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State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

May 14, 2025

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Emergency Services and Communications to enter into a contract with BitFire Networks LLC (VC 517258), Hudson, MA, in the amount of \$530,000.00 for the purpose of BitFire providing a Tactical Public Safety Video Sharing Platform, with the option to renew for an additional two-year period, effective upon Governor and Executive Council approval for the period July 01, 2025, through June 30, 2031. 85% Agency Income (Enhanced 911 Systems Fund), 15% Intra Agency Transfer

Funding is anticipated to be available in the following accounts for State Fiscal Years 2026-2030 upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

02-23-23-2340-32530000 SP-Homeland Security Grants
037-500173 Technology – Hardware

<u>FY26</u>	<u>Subtotal</u>
\$80,000.00	\$80,000.00

02-23-23-236510-40010000 Communication Section
038-509038 Technology – Software

<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Subtotal</u>
\$80,000.00	\$85,000.00	\$90,000.00	\$95,000.00	\$100,000.00	\$450,000.00

<u>Total</u>
\$530,000.00

EXPLANATION

This contract replaces the previous system and provides the Division of Emergency Services and Communications (DESC) Radio Communications Maintenance Team and New Hampshire State Police a tactical public safety video-sharing platform for use during emergency situations. The DESC is responsible for deploying and streaming video equipment in remote locations to enhance situational awareness and operational coordination during emergencies when requested by state and local public safety agencies.

The BitFire system will enable the DESC to provide real-time, secure, and reliable video-sharing capabilities to law enforcement and other public safety entities when called upon. By leveraging this technology, DESC can assist our public safety partners by enhancing decision-making, improving response efficiency, and ensure critical information is available to first responders when and where it is needed most.

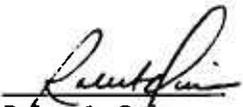
This initiative strengthens interagency collaboration, supports emergency management operations, and reinforces DESC's commitment to advancing public safety through innovative communication solutions for the State of New Hampshire.

On December 01, 2023, the DESC issued a Request for Information, RFI DOS 2024-001 Tactical Public Safety Video Sharing Platform, from vendors to see what options were available and how it would help public safety in New Hampshire, if it would be beneficial for New Hampshire to have in emergent situations, and if it was attainable for what the Division and the Department were seeking. Three vendors, Skyline, BitFire, and Mutualink responded to the RFI and demonstrated their product to us. Of those three vendors, BitFire was the only company that was able to provide us a demo that met the technical requirements that we desired based on the technology and technical requirements of the State.

On August 05, 2024, the DESC issued a competitive bid, RFP DOS-2024-022 to procure a Tactical Public Safety Video Sharing Platform to replace FUSUS as well as to take the place of what Mutualink was unable to provide us. The bid closed on September 20, 2024 and only one bid was received.

We seek the Executive Council's approval to enter into contract with BitFire to continue to address public safety needs by allowing the DESC to aid law enforcement and local communities during times of crisis with remote camera kit technology to capture and transmit live video and provide real-time, low-latency video feeds with secure transmission and redundancy. This solution will be used during both planned and unplanned events, providing local law enforcement and first responders with real time situational awareness at all levels, improving coordination and response across New Hampshire.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety



Respondent List for RFB: RFP DOS-2024-022 for a Tactical Public Safety Video Sharing Platform:

Company Name	Address	Contact Information	Bidder Status
BitFire Networks, LLC.	1 Kane Industrial Drive Hudson, MA 01749	James Akimchuk, III, Chief Executive Officer 534-248-3473	Winning Bidder



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov



Denis Goulet, *Commissioner*

May 5, 2025

Robert L. Quinn, Commissioner
Department of Safety
State of New Hampshire
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with BitFire Networks LLC, as described below and referenced as DoIT No. 2025-010.

The purpose of this request is to provide a tactical public safety video-sharing platform for use during emergency situations.

The Total Price Limitation shall be \$530,000, effective upon Governor and Council approval from July 1, 2025 through June 30, 2031.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/jd
DoIT #2025-010

cc: Ron Reed, IT Manager



STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY
DIVISION OF EMERGENCY SERVICES AND
COMMUNICATIONS

TACTICAL PUBLIC SAFETY VIDEO SHARING
PLATFORM

DOS DESC - DoIT #2025-010

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
TABLE OF CONTENTS

Contents

AGREEMENT	4
EXHIBIT A - SPECIAL PROVISIONS	9
EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES	14
1. STATEMENT OF WORK	14
2. BUSINESS / TECHNICAL REQUIREMENTS	14
3. ACTIVITY, DELIVERABLE, AND MILESTONE	16
4. DELIVERABLE REVIEW AND ACCEPTANCE	17
5. CHANGE ORDER	18
6. IMPLEMENTATION SERVICES	18
7. PROJECT MANAGEMENT	18
8. WORK PLAN	21
9. ACCEPTANCE & TESTING SERVICES	24
10. MAINTENANCE, OPERATIONS AND SUPPORT	25
11. DATA PROTECTION	27
12. SOFTWARE AGREEMENT	29
13. ADMINISTRATIVE SERVICES	29
14. TRAINING	29
15. MERCHANT CARD SERVICES	31
16. TERMS AND DEFINITIONS	31
17. CONTRACTOR’S CERTIFICATES	31
EXHIBIT C – PRICE AND PAYMENT SCHEDULE	32
1. CONTRACT PRICE	32
2. TRAVEL EXPENSES	32
3. SHIPPING FEES	32
4. INVOICING	32
5. INVOICE ADDRESS	32
6. PAYMENT ADDRESS	33
7. OVERPAYMENTS TO THE CONTRACTOR	33

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
TABLE OF CONTENTS

8. CREDITS	33
9. PROJECT HOLDBACK	33
10. PAYMENT SCHEDULE	33
EXHIBIT D – SOFTWARE LICENSE AGREEMENT	35
EXHIBIT D1 - CUSTOM SOFTWARE AGREEMENT	37
EXHIBIT E – ADMINISTRATIVE SERVICES	39
1. DISPUTE RESOLUTION	39
2. ACCESS AND COOPERATION	39
3. RECORD RETENTION	39
4. ACCOUNTING	40
5. AUDIT	40
6. MISCELLANEOUS WORK REQUIREMENTS	40
EXHIBIT F – TERMS AND DEFINITIONS	42
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES	49
1. ATTACHMENTS	49
2. CONTRACTOR CERTIFICATES	49

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**STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
TABLE OF CONTENTS**

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

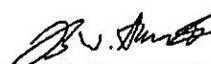
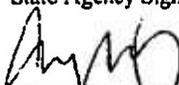
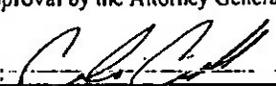
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Safety Division of Emergency Services and Communications		1.2 State Agency Address 110 Smokey Bear Blvd Concord, NH 03305	
1.3 Contractor Name BitFire Networks, LLC.		1.4 Contractor Address 1 Kane Industrial Drive Hudson, MA 01749	
1.5 Contractor Phone Number 534-248-3473	1.6 Account Unit and Class 02-23-23-2365-40010000-038-509038 02-23-23-2340-32530000-037-500173	1.7 Completion Date June 30, 2031	1.8 Price Limitation \$530,000.00
1.9 Contracting Officer for State Agency Brandon McGorry, Chief of Administration		1.10 State Agency Telephone Number 603-271-6911	
1.11 Contractor Signature  Date: 5/7/2025		1.12 Name and Title of Contractor Signatory James Akimchuk, III, Chief Executive Officer	
1.13 State Agency Signature  Date: 5/13/25		1.14 Name and Title of State Agency Signatory Amy L. Newbury, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 05/30/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 5/7/2025

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
TABLE OF CONTENTS

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
TABLE OF CONTENTS

all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor

shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
TABLE OF CONTENTS

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
TABLE OF CONTENTS

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

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

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

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

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

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

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

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

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

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

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT A – SPECIAL PROVISIONS

be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and

h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.4 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

9.5 This covenant in paragraph 9 shall survive the termination of this Contract.

A.3 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

10.4.1 In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State’s Chief Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. 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;
- c. 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
- d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party’s Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT A – SPECIAL PROVISIONS

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

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

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

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

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

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

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

27. FORCE MAJEURE

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

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

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT A – SPECIAL PROVISIONS

28. EXHIBITS/ATTACHMENTS

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

29. NON-EXCLUSIVE CONTRACT

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

30. PROHIBITED TECHNOLOGIES

- iii. No equipment or services on the State of New Hampshire's Prohibited Technologies List found here:

<https://www.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/prohibited-technologies.pdf>

- iv. and

- v. No equipment or services on the FCC Covered List found here:

<https://www.fcc.gov/supplychain/coveredlist>

- vi.

31. ORDER OF PRECEDENCE

- vii. In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:
- viii. State of New Hampshire, Division of Emergency Services and Communications Contract Agreement P-37 as amended by Exhibit A.
- ix. State of New Hampshire, Division of Emergency Services and Communications Contract Exhibits in order of precedence:
 - a. Exhibits B and C;
 - b. Exhibit D (or D-1);
 - c. Exhibit E;
 - d. Exhibit F;
 - e. Exhibit G.
- x. State of New Hampshire, Division of Emergency Services and Communications DESC-RFP DOS 2024-022-Tactical Public Safety Video Sharing Platform.

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT A – SPECIAL PROVISIONS

- xi. Vendor Proposal Response to Division of Emergency Services and Communications DESC-RFP DOS 2024-022-Tactical Public Safety Video Sharing Platform dated September 3, 2024.
- xii. Additional Contractor Provided Documents (Exhibit H).

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STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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

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

1. STATEMENT OF WORK

This project involves integrating BitFire’s BitFire TRX units into the NH Department of Safety’s existing camera kits to capture and transmit video feeds to The FireBridge platform and SDI monitors via BitFireEngines. The solution will leverage the BitFire Transport Network (BFTN) to provide low-latency, reliable, and secure video transmission with point-to-multipoint distribution capabilities.

Additionally, for the New Hampshire State Police, BitFire will supply 3 Deployable BitFire FirstNet kits for (4) four years.

Project Objectives:

- Integrate BitFire TRX units into existing remote camera kits to enable video encoding and IP transmission, and install BitFire Engines to decode signal to SDI.
- Transmit video feeds securely via the BitFire Transport Network to The FireBridge and BitFire Engines.
- Provide training and support to ensure the Department of Safety’s team can operate the system effectively.
- Deliver a scalable, adaptable, and reliable solution with minimal latency and high availability.

2. BUSINESS / TECHNICAL REQUIREMENTS

B-2.1 Business Requirements
 Table B-2.1 Business Requirements

B-2.2 Technical Requirements
 Table B-2.2 Technical Requirements

B-2.3. Service Level Agreement (SLA)

Vendor agrees to the following Service Level Requirements

State Requirements		
Req #	Requirement Description	Criticality
SLA -1	The Vendor’s System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

SLA -2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M
SLA -3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M
SLA -4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. (RA-5)	M
SLA -5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M
SLA -6	The Vendor shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M
SLA -7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiency- The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiency–The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M
SLA -8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M



STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

SLA -9	Reserved	N/A
SLA -10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M
SLA -11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA -12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M
SLA -13	The Vendor shall maintain a record of the activities of hardware related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M
SLA -14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M
SLA -15	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M
SLA -16	For all ticketed maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P
SLA -17	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P

2.1 Compliance Requirements

Agency Compliance Documents are identified in Exhibit G: Attachment 2

3. ACTIVITY, DELIVERABLE, AND MILESTONE

Table B-3 DELIVERABLES

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1 Non-Software and Written Deliverables Review and Acceptance

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

4.2 Software Deliverables Review and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Acceptance and Testing Services described herein.

4.3 Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

4.4 Conditional and Unconditional Acceptance

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the 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.

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

5. CHANGE ORDER

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

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

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

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

6. IMPLEMENTATION SERVICES

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

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

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

7. PROJECT MANAGEMENT

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

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the



STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

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

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

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

7.1 The Contractor Key Project Staff

7.1.1. The Contractor's Contract Manager

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

Isaiah Barnard
802-681-8061
ibarnard@bitfire.tv

7.1.2. The Contractor's Project Manager

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

Doug Maffetone
978-808-3169
dmaffetone@bitfire.tv

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



STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within six (6) hour(s) of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

7.1.3. Change of Project Manager

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

7.1.4. The Contractors Additional Key Project Staff

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

Craig Robertson
Technical Operations Lead

Doug Maffetone
Lead Engineer

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

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

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

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

7.2 The State Key Project Staff

7.2.1. The State Contract Manager

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

Brandon McGorry
603-271-6911
Brandon.J.McGorry@desc.nh.gov

7.2.2. The State Project Manager

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

Robert Erskine
603-271-6911
Robert.H.Erskine@desc.nh.gov

Christopher Storm (For NHSP equipment)
603-223-8607
Christopher.S.Storm@dos.nh.gov

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

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

8. WORK PLAN

The Contractor's Project Manager and the State Project Manager shall finalize the Work Plan within thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. The plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

The preliminary Work Plan created by the Contractor and the State is set forth below.

This project involves integrating BitFire's BitFire TRX units into the NH Department of Safety's existing eight (8) camera kits to capture and transmit video feeds to The FireBridge platform and SDI monitors via BitFire



STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Engines. The solution will leverage the BitFire Transport Network (BFTN) to provide low-latency, Reliable, and secure video transmission with point-to-multipoint distribution capabilities.

Project Objectives:

- Integrate BitFire TRX units into existing remote camera kits to enable video encoding and IP transmission, and install BitFire Engines to decode signal to SDI.
- Transmit video feeds securely via the BitFire Transport Network to The FireBridge and BitFire Engines.
- Provide training and support to ensure the Department of Safety's team can operate the system effectively.
- Deliver a scalable, adaptable, and reliable solution with minimal latency and high availability.

Project Milestones:

- **Project Kickoff:**
 - Officially begin the project, review the scope, and align on goals.
- **System Integration Complete:**
 - Successful setup of BitFire TRX units and BitFire Engines with connection to the BitFire Transport Network.
- **Testing Complete:**
 - All integration is finalized, ensuring the system meets performance requirements.
- **Training Delivered:**
 - End-users and system administrators are trained on system operation and management.
- **System Deployment:**
 - The solution is fully deployed and operational, ready for ongoing use.
- **Post-Deployment Support Initiated:**
 - Ongoing technical support begins, with BitFire providing 24/7 assistance via the Network Operations Center (NOC).

Systems Interface Plan and Design/Capability

The system is designed to enable the New Hampshire Department of Safety to capture and transmit live video from their remote camera kits using BitFire's BitFire TRX encoding devices, transmit the feeds over the **BitFire Transport Network (BFTN)**, and deliver the video to The FireBridge platform and SDI monitors. This integration will provide real-time, low-latency video feeds with secure transmission and redundancy.

The system interface comprises several key components, both hardware and software, that work together to enable seamless video transmission:

- **8 Camera Kits (Existing, NH Department of Safety):**
 - **Input:** Video signal from the Department's cameras..
 - **Output:** Transmitted to BitFire's BitFire TRX devices for encoding.
- **BitFire TRX Units:**
 - **Input:** Video signal from the camera kits.

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- **Output:** Encodes video for IP transmission via the BitFire Transport Network (BFTN).
- **BitFire Transport Network (BFTN):**
 - **Role:** The BFTN acts as the backbone of the system, routing video and audio streams from the remote camera kits to their destinations (The FireBridge and BitFire Engines).
 - **Capabilities:**
 - Globally distributed ingest and egress points.
 - Multi-hop recovery and real-time routing for packet loss recovery and low latency.
 - Secure, encrypted transmission of all video and command/control signals.
 - Native point-to-multipoint support for simultaneous distribution to multiple destinations.
 - Frame-accurate synchronization and glass-to-glass latencies of less than half a second.
- **The FireBridge Platform:**
 - **Input:** Video feeds transmitted through the BFTN.
 - **Role:** Centralized cloud-based platform for monitoring live video streams.
 - **Capabilities:**
 - Web-based access for monitoring, multiviewers, and control of feeds.
 - Integration with comms systems, enabling control room-like functionality.
 - Low-latency display of video feeds, with the ability to monitor multiple feeds simultaneously in automatically structured grid formats (e.g. 3x3, 3x4, etc.)
- **BitFire Engines:**
 - **Input:** Video streams delivered by BitFire TRX's (output from the BFTN).
 - **Role:** Real-time video display for on-site monitoring at command centers or control rooms.
 - **Capabilities:** Output in SDI format for compatibility with existing infrastructure.

Video Signal Flow/Plan:

- **Video Capture:**
 - Video is captured by the NH Department's camera kits and fed into BitFire TRX devices via HDMI or SDI interfaces.
- **Video Encoding and Transmission:**
 - The BitFire TRX devices encode the video into H.264 format and transmit the feed over the BFTN. Audio signals are captured alongside video, with support for multiple channels (2/8/16 channels).
- **BFTN Transmission:**
 - The BFTN handles video routing, ensuring redundancy and low-latency delivery. Video is routed to both The FireBridge platform for cloud-based monitoring and to SDI monitors via BitFire decoders.
- **Video Display and Monitoring:**
 - **The FireBridge:** Users can view video streams in real time through a web-based interface, accessible from any location with internet access.



STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

SDI Monitors: BitFire decoders convert IP video streams back into SDI format for display on SDI monitors in command centers.

9. New Hampshire State Police BitFire Tactical Monitoring Kits

- BitFire will supply the New Hampshire Department of Safety, Division of State Police, with (3) three Deployable BitFire FirstNet Kits for 3 years. Each of the (3) three kits shall include the following equipment:
 - (1) BitFire Engine capable of (1) 1080p 59.94 transmit
 - (1) FirstNet HPUE Antenna and Router
 - (1) HDMI to SDI Converter
 - (1) SKB or similar case with active ventilation and I/O panel
 - (1) Internal power distribution
 - (1) PowerCon Power Cable
 - (1) All relevant internal cabling
- Unlimited transmission hours to the FireBridge as needed for State Police monitoring
 - Expectation is up to (1) BitFire Engine SDI paths to the FireBridge per kit
- BitFire enabled comms possible - any such integration to be coordinated through BitFire Project Manager.
- Rate includes support from BitFire NOC

10. ACCEPTANCE & TESTING SERVICES

Testing Objectives:

- Confirm that the system integrates seamlessly with the Department's existing camera kits.
- Confirm network connectivity to BitFire Engines
- Confirm that video feeds are transmitted reliably over the **BitFire Transport Network (BFTN)**.
- Ensure low-latency, real-time video delivery to **The FireBridge** and BitFire Engines.
- Test the system's performance under normal and stress conditions.
- Ensure that DOS users can effectively operate the system post-deployment.

Testing Procedures:

Integration Testing:

Scope:

- Validate that video feeds from camera kits are properly encoded and transmitted by BitFire TRX units.
- Ensure that video signals reach The FireBridge and BitFire Engines via the BFTN.

Method:

- Configure camera kits with BitFire TRX units, start video capture, and transmit via BFTN.
- Confirm successful display on SDI monitors from BitFire Engines and

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

browser-based display on The FireBridge.

Success Criteria:

- Video feeds display in real-time on all designated endpoints.

Performance (Load/Stress) Testing:

Scope:

- Simulate maximum expected loads to assess system performance under stress.

Method:

- Stream multiple concurrent video feeds from different camera kits and monitor system behavior.
- Measure latency, response times, and network stability.

Success Criteria:

- No significant degradation in video quality or system response, with all feeds maintaining frame-accurate synchronization.

11. MAINTENANCE, OPERATIONS AND SUPPORT

10.1 System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

10.2 System Support

- a. The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.
- b. As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:
- c. **Class A Deficiencies** – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within twenty four (24) business hours of a request;
- d. **Class B & C Deficiencies** – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action.

10.3 Support Obligations

The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

- i. nature of the Deficiency;
- ii. current status of the Deficiency;
- iii. action plans, dates, and times;
- iv. expected and actual completion time;
- v. Deficiency resolution information;
- vi. resolved by;
- vii. identifying number i.e. work order number; and
- viii. issue identified by.

The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

- i. mean time between Reported Deficiencies with the Software;
- ii. diagnosis of the root cause of the problem; and
- iii. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

10.4 Contract Warranties and Representations

10.4.1. System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

10.4.2. Software

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any, and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services, or
- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

10.4.3. Compatibility

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

10.4.4. Services

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

12. DATA PROTECTION

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

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

11.1 Data Location

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

11.2 Security Incident Or Data Breach

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

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

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

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

11.3 Breach Responsibilities

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

11.3.2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHINCAL REQUIREMENTS AND DELIVERABLES

agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

- 11.3.3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - b. promptly implement necessary remedial measures, if necessary; and
 - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

- 11.3.4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:
- a. the investigation and resolution of the Data Breach;
 - b. notifications to individuals, regulators or others required by State law;
 - c. a credit monitoring service required by State (or federal) law;
 - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
 - e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

13. SOFTWARE AGREEMENT

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement

14. ADMINISTRATIVE SERVICES

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

15. TRAINING

The Contractor shall provide the following Training Services:

Training Plan and Curriculum

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Project Title:

Remote Video Transmission System for the NH Department of Safety

Training Objectives:

- Provide users with a complete understanding of how to operate the **Inferno** platform for managing & booking system resources, multiviewers, and feeds.
- Train users on how to use **FireBridge** for live video monitoring and comms integration.
- Ensure users are confident in managing daily system operations and troubleshooting common issues.

Training Delivery:

- **Training Format:**
 - Live, instructor-led sessions (onsite or remote) for hands-on practice.
- **Training Duration:**
 - Initial training sessions will be conducted over 1-2 days, depending on the number of users and their familiarity with video management systems.
 - Follow-up training can be scheduled as needed, particularly for new staff.

Training Topics:

- **Inferno Training:**
 - Overview of the **Inferno** platform and its role in managing the BitFire ecosystem.
 - How to book, monitor, and modify video feeds.
 - Real-time monitoring and diagnostics, including troubleshooting.
 - User access management, including role-based permissions and audit logs.
- **FireBridge Training:**
 - Using **FireBridge** for live video monitoring and comms integration.

Post-Training Support:

- **Ongoing Support:**
 - After training, BitFire's support team will be available 24/7 to assist users with any issues or questions that arise. Additional training sessions can be scheduled if needed.



STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHINCAL REQUIREMENTS AND DELIVERABLES

16. **MERCHANT CARD SERVICES**

Not Applicable

17. **TERMS AND DEFINITIONS**

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

18. **CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

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STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. CONTRACT PRICE

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

2. TRAVEL EXPENSES

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

3. SHIPPING FEES

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

4. INVOICING

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

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

5. INVOICE ADDRESS

Invoices may be sent to:

New Hampshire Department of Safety
Attn: Brandon McGorry
33 Hazen Drive
Concord, NH 03305

OR via e-mail to orders@dos.nh.gov & accountspayable@dos.nh.gov

Page 32 of 51

Contractor Initials: 

Date: 5/1/2025

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

6. PAYMENT ADDRESS

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

7. OVERPAYMENTS TO THE CONTRACTOR

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

8. CREDITS

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

9. PROJECT HOLDBACK

Not Applicable.

10. PAYMENT SCHEDULE

10.1 Contract Type

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

10.1.1. System Pricing

Payment shall be made to the vendor via ACH within 30 days after the State's project manager signs off on the project as being successfully implemented.

SYSTEM PRICING WORKSHEET							
SYSTEM	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31 (Optional)	SFY32 (Optional)
BitFire Transmission Services	\$80,000	\$85,000	\$90,000	\$95,000	\$100,000		
BitFire Tactical Monitoring Kit	\$80,000						
Total	\$160,000	\$85,000	\$90,000	\$95,000	\$100,000		

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

10.1.2. Future Contractor Rates Worksheet

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

FUTURE VENDOR PRICING WORKSHEET							
VENDOR ROLE	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31 (Optional)	SFY32 (Optional)
Project Manager	Included in system pricing cost						
Position 1	Included in system pricing cost						
Position 2	Included in system pricing cost						
etc.							
Total	\$0						

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STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

The terms outlined in the Software License Agreement are set forth below:

1. License Grant.

During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State’s internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

2. Software Title. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

3. Software and Documentation Copies. Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) of the Software’s associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. Restrictions. Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Contractor’s proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party’s business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5. Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

6. Audit. Upon forty-five (45) days written notice, Contractor may audit the State’s use of the programs at Contractor’s sole expense. The State agrees to cooperate with Contractor’s audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State’s reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor’s audit rights are subject to applicable State and federal laws and regulations.

7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software (“Contracted Resources”) provided

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Contractor control of the defense and any settlement negotiations; and
- c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

8. Control of All Component Elements. Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor's deliverables.

9. Custom Software. Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software.

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT

EXHIBIT D1 - CUSTOM SOFTWARE AGREEMENT

1. Software Title. The Contractor agrees that any and all work product created pursuant to this Agreement, including but not limited to all Software, are deemed to be “works for hire” within the meaning of the Copyright Act of 1976. To the extent Contractor is deemed to have retained any legal title, rights and interest in these works, Contractor hereby assigns any and all such title, rights, and interest (including all ownership and intellectual property rights) in the Software and related work product to the State of New Hampshire in consideration for the promises set forth within this Agreement.
2. Documentation and Copies. The State shall be entitled to copies of any work product upon request to Contractor. At the conclusion of this Agreement, Contractor agrees to provide all copies of the Software for all versions, including related documentation, to the State. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.
3. Restriction on Use. Unless specifically authorized by the State, Contractor shall not utilize work product derived as part of this Agreement in any manner other than as required by Contractor to complete its obligations under this Agreement.
4. Software Non-Infringement. Contractor warrants that the Software, including any and all component parts thereof (“Contracted Works”) that are original works of the Contractor that do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Works infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Contractor control of the defense and any settlement negotiations; and
- c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State’s counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Contractor believes or it is determined that any of the Contracted Works may have violated someone else’s intellectual property rights, Contractor may choose to either modify the Contracted



STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT

Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Works and refund all fees the State has paid Contractor under the Contract.

5. Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

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STATE OF NEW HAMPSHIRE
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
 DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
 EXHIBIT E – ADMINISTRATIVE SERVICES

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	BitFire Project Manager	DESC Project Manager	5 Days
First	BitFire Manager, Technical Operations	DESC Asst. Director	10 Days
Second	BitFire Director, Technical Operations	DESC Director	10 Days
Third	BitFire CEO	DOS Commissioner	15 Days

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

2. ACCESS AND COOPERATION

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

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT E – ADMINISTRATIVE SERVICES

(3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation, or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

4. ACCOUNTING

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

5. AUDIT

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

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

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

6.1.1. Computer Use

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT E – ADMINISTRATIVE SERVICES

- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.1.2. Email Use

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

6.1.3. Internet/Intranet Use

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

6.2 State Website Copyright

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



STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT F – TERMS AND DEFINITIONS

EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
BitFire Cloud Multiviewers	Full-resolution multiviewer, complete with custom labeling, configurable audio meters, and video format indicators Available in configurations up to a 64-box Book a high quality feed to a BitFire Engine for use in a secure monitoring environment, or to a FireBridge Monitor to view your content from anywhere.
BitFire Media Platform (BFMP)	BitFire’s media ecosystem, driven by our patent-pending technology, and supported by our industry-leading 24/7/365 US-based Network Operations Center. A single, comprehensive platform that allows you to create entire production workflows at any scale by leveraging a revolutionary convergence of a global transmission network and software-defined production tools that run seamlessly, in the cloud and in studio.



STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT F – TERMS AND DEFINITIONS

<p>BitFire Transport Network (BFTN)</p>	<p>The BitFire Transport Network (BFTN) boasts a globally distributed architecture, with strategically positioned ingest and egress locations close to ground-based sources and destinations. The network seamlessly leverages multi-hop recovery strategies and real-time routing decisions to enable faster and significantly more effective recovery from packet loss. BFTN supports point-to-multipoint natively and provides users the ability to split feeds inside the network. Once a live feed enters the Transport Network, it is available to the entire BitFire ecosystem. Include it in one or more multiviewers, feed it into a switcher, record it, and route it to multiple internal and external destinations, all with frame-accurate synchronization and glass-to-glass latencies of less than half a second. Adding destinations has no bandwidth impact on the source site, and every destination receives its feeds from the network location that best serves that site instead of directly from the source. This ensures a more stable and consistent experience across the globe when compared to any point-to-point solution.</p>
<p>BitFire TRX</p>	<p>BitFire encoding units, implemented in remote camera kits to capture video signal, encode, and transmit to all necessary destinations on the BitFire Transport Network.</p>
<p>Confidential Information</p>	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other.</p> <p>Confidential Information includes any and all information owned or managed by the State of NH of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
<p>Data</p>	<p>State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.</p>

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT F – TERMS AND DEFINITIONS

Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	Any written, software, or non-software item (letter, report, manual, book, code, or other) provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
FireBridge	<p>Users access FireBridge through individualized, secure links, which can be created as-needed for any member of the production team. Each individual user's link is configured to provide only the video feeds, comms channels and features that the specific user requires. FireBridge Monitor allows users to view any video feed within the BitFire Transport Network directly on their device, regardless of their location.</p> <p>Feeds are delivered with low latency, providing users with real-time access to the production environment.</p> <p>Users can control inputs and views directly through their BitFire Inferno account, allowing for easy management of feeds.</p> <p>Views can be customized to monitor multiple feeds on a single screen or to isolate specific feeds when necessary. In addition to video feeds, FireBridge can integrate your production comms directly into the same browser window. Similar to video feeds, the comms channels available on each link can be customized for individual users.</p>

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT F – TERMS AND DEFINITIONS

Inferno	<p>BitFire Inferno is our web-based, centralized Cloud Control Platform to manage your BitFire Resources and Feeds, accessible via an internet connection from anywhere in the world.</p> <p>Inferno is the single place where you build, monitor, and modify your BitFire bookings. It simplifies the complicated nuances of IP transmission using a familiar Source-to-Destination methodology, and it automatically negotiates IP addresses, ports, and other settings. Inferno provides access to real-time telemetry and information about each feed, including Video Format, Bandwidth, Latency, Underlying Loss, and Recovery Efficacy.</p> <p>Inferno also gives users the ability to provision, configure, and book BitFire Cloud Production tools like Multiviewers, Decks, and FireBridge Monitor links. Additionally, it allows integration with 3rd party external endpoints like SRT, RTMP, or UDP-IP MPEG-TS. Administrators have access to manage their users. Users can be provisioned as Client Administrators, Users, or Read-Only. All sub-accounts of the primary account have access to the underlying resources. All activities in Inferno are logged with our extensive Audit Log, which timestamps each interaction each user makes to a feed.</p>
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.



STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT F – TERMS AND DEFINITIONS

Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS Software provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Solution	A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project.

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT F – TERMS AND DEFINITIONS

Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT F – TERMS AND DEFINITIONS

Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
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STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

- a. Attachment 1 - Business and Technical Requirements
- b. Attachment 2 - Agency Compliance Documents

2. CONTRACTOR CERTIFICATES

- a. Certification Regarding Lobbying
- b. Certification Regarding Debarment and Suspension
- c. Contractor's Certificate of Good Standing
- d. Contractor's Certificate of Vote/Authority
- e. Contractor's Certificate of Insurance

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STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

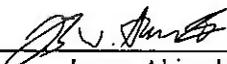
a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature:  Date: 5/7/2025
James Akimchuk, III, Chief Executive Officer

STATE OF NEW HAMPSHIRE
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS
DoIT #2025-010- TACTICAL PUBLIC SAFETY VIDEO SHARING PLATFORM
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

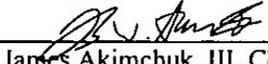
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters –

Primary Covered Transactions.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature:  Date: 5/7/2025
James Akimchuk, III, Chief Executive Officer

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BITFIRE NETWORKS, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on July 01, 2023. 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: 934532

Certificate Number: 0007163482



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April A.D. 2025.

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

David M. Scanlan
Secretary of State

RECORD OF ACTION TAKEN BY CONSENT
OF THE SOLE MEMBER OF
BITFIRE NETWORKS, LLC

The undersigned, being the sole member of BitFire Networks, LLC, a Delaware limited liability company (the "Company"), adopts the following recitals and resolutions in accordance with the Delaware Limited Liability Company Act:

RECITALS

A. The undersigned deems it to be in the best interests of the Company to enter into a contract (the "Contract") with the New Hampshire Department of Public Safety.

B. In connection with the Contract, the undersigned deems it to be in the best interests of the Company to authorize James Akimchuk, as President of the Company, to act on behalf of the Company, to take all actions and to execute any agreements, forms, documents or other items on behalf of the Company and to complete such other act or actions that he shall deem necessary or desirable to cause the Company to consummate the Contract and the transactions contemplated thereby.

RESOLUTIONS

1. The Contract is hereby ratified, confirmed and approved in all respects.

2. James Akimchuk is hereby authorized, directed and empowered for and in the name of and on behalf of the Company to execute the Contract, and to enter into any and all transactions contemplated thereunder and, further, to take such other actions and to execute such other documents contemplated thereby; all of such documents, instruments and acts to be in such form and to contain such provisions as James Akimchuk shall approve and his signature thereon shall be conclusive evidence of his approval.

3. Each and every action that may have been taken prior to the date of this Record of Action by the Company in connection with the transactions, documents and recitals and resolutions set forth in this Record of Action be and hereby are ratified, confirmed and approved in all respects.

Dated effective as of April 23, 2025.

MEMBER:

LOGIK SOLUTIONS, LLC

By: Andy Hansen
Name: Andy Hansen _____
Title: Member _____

