Contractor.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and

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other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

**10.4 STATE WEBSITE COPYRIGHT**

**WWW Copyright and Intellectual Property Rights**

All right, title and interest in the State WWW site, including copyright to all State 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 State Data or information shall, where applicable, display the State's copyright.

**10.5 SURVIVAL**

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

**11. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**11.1 USE OF STATE'S INFORMATION**

In performing its obligations under the Contract, Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for Contractor's performance under the Contract.

**11.2 STATE CONFIDENTIAL INFORMATION**

Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Contractor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena

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or other legal process is served upon Contractor regarding the State 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.

In the event of the unauthorized release of State Confidential Information, Contractor shall immediately notify the State, and take reasonable steps to regain possession of such Confidential Information and prevent further unauthorized actions or other breach of this Agreement. If those efforts fail, the State may be entitled to pursue any remedy at law and in equity, including, but not limited to, seeking injunctive relief.

**11.3 CONTRACTOR CONFIDENTIAL INFORMATION**

Insofar as Contractor seeks to maintain the confidentiality of its confidential or proprietary information, Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Contractor considers the Software and Documentation to be Confidential Information and proprietary to Contractor and the owners of Non-Motorola Software. 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. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, 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 Contractor.

**11.4 IDENTIFICATION OF CONFIDENTIAL INFORMATION.**

Information required to be kept confidential from unauthorized disclosure under the Contract consistent with the fulfillment of this Contract, shall include any information obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient, and shall otherwise consist of information disclosed under this Contract in oral, written, graphic, machine recognizable, and/or sample form that has been clearly designated, labeled or marked as confidential or its equivalent. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**11.5 OWNERSHIP OF CONFIDENTIAL INFORMATION.**

Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or

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intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Contract.

**11.6 SURVIVAL**

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

**12. LIMITATION OF LIABILITY**

**12.1 STATE**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Contractor shall not exceed the total Contract Price set forth in Part 1, Contract Agreement – General Provisions, Block 1.8.

**12.2 CONTRACTOR**

Subject to applicable laws and regulations, except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed an amount equal to the total Contract Price set forth in Part 1, Contract Agreement – P-37, General Provisions, Block 1.8.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS CONTRACT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Contract and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Contract may be brought more than three (3) years after the accrual of the cause of action, except for money due upon an open account.

**12.3 STATE'S IMMUNITY**

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

**12.4 SURVIVAL**

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

**13. TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion.

**13.1 TERMINATION FOR DEFAULT**

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

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

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

- a. Unless otherwise provided in the Contract, the State shall provide Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice (“Cure Period”). If Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective five (5) business days after giving Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract after the Event of Default which would otherwise accrue to Contractor during the period from the date of such notice until such time as the State determines that Contractor has cured the Event of Default , at which time the State shall make prompt payment to Contractor of such suspended payments. Payments to the Contractor that accrued prior to the Event of Default shall be paid in accordance with the Contract.
- c. 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;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. If the State is the non-defaulting Party, terminates this Contract as permitted by this Section, and completes the System from another source, Contractor shall be liable for reimbursing the State for reasonable costs incurred to complete the System to a capability not exceeding that specified in this Contract less the unpaid portion of the Contract Price. The State will mitigate damages.

13.1.2 The Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days. If said default is not cured, Motorola may terminate this Contract effective five (5) business days after giving the State notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

**13.2 TERMINATION FOR CONVENIENCE**

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- 13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by providing Contractor with thirty (30) days prior written notice to Contractor. The notice must explicitly state the effective date of termination and whether the Contract termination is in whole or in part, and if in part, which part is being terminated. In the event of a termination for convenience, the State shall pay Contractor for the portion of the Contract Price attributable to the Equipment and/or Software delivered, and all Services performed, on or before the effective date of termination. Notwithstanding the above, Customer shall have no right to terminate this Agreement for convenience if Contractor has given State a notice of default and such default has not been cured.
- 13.2.2 During the thirty (30) day period, Contractor shall wind down and cease delivery of Equipment and performance of Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

**13.3 TERMINATION FOR CONFLICT OF INTEREST**

- 13.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if Contractor did not know, or reasonably did not know, of the conflict of interest.

- 13.3.2 In the event the Contract is terminated as provided above pursuant to a violation by Contractor, the State shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of a default of the Contract by Contractor.

**13.4 TERMINATION PROCEDURE**

- 13.4.1 Upon termination of the Contract, the Parties shall return any property or Confidential information of the other Party.
- 13.4.2 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 thirty (30) 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;

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- 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. 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; and
- e. Provide written Certification to the State that Contractor has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

**14. CHANGE OF OWNERSHIP**

In the event that Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with Contractor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to Contractor, its successors or assigns.

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

15.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State. The parties agree any consents to assign this Agreement or approvals for subcontracting any work under this Agreement shall not be unreasonably withheld. Motorola and the State agree that the following subcontractors will work under this agreement:

2-Way Communications  
23 River Rd.  
Newington, NH 03801  
Contact: William Bartlett  
(603)767-8915  
wbartlett@2-way.biz

2-Way Responsibilities:  
-Install Site EQ at Troops A&B  
-Install M3 Cores and MCC7500 Consoles in Concord and Laconia

Green Mountain Communications (GMC)  
702 Riverwood Drive  
Pembroke, NH 03275  
Contact: Joe Hirshfeld  
(603)268-5854  
Joe.Hirschfeld@greenmtncomm.com

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GMC Responsibilities:  
Install Site EQ at Troops C

Ossipee Mountain Electronics (OME)  
832 Whittier Highway  
Moultonboro, NH 03254  
Contact: Stephanie Porusta  
(603)476-5586  
Steph@omesbs.com

OME Responsibilities:  
Install Site EQ at Troops D, E and F1-F4  
Install MCC7500 consoles at Twin Mtn.

15.2 Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees (“Assigns”) are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve Contractor of any of its obligations under the Contract nor affect any remedies available to the State against Contractor that may arise from any event of default of the provisions of the contract. The State shall consider Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Contractor should change ownership, as permitted under Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Contractor, its successors or assigns.

**16. 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:

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**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>Contractor</b>	<b>STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	Scott Milligan Senior Project Manager	Peter DeNutte State Project Manager (PM)	5 Business Days
<b>First</b>	Scott Cruikshank Senior Account Manager	Mark Doyle Director	10 Business Days
<b>Second</b>	Michael Sheridan Area Sales Manager	John Barthlemes Commissioner	15 Business 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. If the Dispute has not been resolved within the schedule table above, the Parties will proceed to mediation. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, and the State will use best efforts to seek a contract amendment to equally share the cost of the mediator with the Contractor, but, if such an amendment is not approved by the Governor and Executive Council, the Contractor will bear the cost of the mediator. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement

All communications pursuant to this Section will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

**17. REQUIRED WORK PROCEDURES**

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

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**17.1 COMPUTER USE**

Contractor will be authorized to access the State of New Hampshire radio network for the programming, alignment, and tuning of the System being installed. Contractor will be responsible for supplying computers/software to its technicians or utilize the computers/installed software provided as part of the installation. The State will provide a designated network access point at each site so that the Contractor can access the system for the purposes outlined above. As the radio network exists outside the State firewall, contractors shall not access protected State computer networks.

**17.2 RESERVED**

**17.3 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 (available upon request).

**18. GENERAL PROVISIONS**

**18.1 INSURANCE CERTIFICATE**

The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

**18.2 EXHIBITS**

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

**18.3 VENUE AND JURISDICTION**

Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

**18.4 SURVIVAL**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit D Section 5: Records Retention and Access Requirements, Exhibit D Section 6: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 13: Termination which shall all survive the termination of the Contract.

**18.5 FORCE MAJEURE**

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,

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riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

**18.6 NOTICES**

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 following addresses.

TO CONTRACTOR  
MOTOROL SOLUTIONS  
225 CEDAR HILL STREET  
MARLBOROUGH, MA 01752  
TEL: (978) 270-5505  
SCOTT.CRUIKSHANK@MOTOROLASOLUTIONS.COM:

TO STATE:  
STATE OF NEW HAMPSHIRE  
MARK DOYLE  
110 SMOKEY BEAR BLVD  
CONCORD, NH 03305  
TEL: (603) 271-6911

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**a. Problem Statement.** The State's current legacy radio system and dispatch consoles are reaching reaching end of life. Most of its current radio system network is no longer supported by the manufacturer.

**b. Statement of Work.** Deliver and install a P25 VHF digital conventional radio system and Dispatch console upgrade ("System") for the State of New Hampshire, Department of Safety, Division of Emergency Services and Communications (the "State") by Motorola Solutions, Inc. ("Motorola" or "Contractor") as more specifically set forth in Motorola's proposal dated April 6, 2018 ("Proposal"), a copy of which is attached as Exhibit L.

**c. Substitutions.** At no additional cost to State, Contractor may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the State. Any substitution will be reflected in a change order using the change order process identified in Part 2, Section 9 of the Contract.

**d. Administrative Level Account Access.** If applicable to the type of System purchased by the State, Contractor will provide the State with Administrative User Credentials. The State agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. The State is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. The State may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. The State understands that changes made as the Administrative User can significantly impact the performance of the System. The State agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Contractor's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Contractor desires to provide assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Contractor will seek a change order to do so.

**General Project Assumptions**

1. Contractor will provide project tracking tools and templates, e.g. Microsoft Project, to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State and Contractor Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Prior to the commencement of work on Non-Software and Written Deliverables, Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.

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3. Contractor shall use its commercially reasonable efforts to ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services, provided the State provides Motorola with the applicable security requirements. If provided the State's applicable security requirements, the Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
4. The Deliverables are set forth in the Contactor's Proposal dated April 6, 2018. 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 System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.
5. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Contract, the State will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the technical and implementation documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist the State in the local building permit process.
6. SITE CONDITIONS. The State will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, the State will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise The State of any apparent deficiencies or non-conformities with the requirements of this Section. This Contract is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
7. SITE ISSUES. If a Party determines that the sites identified in the technical and implementation documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the technical and implementation documents, the Parties will promptly investigate the conditions and will determine whether replacement sites or adjustment to the installation plans and specifications are necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, any changes to the Total Contract Price, Performance Schedule, or both, shall be done using the change order process outlined in Part 2, Section 9.
8. If the Statement of Work contains assumptions that affect the Services or Deliverables, the State will verify that they are accurate and complete. Any information that the State provides to Motorola

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concerning the Services or Deliverables will be accurate and complete in all material respects. The State will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Contract. Unless the Statement of Work states the contrary, Motorola may reasonably rely upon any assumptions and State-provided information, decisions and approvals described in this paragraph, without performing any independent evaluation thereof.

9. If any assumptions or conditions contained in this Contract or applicable Statement of Work prove to be incorrect or if the State's obligations are not performed, Contractor's ability to perform under this Contract may be impacted and changes to the Total Contract Price, project schedule, Deliverables, or other changes may be necessary. Any changes shall be done using the Change Order process outlined in Part 2, Section 9.
10. Pricing for the System and Warranty is set forth in Section 3.1 of the Contractor's Proposal and Exhibit B: Price and Payment Schedule. Pricing will be effective for the Term of this Contract, and any extensions thereof.
11. NON-PRECLUSION. If, as a result of the Services performed under this Contract, the Contractor recommends that the State purchase products or other services, nothing in this Contract precludes the Contractor from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to the State. The State represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

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PRICE AND PAYMENT SCHEDULE**

**1. PRICE AND PAYMENT SCHEDULE**

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$ 4,998,000 for the period between the Effective Date through June 30, 2020. Each party shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Contractor to invoice the State based on the milestones at the fixed rates set forth below:

The State will make payments to Contractor within thirty (30) days after the date of each invoice. The State will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones:

05%	Kickoff Meeting	\$249,000
10%	System Configuration & Installation Plan	\$499,800
15%	M3 Core Staged, Shipped to Concord, Installed, Powered up passing diagnostic test.	\$749,700
15%	M3 Core Staged, Shipped to Laconia, Installed, Powered up passing diagnostic test.	\$749,700
10%	Dispatch Install and Test payment is due when any remaining equipment associated with CORE Equipment/consols are installed and tested and accepted in both Laconia and Concord	\$499,800
04%	Wave Platform	\$200,000
04%	Troop A	\$200,000
04%	Troop B	\$200,000
04%	Troop C	\$200,000
04%	Troop D	\$200,000
04%	Troop E	\$200,000
04%	Troop F 1	\$200,000
04%	Troop F 2	\$200,000
04%	Troop F 3	\$200,000
04%	Troop F 4	\$200,000
05%	Holdback-Final Acceptance	\$250,000
	Total Payments	\$4,998,000

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**2. 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 price limitation in block 1.8 of the P-37 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Contractor for all fees and expenses, of whatever nature, incurred by Contractor in the performance hereof.

The State will not be responsible for any travel or out of pocket expenses incurred by the Contractor in the performance of the Services performed under this Contract.

**3. INVOICING**

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 notice of completion of the milestone for which payment is sought, which shall not be unreasonably withheld. Contractor shall only submit invoices for milestones as permitted by the Contract and the payment schedule in Section 1 of this Exhibit B. Invoices must be in a format as mutually agreed upon by the Contractor and the State.

Upon Acceptance of the State's issuance of a notice of completion of a milestone, and a properly documented and undisputed invoice, the State will pay the invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Robert Lussier  
Division of Emergency Services and Communications  
110 Smokey Bear BLVD  
Concord, NH 03305

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

Motorola Solutions, Inc.  
13108 Collections Center Drive  
Chicago, IL 60693

**5. FREIGHT, TITLE AND RISK OF LOSS.**

Freight charges for the Equipment shall be fully loaded into the Total Contract Price. Contractor will pack and ship all Equipment in accordance with commercially reasonable practices. Title to the software will not pass to the state at any time. Title to the Equipment and risk of loss will pass to State upon delivery of the Equipment by the Contractor to the State, installation of the equipment, and System Acceptance of the installed Equipment by the State following successful completion of Acceptance Test.

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**6. OVERPAYMENTS TO CONTRACTOR**

Contractor shall promptly, but no later than thirty (30) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

**7. CREDITS**

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

**8. FINAL ACCEPTANCE**

The State shall pay the remaining five percent (5%) of the Total Contract Price as set forth in the payment schedule above, upon successful completion of the Project and execution of a Final Project Acceptance Certificate, a copy of which is attached as Exhibit K.

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Section 4 of Part 1 shall be replaced with the following provision:

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

Section 6.1 of Part 1 shall be replaced with the following provision:

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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. In addition, the State will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Contractor might assist the State in the preparation of its FCC license applications, neither Contractor nor any of its employees is an agent or representative of the State in FCC or other matters.

Section 6.3 of Part 1 shall be replaced with the following provision:

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the applicable provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any applicable rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts directly pertinent to Contractor's performance in accordance with the terms of this Agreement. After State provides thirty days' written notice, the State may send a representative to Contractor's facility during normal business hours to conduct such limited review for the purpose of ascertaining compliance with all applicable rules, regulations and orders, and the covenants, terms and conditions of this Agreement. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose

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any information, including but not limited to product cost data, which it considers confidential or proprietary to Contractor.

Section 7.3 of Part 1 is deleted in its entirety.

Section 9.4 is added to Part 1 after Section 9.3, as follows:

9.4 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to the State under this Agreement and existing prior to the Agreement will remain Contractor's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Contractor's request. The State may not disclose, without Contractor's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

Section 9.5 is added to Part 1 after Section 9.4, as follows:

**9.5 PRESERVATION OF CONTRACTOR'S PROPRIETARY RIGHTS.** Contractor, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Contract is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to the State the Equipment, Software, or related services remain vested exclusively in Contractor, and this Contract does not grant to the State any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Contractor does not grant to the State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights. The State will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner. Except as required to fulfill its obligations under this Contract, Contractor will have no obligation to provide the State with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any cost data related to pricing.

Section 12 of Part 1 shall be replaced with the following provision:

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State. The parties agree any consents to assign this Agreement or approvals for subcontracting any work under this Agreement shall not be unreasonably withheld.

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Section 13 of Part 1 shall be replaced with the following provision:

**13. INDEMNIFICATION.**

13.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless the State from and against any and all losses suffered by the State and any and all claims, liabilities or penalties asserted against the State by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the willful or negligent acts or omissions of the Contractor as it relates to Contractor's performance under this Agreement. The State shall provide the Contractor with prompt, written notice of any such claim or suit. The State shall cooperate with Contractor in its defense or settlement of the claim or suit. This section sets forth the full extent of Contractor's general indemnification of the State from liabilities that are in any way related to Contractor's performance under this Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**13.2 PATENT AND COPYRIGHT INFRINGEMENT.**

13.2.1 Motorola will defend at its expense any suit brought against the State to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: the State promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and the State providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against the State by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.2.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for the State the right to continue using the Motorola Product; or (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) if options (a) and (b) are not possible, Motorola shall have the option to accept the return of the Motorola Product and grant the State a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.2.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with the

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State's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by the State to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to the State extend in any way to royalties payable on a per use basis or the State's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from the State from sales or license of the infringing Motorola Product.

13.2.4. This Section 13 provides the State's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. The State has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 12.

Section 14.1.2 of Part 1 is deleted in its entirety.

Section 14.3 of Part 1 shall be replaced with the following provision:

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

Section 15.2 of Part 1 shall be replaced with the following provision:

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A. Certificate of Insurance shall be provided at contract execution and at any renewal thereof which will be incorporated herein by reference.

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Section 24 of Part 1 shall be revised by adding the following to the existing language:

The preprinted terms and conditions found on any State purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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ADMINISTRATIVE SERVICES**

**1. TRAVEL EXPENSES**

For Contractor's travel, the Contractor must assume all reasonable travel and related expenses. All labor rates will be "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**2. SHIPPING AND DELIVERY FEE EXEMPTION**

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

**3. ACCESS/COOPERATION**

As applicable, and subject to the applicable laws and regulations, 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.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

**4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress identified in writing as State-owned by the parties relating to this Project. Upon expiration or termination of the Contract with the State, the Contractor shall turn over all State-owned documents, material, reports, and work in progress relating to this Project to the State at no additional cost to the State. Documents must be provided in both printed and electronic format, as applicable.

**5. RECORDS RETENTION AND ACCESS REQUIREMENTS**

Contractor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all records directly pertinent 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.

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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 the State. Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure, including product costs, and profit factors shall be excluded from the State's review.

**6. ACCOUNTING REQUIREMENTS**

Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and Contractor shall maintain records pertaining to the Services and all other costs and expenditures. Under no circumstances will Motorola be required to disclose pricing cost data which Motorola considered proprietary and confidential.

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**1. STATE MEETINGS AND REPORTS**

The State believes that effective communication and reporting are essential to Project success.

Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Introductory Meeting:** Participants will include Contractor Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and Contractor Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the Contractor Project Manager and the State Project Manager. Unless as otherwise mutually agreed upon between the parties, these meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Contractor shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects Contractor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Contractor's responsibility.

The Contractor Project Manager or Contractor Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Contractor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Contractor shall produce Project status reports, which shall contain, at a minimum, the following:

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1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, Contractor shall provide the State with information or reports regarding the Project. Contractor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

## **2. IMPLEMENTATION STRATEGY**

### **2.1 Key Components**

Scope of Work. Contractor will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Contract. The State will perform its contractual responsibilities in accordance with this Contract.

Contractor shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan.

Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The Contractor team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

Contractor shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.

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.

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As mutually agreed upon, Contractor shall adopt an Implementation time-line aligned with the State's required time-line.

**2.2 Timeline**

The timeline shall be mutually agreed upon and set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

**2.2.1 Project Infrastructure**

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's production hardware infrastructure.

**2.2.2 Implementation**

Timing will be structured to recognize interdependencies between deliverables and structure a cost effective and timely execution.

Processes will be documented, training established, and implementation of the System will be in accordance with the Statement of Work set forth in the Proposal, and if applicable the Work Plan.

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

**2.2.3 Change Management and Training**

Contractor's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training

**3. IMPLEMENTATION METHODOLOGY**

The Motorola team shall provide the implementation services for the contract via the methodology provided in the Contractor's Proposal dated April 6, 2018.

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TESTING SERVICES**

Contractor shall provide the following Products and Services described in this Exhibit F, including but not limited to:

**1. TESTING AND ACCEPTANCE**

Motorola testing will be in accordance with the acceptance test plan as more specifically described in Motorola's Proposal. Motorola will provide at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan. Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. Contractor will also provide training as necessary to the State staff responsible for test activities. Contractor shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

**2. SYSTEM ACCEPTANCE**

System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If State believes the System has failed the completed Acceptance Tests, State will provide to Motorola a written notice that includes the specific details of the failure. If State does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

**3. BENEFICIAL USE**

State acknowledges that Contractor's ability to perform its implementation and testing responsibilities may be impeded if State begins using the System before System Acceptance. Therefore, State will not commence Beneficial Use before System Acceptance without Contractor's prior written authorization, which will not be unreasonably withheld. Contractor is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use.

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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. The elements of the preliminary Work Plan are documented in accordance with Contractor's plan to implement the System as more specifically set forth in the applicable Statement of Work in its Proposal. Continued development and management of the Work Plan is a joint effort on the part of Contractor and State Project Managers.

The preliminary Work Plan created by Contractor and the State is set forth at the end of this Exhibit.

In conjunction with Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor 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 Project Schedule** required to complete the Project. It shall also address intra-task dependencies, resource allocations (both State and Contractor team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with Contractor's Work Plan and shall utilize Microsoft Project to support the ongoing management of the Project.

**1. ASSUMPTIONS** Assumptions are more specifically set forth in the Proposal and as outlined below:

**A. General**

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.

**B. Logistics**

- The Contractor Team shall perform this Project at State facilities at no additional cost to the State.
- The Contractor Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- The Contractor Team shall honor all holidays observed by Contractor or the State, although with permission, may choose to work on holidays and weekends.

**C. Project Management**

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by

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determining which team members have access to the Project folder and granting either view or read/write privileges. Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

- Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

**D. Technical Environment and Management**

- The State is responsible for providing the hardware, network, and communication facilities needed to support the Project.
- The State's hardware operating environment and supporting software shall meet Contractor certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- Contractor team shall implement Software as detailed in its Proposal.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

**E. Project Schedule**

- Deployment and go live date will be in accordance with the project schedule unless as otherwise mutually agreed upon in writing..

**F. Reporting**

- Contractor shall conduct status meetings every two weeks, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

**G. User Training**

- The Contractor Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

**H. Performance and Security Testing**

- The Contractor Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with Contractor on performance testing as set forth in Contract Exhibit F – *Testing Services*.

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**2. ROLES AND RESPONSIBILITIES**

**A. Contractor Team Roles and Responsibilities are more specifically set forth in the Proposal and as outlined below:**

**1) Contractor Team Project Executive**

The Contractor Team's Project Execcutives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the State's Project leadership on the best practices for implementing the Contractor Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

**2) Contractor Team Project Manager**

The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor Implementation Team. The Contractor Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Contractor Team members;
- Provide update progress reports every two weeks to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

**3) Contractor Team Analysis**

The Contractor Team shall conduct analysis of requirements, validate the Contractor Team's understanding of the State business requirements and perform business requirements mapping:

- Assist the State in the testing of and the Exacom interface;
- Assist the State in execution of the State's Acceptance Test;

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- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

**4) Contractor Team Tasks**

The Contractor team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation, if applicable, of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;
- System Integration Testing.

**B. State Roles and Responsibilities**

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

**1) State Project Manager**

The State Project Manager shall work side-by-side with the Contractor Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the Contractor team;
- Assist the Contractor Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Contractor Project Manager of any urgent issues if and when they arise; and
- Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks.

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**2) State Subject Matter Expert(s) (SME)**

The role of the State SME is to assist teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the System.

**3) State Technical Lead and Architect**

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;
- Assist the State and Contractor Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with the Contractor Technical Lead and the State's selected hardware Contractor to architect and establish an appropriate hardware platform for the State's Project development and production environments;
- Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that Contractor will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at Project meetings every two weeks.

**4) State Testing Administrator**

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;

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- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

**3. SOFTWARE APPLICATION**

N/A

**4. INTERFACES**

Contractor acknowledges that the State will be contracting separately with a vendor to provide a voice recording solution to be integrated with the System. The Contractor shall support the State and its contracted vendor for the voice recording solution with the connection to, and integration of the Exacom Logging Recorder with the System as set forth in Attachment A to the Proposal.

**5. PRELIMINARY WORK PLAN**

The preliminary work plan is part of the Proposal. Motorola's Project manager and the State Project manager shall finalize the Work Plan within thirty (30) business 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 Motorola and State project managers.

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SOFTWARE LICENSES**

This Exhibit H Software License Agreement ("SLA") is between Motorola Solutions, Inc., ("Contractor"), and the State of New Hampshire, Department of Safety, through its Division of Emergency Services and Communications ("Licensee").

For good and valuable consideration, the parties agree as follows:

**Section 1      DEFINITIONS**

1.1      "Designated Products" means products provided by Contractor to Licensee with which or for which the Software and Documentation is licensed for use.

1.2      "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3      "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4      "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5      "Primary Contract" means the agreement to which this exhibit is attached.

1.6      "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7      "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Contractor; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this SLA.

**Section 2      SCOPE**

Contractor and Licensee enter into this SLA in connection with Contractor's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This SLA contains the terms and conditions of the license Contractor is providing to Licensee, and Licensee's use of the Software and Documentation.

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**Section 3 GRANT OF LICENSE**

3.1. Subject to the provisions of this SLA and the payment of applicable license fees which are part of the Contract Price, Contractor grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Contractor's copyrights and Confidential Information (as defined in the Primary Contract) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This SLA does not grant any rights to source code.

3.2. If the Software licensed under this SLA contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this SLA. If there is a conflict between the terms and conditions of this SLA and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this SLA. If requested by Licensee, Contractor will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this SLA; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

**Section 4 LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Contractor's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this SLA; or (vi) use, or permit the use of, the Software in a manner that

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would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Contractor in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Contractor of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Contractor at the time temporary transfer is discontinued.

4.4. When using Contractor's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Contractor with a list of all locations at which Licensee uses or intends to use RSS upon Contractor's request.

4.5. Licensee will maintain, during the term of this SLA and for a period of three years thereafter, accurate records relating to this license grant to verify compliance with this SLA. Contractor or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Contractor is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Contractor and the Auditor will be kept in strict confidence by Contractor and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this SLA.

**Section 5 OWNERSHIP AND TITLE**

Contractor, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Contractor or another party, or any improvements that result from Contractor's processes or, provision of information services). No rights are granted to Licensee under this SLA by implication, estoppel or otherwise, except for those rights which are

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SOFTWARE LICENSES**

expressly granted to Licensee in this SLA. All intellectual property developed, originated, or prepared by Contractor in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Contractor, and Licensee will not have any shared development or other intellectual property rights.

**Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of twelve (12) months from Contractor's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this SLA, Contractor warrants that the unmodified Software, when used properly and in accordance with the Documentation and this SLA, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Contractor solely with reference to the Documentation. Contractor does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Contractor makes no representations or warranties with respect to any third party software included in the Software.

6.2 Contractor's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Contractor cannot correct the defect within a reasonable time, then at Contractor's option, Contractor will: (i) replace the defective Software with functionally-equivalent Software, or (ii) license to Licensee substitute Software which will accomplish the same objective, or, (iii) if options (i) and (ii) are not possible, Motorola shall have the option to terminate the license and refund the licensee's paid license fee.

6.3. Warranty claims are described in the Primary Contract.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Contractor disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Contractor knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Contractor disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

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**Section 7      TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Contractor's prior written consent. Contractor's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this SLA. If the Designated Products are Contractor's radio products and Licensee transfers ownership of the Contractor radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Contractor's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Contractor upon request, obligating the transferee to be bound by this SLA.

**Section 8      TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Contract is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Contractor, unless Licensee breaches this SLA, in which case this SLA and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Contractor.

8.2 Within thirty (30) days after termination of this SLA, Licensee must certify in writing to Contractor that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Contractor or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this SLA may result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this SLA, Motorola may terminate this SLA and be entitled to seek all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

**Section 9      CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Contractor's valuable proprietary and Confidential Information and are Contractor's trade secrets, and that the provisions in the Primary Contract concerning Confidential Information apply.

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**Section 10      LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Contract.

**Section 11      NOTICES**

Notices are described in the Primary Contract.

**Section 12      GENERAL**

12.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

12.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Contractor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this SLA.

12.3. **ASSIGNMENTS AND SUBCONTRACTING.** Assignment and subcontracting are described in the Primary Agreement.

12.4 **GOVERNING LAW.** This SLA is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this SLA, UCITA does not govern any aspect of this SLA or any license granted under this SLA, or any of the parties' rights or obligations under this SLA. The governing law will be that in effect prior to the applicability of UCITA.

12.5. **THIRD PARTY BENEFICIARIES.** This SLA is entered into solely for the benefit of Contractor and Licensee. No third party has the right to make any claim or assert any right under this SLA, and no third party is deemed a beneficiary of this SLA. Notwithstanding the foregoing, any licensor or supplier

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of third party software included in the Software will be a direct and intended third party beneficiary of this SLA.

12.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this SLA.

12.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Contract, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Contract or any other exhibit as it applies to any other subject matter.

12.8 SECURITY. Contractor uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Contractor will take the steps set forth in Section 6 of this SLA.

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PART 3 – EXHIBIT I  
WARRANTIES**

**WARRANTIES**

**1.1 System Functionality**

Contractor represents that the System will perform in accordance with the Specifications in all material respects. Upon Final System Acceptance this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or State changes to load usage or configuration outside the Specifications.

**1.2 Equipment Warranty**

During the Warranty Period (defined below), Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If Final System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within State's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

**1.3 Motorola Software Warranty**

Unless otherwise stated in the Software License Agreement Exhibit H, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Exhibit I that are applicable to the Motorola Software. If Final System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within State's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

**1.4 EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; State's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number

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WARRANTIES**

removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vi) normal or customary wear and tear.

**1.5 Services Warranty**

During the Warranty Period, Contractor warrants that the Services will be provided under the Contract in a good and workmanlike manner and will confirm in all material respects to the Contract SOW in the Contractor's Proposal, the Specifications, and the terms of the Contract. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed or the expiration of the Warranty period, whichever is longer.

**1.6 Warranty Claims**

To assert a warranty claim, State must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to State) (i) repair the defective Equipment or Motorola Software, or (ii) replace it with the same or equivalent product, or (iii) if options (i) and (ii) are not possible, Motorola shall have the option to refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Motorola shall re-perform the non-conforming Service or if re-performance is not possible, Motorola shall have the option to refund, on a pro-rata basis, the fees paid for the non-conforming Service. Repaired or replaced product is warranted for 90 days or the balance of the original applicable warranty period, whichever is longer. All replaced products or parts will become the property of Motorola.

**1.7 ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

**1.8 Disclaimer of Other Warranties.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS CONTRACT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

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WARRANTIES**

1.9 **Personnel**

Motorola 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

**2. WARRANTY PERIOD**

The Warranty Period of coverage shall be equal to 1 year from System Acceptance for Equipment, Software or Services related to System during which Contractor is responsible for providing warranty services as further described in Exhibit I. Unless otherwise stated in the Contract SOW or Addendum to the Contract, the warranty period for other Services means ninety (90) days from performance of the Service or the expiration of the Warranty Period, whichever is longer.

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TRAINING SERVICES**

Contractor shall provide Training Services as more specifically provided in Section 5 of Contractor's Proposal.

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PART 3 -EXHIBIT K  
System Acceptance Certificate**

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FINAL PROJECT ACCEPTANCE:**

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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PART 3 - EXHIBIT L  
CONTRACTOR PROPOSAL, BY REFERENCE**

Contractor Proposal dated April 6, 2018 is hereby incorporated by reference as fully set forth herein.

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PART 3 - EXHIBIT M  
CERTIFICATES AND ATTACHMENTS**

Attached are:

- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance

CERTIFICATE OF ASSISTANT SECRETARY  
MOTOROLA SOLUTIONS, INC.

The undersigned certifies that he or she is a duly appointed Assistant Secretary of Motorola Solutions, Inc. (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, and that, as such, he or she is authorized to execute this Certificate on behalf of the Company, and further certifies that:

1. At a meeting of the Board of Directors of the Company held on May 16, 2017 at which a quorum was present and acting throughout, the following resolutions were duly adopted, effective May 16, 2017, have not been amended, and are in full force and effect on the date hereof:

RESOLVED, that all Senior Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Senior Vice President of one of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents", provided that this authority does not extend to:

a. Documents having a value in excess of \$50 million in the aggregate over the term of the arrangement; or

b. Documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) outsourcing arrangements, (iii) customer financing extending more than 364 days, (iv) capital expenditures, (v) lease commitments, (vi) agreements and compensatory arrangements applicable to Motorola Solutions Appointed Vice Presidents and above, (vii) litigation and legal claims, (viii) appointing agents and attorneys-in-fact to represent the Company before any customs agency, (ix) financial guarantees, financial surety agreements and financial guarantee undertakings, (x) opening bank accounts, (xi) establishing borrowing relationships on behalf of the Company, and (xii) voting or otherwise dealing with securities owned by the Company. Authority for such Documents is found in the specific resolutions below.

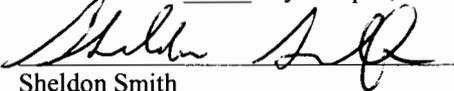
RESOLVED, that the Board has adopted specific resolutions authorizing the signing and execution by Senior Vice Presidents of Documents related to procurement arrangements. Authority for such Documents is found in the specific resolutions below.

The officers named above are authorized to delegate this signature authority in writing to others.

2. The following person is a duly qualified and acting officer of the Company and has been duly elected to the office set forth opposite his or her name:

Name	Title
Jim Mears	Senior Vice President

IN WITNESS WHEREOF, I have executed this Certificate as of this 18th day of April, 2018.

  
Sheldon Smith  
Assistant Secretary

## SOP E-75 DELEGATION OF AUTHORITY

I, **Jim Mears**, Senior Vice President of **Motorola Solutions, Inc.** ("Company"), North America Government Sales ("Division") do hereby delegate my authority to approve and execute in the name of and on behalf of the Company and **Motorola Solutions Canada Inc.** ("MSCI") contract documents (pursuant to Company policy), to the below named and titled individuals with the following dollar and other limitations as specified and explicitly set out below.

**Delegation to approve and execute the following Contract documents:**

Customer purchase and sale contracts, contract modifications, bids, proposals, bidder list applications, certifications, software licenses, non-disclosure agreements relating to customer sales opportunities, teaming agreements relating to customer sales opportunities, lobbyist agreements, subcontractor documents and other contract documents related to **North America direct government sales** on behalf of the **Company** or **Motorola Solutions Canada Inc.**

<b>Region:</b>	<b>To:</b>	<b>Value:</b>
North America	Roy Kirchner, VP MSSSI & Direct Sales of T2 Northeast Region	\$10,000,000

This Delegation of Authority granted herein shall not be delegable or assignable to any other person and shall expire on May 31, 2018.

The authority delegated to the above-named individuals is in addition to the authority such individuals may have to approve and execute contract documents as an officer of the Company.

This Delegation can be revoked by me at any time and will automatically expire for any named and titled individual if he or she ceases to be an employee of the Company or if he or she is assigned a different position within the Company. If a named individual is assigned a different position within the Company, the named successor is automatically given the designated authority unless a letter is provided stating otherwise.

IN WITNESS WHEREOF, I have executed this delegation of authority as of June 1, 2017.

  
\_\_\_\_\_  
2017 Jun 1 10:11

Jim Mears  
Senior Vice President,  
North America Government Sales Motorola Solutions, Inc.

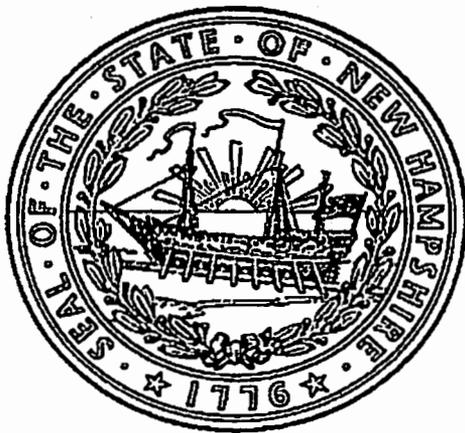
**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MOTOROLA SOLUTIONS, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on May 17, 1973. 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: 2591

Certificate Number: 0004074010



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner

Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/17/2018

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 Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Motorola Solutions, Inc. Attn: Karen Napier 500 West Monroe Chicago IL 60661 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Liberty Mutual Fire Ins Co		23035
	<b>INSURER B:</b> Liberty Insurance Corporation		42404
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: 570070868302**      **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDD 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 <input type="checkbox"/> OTHER:	Y		TB2641005169077	07/01/2017	07/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-005169-017	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA764D005169087 All other States WC7641005169097 WI	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: P25 Radio Upgrade Project - Contract DESC 2018-001. The certificate Holder is included as Additional Insured under the General Liability policy if required in writing and executed contract.

<b>CERTIFICATE HOLDER</b>  The State of New Hampshire Department of Safety Division of Emergency Services and Communications 110 Smokey Bear Blvd. 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.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570070868302