

## STANDARD CONTRACT FOR TECHNOLOGY SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called “State”), and **Avtec, Inc.**, with a principal place of business in 100 Innovation Place, Lexington, SC 29072, (hereinafter called “Contractor”). Contractor’s form of business organization is Incorporated. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of Public Safety Answering Point (PSAP) Dispatch Console Installation. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$2,512,390.30

4. **Contract Term.** The period of Contractor’s performance shall begin on October 1, 2018 and end on March 31, 2023.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Attachments.** This contract consists of 111 pages including the following attachments which are incorporated herein:

Attachment A – Statement of Work

- o Exhibit 1 – State Technical and Functional Requirements
- o Exhibit 2 – Deliverable Expectation Documents
- o Exhibit 3 – Deliverable Certificate of Acceptance
- o Exhibit 4 – Preliminary Implementation Master Schedule
- o Exhibit 5 - Contractor Software
- o Exhibit 6 - ScoutCare™ Maintenance & Support Agreement

Attachment B – Payment Provisions

- o Exhibit 1 – Detailed Pricing List

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

Attachment D – Other Terms and Conditions for Information Technology Contracts

Attachment E – Contract Provisions For Non-Federal Entity Contracts Under Federal Awards  
Attachment F – End User License Agreement  
Attachment G – Technical Support

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- 1) Standard Contract
- 2) Attachment D Other Terms and Conditions for Information Technology Contracts
- 3) Attachment C (Standard State Provisions for Contracts and Grants)
- 4) Attachment A with Exhibits
- 5) Attachment B
- 6) Attachment E
- 7) Attachment F

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By the Contractor:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT A  
SPECIFICATIONS OF WORK TO BE PERFORMED**

**1. PURPOSE**

This Contract sets forth the terms and conditions under which the Contractor agrees to provide to the State with Contractor's Scout enterprise dispatch system (the "Solution"). This turn-key solution shall support the Vermont State Police (VSP) operational and business needs for replacement communications radio consoles to be located in Williston, Westminster, Waterbury, Middlesex and Camp Johnson operational facilities.

The Contractor shall provide all necessary hardware, software development and design services, project and operations management, support and maintenance, consulting, training, engineering and application development, monitoring, support, backup and recovery, change management, technology updates and upgrades and other professional services as described herein (individually and collectively referred to herein as the "Services"), as necessary for the State's productive use of the Solution as further set forth in this Contract.

Contractor shall provide as part of this contract two (2) customized Eventide recording systems each capable of replicating the recording capacity of the units currently installed at Williston and Westminster.

Contractor shall provide all hardware and software necessary to allow for the laptop maintenance computers for mobility operation over broadband, Wi-Fi, or Long-Term Evolution (LTE) connections, so technicians and dispatch will be able to work remotely.

Contractor will upgrade the existing 16 Outposts currently in use by the STATE to the latest firmware at no additional charge.

Contractor will provide two training sessions, each two-day on-site Scout Administration and Maintenance classes for six technicians and on-site dispatch operator training, for a total of 85 dispatch operators (50 at Williston and 35 at Westminster). Training materials and operator manuals will be provided.

Contractor will work closely with the State's Multiprotocol Label Switching (MPLS) service provider to determine the technical parameters necessary for integration of Scout Enterprise consoles over the existing private network.

This Contract specifies the obligations of each party with additional provisions detailed in the attached Attachments and Exhibits.

**2. PARTICIPATION:** This Participating Addendum may be used by all departments, offices, institutions, and other agencies of the State of Vermont and counties (hereinafter "State

Purchasers”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein.

Political subdivisions of the State of Vermont under 29 V.S.A. § 902(a) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education (hereinafter “Additional Purchasers”) may participate in this contract at the same prices, terms and conditions. Further, items furnished to Additional Purchasers will be billed directly to and paid for by the Additional Purchaser. Neither the State of Vermont nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility or liability for Additional Purchasers.

### 3. EXISTING SYSTEMS

The STATE is currently utilizing a Harris MAESTRO dispatch console which supplies the connection between the towers and the dispatch consoles. A high-level overview of the State’s existing hardware and support personnel are listed below:

Below is a description of the current State dispatch console system:

<b>Current System</b>	
	Thirty-Four (34) Operator Positions (2 dispatch centers geographically separated within Vermont)
	6 maintenance Positions at 3 separate sites (3 sites geographically separated within Vermont)
	Wired and Wireless headsets
	Instant recall recorder currently provided by Harris Maestro
	Summed Voice without status tone for logging recorder for all channels (Acorn Equipment)
	Aux I/O functions (for controlling doors, gates, alarms, transmitter steering)
	Channel Patching Capabilities
	Ability to select different radio transmitters radio frequencies through a single transmitter control
	Single headset operation for phone and radio
	Capable of supporting 2 and 4 wire analog circuits
	Ability to decode MDC (currently using Motorola radios)
	Two tone paging with group/stack paging capabilities
	Intercom dispatch center to Door Entry, Gate Entry
	Network Monitoring System supplying real-time data
	Network redundancy at each of the 5 network locations
	Operator and Supervisor dual headsets for each position
	Backhaul through MPLS Network
	Active Directory with Roaming Configurations
	>7 talk paths per Operator position
	4 Local PSAPs can operate independently from network; St Albans, Shelburne, Lamoille, Hartford

	Network redundancy at each of the 5 State Police network locations
	39 Total towers
	311 Radio Inputs with room for expansion

The existing microwave/fiber backbone in the region is a very good example of “best practice” in public safety redundant network design. There is redundancy built into the system at the major key sites. The redundancy is primarily due to the ring or loop design of the backbone system. To route traffic on the microwave/fiber backbone, the State utilizes a Nokia 7705 Service Aggregation Router (SAR) system. This allows for all data to be routed around the system using Multiprotocol Label Switching (MPLS) protocol.

The VSP UHF radio system is the largest and most comprehensive statewide radio system supporting mission-critical communication among VSP emergency dispatchers and civilian support staff representing local, county and federal partners. The VSP system is a UHF digital Project 25 (P-25) Phase 2 “ready” conventional system presently operating in an analog mode. The next phase in the evolution of radio systems is to enable “mixed mode” operations on the network.

#### 4. OBJECTIVE

This Contract identifies the tasks required by each party to implement and support the Contractor Scout Solution through the following major activities:

1. Development of project management planning documentation; requirements collection and validation;
2. Development of system integration plan
3. Configuration and factory testing
4. Installation at Vermont’s facilities
5. Performance testing
6. Cutover
7. Final Acceptance testing
8. Maintenance and support

The successful outcome of the project is defined by the following:

- Completed in accordance with this Contract and applicable project management planning documentation;
- Resolution of all material functional and operational deficiencies prior to deployment in the production environment;
- Completed within budget;
- Configured to meet all specified requirements and needs of the State;
- The Solution meets and adheres to all requirements and time frames set forth in service level terms set forth herein;

- The Solution is fully documented, including, but not limited to, As-built documentation, requirements specifications, architecture, design, configuration, operational environment and user manuals; and
- Trained technical support staff, dispatch personnel and stakeholders.

5. PERIOD OF INSTALLATION AND IMPLEMENTATION AND TRAINING

The period of installation and implementation and training shall not exceed 24 months from the date of this Contract. Support and maintenance shall begin upon State's approval of final acceptance testing and shall continue through the Contract Term as the same may be extended by the parties.

6. **DEFINITIONS.** Capitalized terms used in this Contract not specifically defined in the text shall have the following meanings:

- (a) **“Certificate of Acceptance”** means written certification, delivered to Contractor and signed by an authorized representative of the State, stating that any Defects in a particular Phase or the Solution discovered after implementation and testing have been corrected as required under this Contract, and that the Phase complies in all material respects with all of the applicable Requirements.
- (b) **“Certificate of Completion”** means written certification, delivered to the State and signed by an authorized representative of Contractor, stating that any Defects in a particular Phase or the Solution discovered after implementation, testing and Acceptance during the 12 month warranty period have been corrected as required under this Contract, and that the Phase or Solution complies in all material respects with all of the applicable Solution Requirements. The State must provide written acceptance to Contractor of any and all Certificates of Completion for them to become effective.
- (c) **“Contractor Personnel”** means and refers to Contractor's employees and employees of Contractor's permitted subcontractors or permitted agents assigned by Contractor to perform Services under this Contract.
- (d) **“Defect”** means any failure by the Solution or any Phase or component thereof to conform in any material respect with applicable Requirements.
- (e) **“Defect Correction”** means either a modification or addition that, when made or added to the Solution, establishes material conformity of the Solution to the applicable Requirements, or a procedure or routine that, when observed in the regular operation of the Solution, eliminates the practical adverse effect on the State of such nonconformity.
- (f) **“Documentation”** means any and all descriptions and specifications of the Requirements included herein or created or developed hereunder, operational, functional and

supervisory reference guides, manuals and instructive materials, in whatever form and regardless of the media on which it may be contained, stored or transmitted, which is developed, prepared, used or otherwise available from Contractor and/or Contractor's suppliers, in connection with and applicable to the provision, use, operation and support of the Services hereunder. Documentation shall be sufficient to enable State personnel to understand, operate, use, access, support, maintain, update and modify Services, notwithstanding that Contractor is or may be responsible for any or all of the foregoing obligations. Documentation shall also include all standards applicable to the Services, including those applicable to: (i) Contractor for its own comparable items or services; (ii) the State for its own comparable items or services; and (iii) such standards and guidelines as the parties mutually agree apply to the Services involved.

- (g) **"Final Acceptance"** means the issuance of Certificate of Acceptance executed by the State which specifies the mutually agreed upon completion of the installation phase of the project. Final acceptance shall occur after a 30-day performance period with no software or hardware failures in the solution.
- (h) **"Facilities"** means the physical premises, locations and operations owned or leased by the State (a "State Facility") or the Contractor (a "Contractor Facility"), and from or through which the Contractor and/or its permitted Contractors will provide any Services.
- (i) **"Go Live Date."** The date that the all or any part of the entire Solution is first available for use by the State in an operational, non-test environment, utilizing actual production data.
- (j) **"Phases."** A particular portion of the Solution, as set forth in the Implementation Master Schedule or as may be modified in accordance with this Contract. Unless modified by written agreement of the parties, the project Phases are project award, requirements validation/design review, pre-implementation project kickoff meeting, site survey, screen building workshop, system build, system staging, factory acceptance test, system shipment to VSP, equipment on-site at customer location, system administrator technical training, pre-implementation, preliminary connectivity testing at customer site, system installation, execute ATP, operator training, system cutover, documentation submittal, system acceptance test, project handoff to Contractor customer services, support and maintenance.
- (k) **"Requirements"** means the State's baseline Functional and Technical Requirements attached as Exhibit 1 to Attachment A of this Contract.
- (l) **"Service Level"** means the specific level of performance the Contractor is required to comply with and adhere to in providing the Services in conformity with the Requirements, consistent with the criteria and parameters specified in this Contract. Service Level Terms are set forth in Attachment F to this Contract.
- (m) **"Performance Period"**  
The term of the SOW shall commence on the Effective Date and terminate concurrently with Customer's signing of the Certificate of Final Acceptance.

(n) **“Location of Services”**

Contractor will perform Services at both its factory and Customer’s designated work site(s) as necessary to complete system implementation Services.

(o) **“Final Acceptance Process”**

"Final Acceptance" means the date the Customer issues a Certificate of Acceptance to Contractor

7. PROJECT MANAGEMENT

The scope of work as detailed below describes the services, deliverables and key assumptions. Contractor will develop an overall project schedule that details the tasks, timelines, and deliverables for the fully integrated solution.

7.1. CONTRACTOR PROJECT MANAGEMENT AND SUPPORT

7.1.1 CONTRACTOR’S PROJECT MANAGER

Contractor will designate an individual to serve as the **“Contractor Project Manager”** who will: (i) be a senior employee within the Contractor’s organization, with the information, authority and resources available to properly discharge the responsibilities required hereunder; (ii) serve as primary point of contact and the single-point of accountability and responsibility for all Contract-related questions and issues and the provision of Services by the Contractor; (iii) have day-to-day responsibility for, and authority to manage, State customer satisfaction; (iv) devote full-time and dedicated efforts to managing and coordinating the Services; and (v) be located at State Facilities or such other appropriate location as Contractor and the State may mutually agree.

Contractor’s Project Manager shall be responsible for all tasks necessary to manage, oversee, and ensure success of the project. These tasks include documenting requirements, developing and updating project plans, assigning staff, scheduling meetings, developing and publishing status reports, addressing project issues, risks, and change orders, and preparing presentations for the State.

Contractor shall use State templates for the foregoing, unless otherwise approved by the State. The State Project Manager shall be responsible for the review and acceptance of project management documentation.

Contractor’s project manager shall be responsible for the successful delivery of all Contractor tasks and subtasks defined in the Project Management Plan (as defined herein). Progress will be monitored, and plans adjusted, as necessary, in project status meetings. The Project Management Plan deliverables (for both State and Contractor tasks) shall be updated by the Contractor, subject to review and approval of the State, and reports printed for each status meeting.

Contractor’s project manager shall be responsible for developing and implementing the following project management documentation:

<b>Deliverable</b>	<b>Description</b>	<b>Update Frequency</b>
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Deliverable Expectations Document (DED)	Document which outlines what is expected for each deliverable and is approved by team prior to deliverable being submitted.	Approved prior to each deliverable being submitted.
Project Management Plan	<p>Prior to the kickoff meeting, the Contractor will provide a draft copy of the PMP that contains the following:</p> <ul style="list-style-type: none"> <li>• Project Phases and Deliverables</li> <li>• Project Management Procedures and controls including Issue, Risk, and Scope Management</li> <li>• Status Report Template</li> <li>• Resource Planning</li> <li>• Project Schedule</li> <li>• Project Management Tools</li> <li>• Quality Assurance &amp; Quality Control</li> <li>• Risk Management</li> </ul>	Once, while updating the necessary sections and registers.
Deliverable Acceptance Form & Sign Off	<p>The deliverable acceptance form which is used to certify the deliverable is ready to be accepted by the State.</p> <p>Obtain sign-off at the completion of each project deliverable as defined by the formal acceptance criteria comparing to the deliverable expectations document.</p>	Required for each deliverable
Communication Plan	This document outlines the communication approach and audiences.	Once, Update as Necessary
Change Requests	Formal document which outlines any changes to the Contract scope, schedule, budget, and resources.	As Needed
Change Requests Log	Tracks the specific change requests submitted and approved/rejected for their impact to the project scope, budget and schedule.	Updated as Necessary
Risk Log	A log of all risks (opened or closed) that could impact the project. Risks should be outlined by their impact and their potential to occur. All risks should have an owner.	Weekly / As Needed
Issue Log	A log of open and resolved/completed Issues. Issues should be outlined by their impact, owner, date of occurrence, and remediation strategy.	Weekly / As Needed
Action Items	A log of open, in-progress, and completed actions items, with assigned resource and expected completion date.	Weekly / As Needed
Decision Log	A log of all decisions made over the course of the project. Decisions should have a date and name of decider.	Weekly / As Needed

Test Plans	A description of the testing approach, participants, sequence of testing and testing preparations	Once
Test Cases & Results	The specific test cases to be tested and the testing results. Test Cases tie back to the project requirements (to ensure each one has been met).	Create once then update with Results
Implementation Master Schedule	The IMS outlines how the project will go-live and will include the exact events that need to occur, along with the assigned resources, and the timeframe for when they need to get done.	Weekly
Project Status Reports	Provides an update on the project health, accomplishments, upcoming tasks/action items, risks and issues. The Status Report and the project color being reported shall be developed in consultation with the State Business Lead and State Project Manager.	Weekly
Meeting Agenda/ Minutes	All scheduled meetings will have an agenda and minutes. The minutes shall contain risks, issues, tasks/action items, and decisions made. Minutes shall be transcribed over to the main logs.	Per occurrence
Lessons Learned	A compilation of the lessons learned having 20/20 hindsight. Lessons learned shall be delivered in an Excel template and collected from each of the State and Contractor project team members to get a full 360-degree view of the project in retrospect.	Once
Closeout Report	This report will include all the lessons learned, project metrics, and a summary of the project's implementation and outcome in operation.	Once

Contractor's project manager shall assist the State's project manager (upon request) in creating materials for periodic presentations to State project sponsors and key stakeholders. Contractor's project manager may be required to present information to, and answer questions from, State stakeholders at these presentations.

#### 7.1.2. PROJECT MANAGEMENT AND SUPPORT

The Contractor will apply PMI (Project Management Institute's PMBOK) principles to ensure on-time and within-budget delivery of the Solution, while meeting all of the Requirements in this Contract. The State will approve all project management methods and tools used during the project. These project management methods and tools are considered project deliverables.

#### 7.1.3. KEY PROJECT STAFF

Contractor will perform and support the Services consistent with this Contract and the Solution Requirements. Contractor Personnel will be properly educated, trained and qualified for the Services they are to perform, and Contractor will put appropriate training in place to meet initial and ongoing training requirements of Contractor Personnel assigned to perform Services.

- (a) Contractor shall be responsible, at its own cost and expense, for any and all recruitment, hiring, Contractor-specific training, education and orientation for all Contractor Personnel assigned or to be assigned to perform Services or support the Requirements.
- (b) All Contractor Personnel, in addition to any Contractor security policies and procedures, shall be required to comply with the security requirements in this Contract
- (c) Contractor shall conduct its hiring process in compliance with all applicable Federal and State laws to include, but not be limited to, anti-discrimination laws.
  - (i) **Eligibility for Employment:** Contractor shall verify that all prospective employees are eligible for employment in the United States.
  - (ii) **Criminal Records:** Contractor, or an agent of the Contractor, shall perform criminal background checks on all prospective employees utilizing a national criminal database acceptable to the State. Before any Contractor Personnel begin work on the Services x) such background check shall have returned a “no record” result or, y) to the extent that the result revealed that a felony record or records exist for a given individual, the associated conviction(s) shall be unrelated to the work to be performed as specified under the Equal Employment Opportunities Commission’s EEOC Enforcement Guidance regarding the employment of convicted felons issued April 25, 2012. Contractor shall provide the State with notice of proposed Contractor Personnel with felony or misdemeanor convictions that involve a crime against a person; a crime involving the use or misuse of computer network; a crime involving weapons, explosives or arson; a crime involving trade secret/proprietary information; a crime involving theft, dishonesty, embezzlement, breach of fiduciary duty, identity theft, or other financial-related crimes; a felony conviction for drug possession; or a crime involving the distribution or trafficking of illegal drugs and/or controlled substances.
- (d) All Contractor Personnel providing or assigned to provide Services or otherwise in a position to obtain or have access to State Information, shall execute a non-disclosure agreement in a form acceptable to the State.
- (e) The timing for transfer, reassignment or replacement of Contractor Personnel will be coordinated with requirements for timing and other elements of the Services so as to maintain continuity in the performance of the Services and avoid interruption or disruption to the Services or any failures to maintain Service Levels.

Contractor shall assign the following Contractor staff (“Key Project Staff”), to meet the Requirements of this Contract:

Rusty Sharpe, Project Manager

Nicholas Cain, Systems Integration Engineer

Contractor will cause the Contractor Personnel filling the Key Project Staff positions to devote full time and dedicated effort to the provision of the Services and the achievement of Service Levels required for the Services, unless a lesser allocation during certain Project Phases may be agreed in writing.

#### 7.1.4 KEY PROJECT STAFF CHANGES

Contractor shall not change the project assignment of Project Manager Rusty Sharpe and System Integration Engineer Nicholas Cain for the period of project implementation. Contractor shall not change other members of Key Project Staff without providing the State written justification, a comprehensive transition plan and obtaining prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld.

The replacement of Key Project Staff shall have comparable or greater skills and applied experience than being replaced and be subject to reference and background checks described above. If Contractor removes Key Project Staff for any reason without the State's approval, Contractor agrees to replace the new Key Project Staff member if performance is unacceptable to State and provide the first thirty (30) days of a replacement resource with equivalent skill at no charge.

Notwithstanding the foregoing, the State acknowledges that Key Project Staff may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as FMLA or National Guard duty for example. In such circumstances, Contractor shall promptly notify the State in writing of the impending or actual departure of any Key Personnel and of the qualifications and identity of proposed replacement Key Project Staff. The State has the right to reasonably disapprove of any replacement Key Project Staff.

**7.1.5 CONTROL OF CONTRACTOR PERSONNEL.** Contractor shall be fully responsible for the management, compensation, and performance of all Contractor Personnel, and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, State, and local wage tax, or employment-related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by income, social security taxes, and unemployment taxes for Contractor and Contractor's employees. Notwithstanding the foregoing, Contractor's employees shall adhere to the State's policies and procedures, of which Contractor is made aware while on State Premises and shall behave and perform in a professional manner. The State, may, in its reasonable discretion, require Contractor to replace any Contractor Personnel, including but not limited to Key Project Staff, working hereunder who does not adhere to, behave, and perform consistent with the State's policies and procedures, or otherwise engages in unprofessional or unethical conduct, or abuses any illegal substance or alcohol, or engages in illegal activities or consistently underperforms. The State shall provide written notice to Contractor of the requirement of replacement, or with whom there are irresolvable personality conflicts. Contractor shall use reasonable efforts to promptly and expeditiously replace Key Project Staff and replace all other personnel within fifteen (15) business days of receipt of the written notice unless otherwise mutually agreed. The State's right to request replacement of Contractor personnel hereunder relates solely to the removal of individuals from work on this Contract with the State and does not create an employment relationship. Nothing in this Contract authorizes the State to direct the Contractor's termination of the employment of any individual.

**7.1.6 CONTRACTOR THIRD PARTY CONTRACTS.** The State acknowledges and understands that Contractor will enter into third party contracts with the following Contractor subContractor: (i) Burlington Communications for Site Surveys, Project Meetings/Customer

Reviews, System Installation, User Interfaces and Installation Configurations documentation, System Cutover Support, Operator Training, Intercom Module Parts and Installation, and Tier 1 Support during (only Year 1) for the performance of Services hereunder. Contractor shall deliver a copy of all such third-party contracts to the State for review upon request. The State hereby consents to the use by Contractor of these subcontractors, provided however that any such consent is not deemed acceptance of the terms of any subcontracts by the State.

## 7.2. PROJECT PLANNING

The State and Contractor Project Managers will arrange for kick-off dates and procedures for managing the project – such as reporting status and resolving issues. This will provide an opportunity to introduce all key members of the project teams and walk through the project management plan and key milestones.

### 7.2.1. MEETING PROTOCOLS

For regularly scheduled project status meetings, Contractor's Project Manager shall provide a meeting agenda and any handouts at least one business day in advance of the scheduled meeting.

### 7.2.2. PROJECT DOCUMENT STORAGE

The Contractor will establish a SharePoint site, or some other collaboration mechanism, that is accessible to the Contractor and the State. This will provide a common area for Contractor's project documents, artifacts, and deliverables. Access to all SharePoint sites (or other medium of collaboration) and all project material contained therein shall be delivered to the State upon completion of the project.

### 7.2.3. STATUS REPORTS

Contractor's Project Manager shall provide project documentation and collaboration to meet the State's vendor reporting requirements. If requested, the Contractor shall use the State's Status Report template. If no template is provided to the Contractor, the status information shall include, at a minimum: all planned tasks accomplished for the reporting period; planned tasks that are incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); all tasks planned for the upcoming two weeks; an updated status of tasks (entered into the Master Project Work Plan and attached to the status report – e.g., percent completed, resources assigned to tasks, etc.); and the status of any corrective actions undertaken. The report will also contain items such as the current status of the project's technical progress and contractual obligations; achievements to date; risk management activities; unresolved issues; requirements to resolve unresolved issues; action items; problems; installation and maintenance results; and significant changes to Contractor's organization or method of operation, to the project management team, or to the deliverable schedule, where applicable. For all project services performed on a time and materials basis, as provided herein, the Contractor shall also provide details on staff hours, cost per activity, all expenditures and a summary of services performed for the reporting period.

The State Project Manager and Contractor's Project Manager will come to agreement on the exact format of the project documentation and collaboration reports, at or before the project kick-off meeting.

Each report shall include a project dashboard at the top outlining the overall status of the project in terms of the standard triple constraint: cost, time, resources (using a legend or icon of green, yellow, and red based upon the following definitions):

- Green – on track to deliver committed scope by committed deadline with committed resources/funding.
- Yellow – not on track to deliver committed scope by committed deadline with committed resources/funding but have a plan to get back to green.
- Red – not on track and currently do not have a plan to get back to green. Need project management intervention or assistance.

In the event of yellow or red overall project status, there should be a specific task(s) and/or issue(s) identified as yellow or red which are the root cause of the overall project status being yellow or red. These items shall be presented in sufficient detail to determine the root-cause. The Status Report shall provide a link to the Risks and Issues Log for more detail.

The report shall include a budget section outlining original contract costs by deliverable with billed and paid-to-date information by deliverable and in total.

### 7.3 IMPLEMENTATION MASTER SCHEDULE

The Contractor will compile a preliminary “baseline” implementation master schedule (“IMS”) using the best available knowledge at the time of Contract signing which is attached to this Attachment A as Exhibit 4. The Contractor shall update the IMS within 20 days after execution of this Contract during the Project Development as required pursuant to the terms herein (e.g., updated tasks and task descriptions, updated meeting dates, updated resource assignments, updated milestone dates). Any such changes shall be communicated in writing by the Contractor to the State Contract Manager by executing a new or revised IMS or other documentation acceptable to the State. Such changes are subject to State review and approval. The parties shall work together to implement the IMS changes in accordance with the terms of this Contract; provided, however, in no event shall revisions to the IMS be deemed to amend this Contract. Changes to project scope, term or maximum amount shall require a Contract amendment.

The IMS is an ongoing tool for anticipating and tracking changes to expectations for all project tasks, deliverables and milestones. The complete IMS is an integrated plan – that is, it includes actions and deliverables from all project areas – both Contractor and State. The complete IMS, which includes the detailed tasks and milestones, shall reside in Microsoft Project (.mpp) format (Version 2007 or higher) and will be shared in the ongoing communication meetings to discuss changes. State shall sign off on all deliverables from each Phase of the IMS before subsequent phase work is initiated. Once sign off is complete, Contractor and State will assess readiness to proceed with next phase.

### 8. SCOPE OF SERVICES.

8.1 DESCRIPTION OF SERVICES. Contractor agrees to provide and shall perform the Services described herein in accordance with and subject to the terms and conditions set forth in this Contract.

The Scout Enterprise system has been designed according to the requirements of the RFP and all necessary equipment, software licensing, and services for the system are included in the pricing. Contractor is implementing a turn-key solution and as such will provide all hardware, software installation and technical services associated with deploying the “solution” for the State of Vermont. The following is a high-level description of the solution which will be implemented for the State of Vermont.

The Scout Enterprise is a pure VoIP solution. All Scout Enterprise components will be distributed over a local-area network/wide area network (LAN/WAN) infrastructure using standard Ethernet. Extensible and flexible redundancy enables local and remote failover based on VSP’s failure scenario requirements.

Scout Enterprise’s completely customizable User Interface enables VSP to customize the screen design to ease transition and meet the changing needs of the dispatchers over time.

There are three major subsystems that make up Scout Enterprise: Console Positions, System Gateways (VPGate), and Endpoints all of which are interconnected via industry-standard Ethernet-based IP infrastructure. No loss of system functionality will be suffered due to geographic separation of components. Every system element is fully configurable via the password-protected administrator software application (Scout Manager). Scout Manager can be co-located with VPGate software or run from another Windows PC. The Scout Enterprise system deploys configuration changes from its centralized configuration database to the console positions over the network. These changes take effect immediately without restarting individual system elements. Even though there is only one machine that has the configuration database, it is not a single point of failure for the system operations. In the event of failure of this machine, the only functionality that will be lost is the ability to add/remove contacts and update dispatcher screens. Dispatching functions will continue to function as configured.

The three major subsystems – along with administration and diagnostic management of the Scout Enterprise system, and WAN Network Capability – are detailed in the sub-paragraphs that follow.

1. Scout Enterprise Dispatch Console Positions:

Each console position physically consists of a Windows PC which Contractor shall provide, a touch-screen monitor, a dedicated IP media processor, and audio peripherals. The monitor displays a graphical representation of endpoints, menus, controls, and system resource icons accessible via mouse or another pointing device. The right mouse button is configurable to activate PTT, if desired. A keyboard is not required to operate the console. Scout Enterprise console software operates on Windows 7 or Windows 10 (including 64-bit) operating systems running on a standard PC. The console PC communicates to the system gateways via Ethernet to access endpoints or other consoles.

To guarantee proper audio quality, a dedicated hardware IP media processor (Media Workstation Plus) is included to perform audio processing, management and presentation.

Scout Enterprise's Media Workstation Plus provides the peripheral connections (e.g. speakers, jack box, desk microphone, etc.), vocoding function, digital audio mixing function, and an interface to the console User Interface software running on a PC. The Media Workstation Plus receives and transmits all audio via Ethernet-based Internet Protocol packets and supports multiple compression algorithms and codecs.

Scout Enterprise provide a highly customizable user experience. All screen entities are configurable for color, font, physical size, and screen location. For example, background graphics, screen navigation, tabbed modules, pop-up windows, and audible tones are all driven by individual customer operations and not by a 'one size fits all' philosophy. During the planning and implementation phase, the Contractor will work with the client's subject matter experts to design and configure a screen that meets their requirements. This is done through a Screen Building Workshop on-site. After the screens have been created, screenshots will be sent for final review for any changes that might need to be done. Afterwards, changes can still be made on-the-fly as requirements or workflows evolve over time.

The Scout Enterprise console graphical user interface is configured through the Scout Manager (SM) administrative software to include system control buttons, audio level controls, and endpoint resources. All aspects of the console presentation and operation parameters can be configured from Scout Manager and downloaded to the console position. Any mixture of display sizes (e.g. 16x9) is supported.

## 2. VPGate™ System Gateways

A key component of the Scout Enterprise system is the VPGate gateway software, which interfaces between all system endpoints (radios, phone lines, talk groups, etc.) and consoles. VPGate runs on non-proprietary Windows computers and supports automatic fail-over based on N+1 redundant configuration. As with all PC's used in a system, Customers have the option of providing the PC hardware Contractor shall provide the PC hardware. For most designs, VPGates are deployed in a redundant configuration.

VPGates communicate and arbitrate control to all shared system resources, including radios (base stations, talk groups, control stations, etc.); telephone extensions; and remote monitoring and control devices (Aux I/O). The software performs all necessary protocol conversions from various open-standard, as well as proprietary, radio and telephone protocols to a common Contractor console protocol. VPGate employs a modular software-based "driver" architecture that allows any mix of endpoints required by the system design. New drivers are regularly developed to support new types of endpoints without requiring proprietary hardware.

VPGates communicate with endpoints utilizing industry standard unicast protocols User Datagram Protocol/ Real-time Transport Protocol (UDP/RTP) while sharing voice/data with console positions via industry standards-based multicast; this optimizes bandwidth on the console LAN (local area network). For complete redundancy and access of all endpoints, it's important the

Customer network support multicast traffic and QoS management across the Scout Enterprise network segments. VPGate administration is protected by user authentication. All updates and modifications take effect immediately after editing. Configuration changes are made without rebooting the gateway and/or console positions.

### 3. Endpoints

Endpoint is the term the Contractor uses to denote a voice or I/O resource that may be shared amongst console positions by VPGate. Examples of endpoints include physical devices (a radio base station or telephony line), as well as virtual devices (a trunked radio talk group). To ensure maximum flexibility and to allow the customer to choose the land mobile radio (LMR) radios and telephony technology that best suits their needs, VPGate supports an industry leading, wide variety of endpoint technologies. Although not a requirement in real world designs, every technology offered can be simultaneously supported by a single Scout Enterprise system. This ensures total flexibility in the future to integrate new technologies while supporting existing technologies on the same system. Native IP Radio and Telephone System Interfaces Scout Enterprise connects to multiple radio and telephone systems via a direct IP interface from the system gateway (VPGate). Each configured resource on the system, such as a talk group or a phone line, becomes an endpoint assignable to one or multiple console positions. Wireline connections are an infrastructure-based interface that provide a highly scalable, feature rich, and reliable connection without the use of a control station radio.

### 4. Administration

All Scout Enterprise components are easily managed through the Scout Manager administrative tool. Scout Manager is a Contractor software application that provides an interface for system configuration and maintenance. Scout Manager behaves as a client application, and the Scout Central Distributor is the server. Each collection of configuration settings for a Scout Enterprise system, including settings for the consoles, screens, and endpoints – is considered a “project.” Project configuration data is located in a Structured Query Language (SQL) database saved in the Scout Data Store (SDS) via the Scout Central Distributor (SCD). The SCD is a dual-purpose application that collects data for diagnostic and report information and accesses SDS to deploy system configuration. The SDS contains the SQL database that services the SCD. For security purposes, the system uses several layers of password protection: Scout Manager, webpage, and Operator Login. To prevent Scout Manager from unauthorized updates, the Scout Enterprise system Administrator can configure Scout Manager to require login with a user name and password. When Scout Manager is configured to require login, the user is prompted to enter the user name and password as soon as Scout Manager starts. The login dialog includes a software keyboard to support consoles that do not include a keyboard. The System Administrator can create users, known as maintainers, who have rights to access Scout Manager. Each maintainer can have varying levels of access, as needed: No Access, Read-only Access, or Full Access. Maintainers can also have the rights to create additional maintainers, assigning rights as necessary. Maintainers’ rights can be assigned differently for each portion of Scout Manager that can be updated. Verified against a master list at login, the maintainer user names and passwords allow access to Scout Manager on any computer where the project resides.

5. Diagnostic Management

Scout Central Distributor (SCD) is a web application that acts as the server to the Scout Manager client. SCD accesses the Scout Data Store (SDS) database to deploy sites and components configured in Scout Manager. SCD also provides diagnostic data on all installed Scout Enterprise components, displays events and alarms, and provides a reports interface. SCD functions as the administrative tool to configure users, establish database and queue settings, import and export configuration data, access Simple Network Management Protocol (SNMP) data, and view licensing information.

The Contractor shall provide as part of this contract two (2) customized Eventide recording systems each capable of replicating the recording capacity of the units currently installed at Williston and Westminster.

The Contractor shall provide all hardware and software necessary to allow for the laptop maintenance computers for mobility operation over broadband, Wi-Fi, or LTE connections, so technicians and dispatch will be able to work remotely.

Contractor will upgrade the existing 16 Outposts currently in use by the STATE to the latest firmware at no additional charge.

Contractor will provide two training sessions, each two-day on-site Scout Administration and Maintenance classes for six technicians and on-site dispatch operator training, for a total of 85 dispatch operators (50 at Williston and 35 at Westminster). Training materials and operator manuals will be provided.

Contractor will work closely with the State’s Multiprotocol Label Switching (MPLS) service provider to determine the technical parameters necessary for integration of Scout Enterprise consoles over the existing private network.

8.2 DELIVERABLES

Contractor may not begin work on a Project Deliverable without approval from the State.

**Deliverables**

Deliverable Number	Deliverable Description	Content	Media	State Acceptance Period (Days)	Responsible Accountable	Assist
<b>D1 – Project Management</b>						
D1-01	<b>Project Kickoff Pre-Implementation Engagement</b>	<ul style="list-style-type: none"> <li>•Kickoff Meeting.</li> <li>•Meeting Topics agenda.</li> <li>•Introduction of Contractor and State team members.</li> <li>•List of attendees.</li> <li>•Organization charts of key vendor staff.</li> <li>•Description of staff roles and</li> </ul>	Hardcopy and electronic Microsoft Office product format	10	Contractor	State PM

		<p>responsibilities for each project phase.</p> <ul style="list-style-type: none"> <li>•Graphical representation of timeline and project scope.</li> <li>•Descriptions of project approach and methodology.</li> <li>•Overview of what to expect during the various project phases and stages.</li> <li>•Agreed upon time to hold weekly State and Vendor meetings.</li> </ul>				
D1-02	<b>Deliverable Expectation and Acceptance Documents Plan &amp; Discover</b>	<ul style="list-style-type: none"> <li>•Contractor and State work together to create acceptance criteria for each deliverable.</li> <li>•Completed deliverable expectation documents for each deliverable.</li> </ul>	Hardcopy and electronic Microsoft Office product format	15	Contractor	Project Team
<b>D2 System Design and Discovery</b>						
D2-01	<b>Network Design</b>	<ul style="list-style-type: none"> <li>• Network Plan &amp; WAN Logical Design (according to paragraph D2-01 below).</li> <li>• Design, develop, and document a Scout Enterprise system to meet Customer network requirements.</li> </ul>	Microsoft Office product format	10	Contractor	Project Team
D2-02	<b>Requirements Validation\Design Review\Discover Session Findings Document</b>	<ul style="list-style-type: none"> <li>• Thorough review and documentation of validated requirements.</li> <li>• Review the network architecture required for the Contractor Scout products deployment.</li> <li>• Denote and discuss where multicast/unicast must pass on the network.</li> <li>• Discuss network redundancy implementation.</li> <li>• Review ownership of the network implementation.</li> <li>• Review and document new design.</li> <li>• Contractor Product Development, Project Management, Manufacturing, and Sales review and document.</li> <li>• Confirm Scout Enterprise suitability to Customer requirements.</li> <li>• Investigate and document gaps (differences between product capabilities and Customer requirements).</li> <li>• Develop and document any needed enhancements.</li> </ul>	Microsoft Office product format	10	Contractor	Project Team
D2-03	<b>Site Survey and Documentation</b>	<ul style="list-style-type: none"> <li>• Contractor surveys the facilities where the equipment is to be installed. Makes notes and observations about each site. Takes pictures of furniture where console equipment will be installed, as well as back room rack environment. Determine what length of cables will be required, determine where grounding points are located. Determine if there is sufficient power for the Contractor equipment. Review demarc where VSP equipment (radio's, phones, recorders, aux I/O, etc.) interfaces to the Contractor Scout product.</li> <li>• Contractor documents obvious site-specific requirements.</li> </ul>	Microsoft Office product format	10	Contractor	Project Team

		<ul style="list-style-type: none"> <li>Document Contractor’s standard approach for Site Preparation and provide technical details to meet or exceed necessary site preparation requirements.</li> </ul>				
D2-04	<b>Screen Building Workshop</b>	<ul style="list-style-type: none"> <li>In advance of the workshop, Contractor to determine if there are multiple user groups, so preparations can be made to develop multiple screen designs.</li> <li>Workshop conducted by Contractor in Williston, Vermont so that Customer personnel can develop and document user interfaces that meet business needs.</li> <li>Database updates from employee feedback.</li> <li>Document Customer review, GUI Screen configuration.</li> </ul>	Microsoft Office product format	10	Contractor	Project Team
D2-05	<b>System Staging</b>	<ul style="list-style-type: none"> <li>Factory Acceptance Test (FAT) is performed at the Contractor facility in Lexington, SC by the System Integration Engineer and Customer Personnel are invited to participate.</li> <li>Documentation that the software and hardware are fully functioning.</li> <li>Deficiencies documented, with an agreed upon plan of action to correct them.</li> </ul>	Microsoft Office product format	10	Contractor	Project Team
D2-06	<b>Factory Acceptance Test for System Staging</b>	<ul style="list-style-type: none"> <li>Documented Factory Test Plan.</li> <li>Functionality Testing of Standard software feature set and Hardware components.</li> <li>Connectivity Testing.</li> <li>Redundancy Testing.</li> <li>Results recorded in the Factory Acceptance Test Plan.</li> </ul>	Microsoft Office product format	15	Contractor	Project Team
D2-07	<b>Develop System Acceptance Test Plan</b>	<ul style="list-style-type: none"> <li>Create and develop system acceptance test plan.</li> <li>Document test elements, procedures, and information for exhibiting the ability of the Scout Enterprise system hardware and software.</li> <li>Assess and document all requirements for acceptance testing processes appropriate to the Scout Enterprise System. Include All functional requirements (i.e. user login, touch screen functionality, radio patching, phone to radio patching, paging, Instant Recall Recorder (IRR), console intercom, redundancy, etc.)</li> <li>Include action items and outstanding issues not completed or resolved at the time of ATP completion.</li> <li>Create action plan for each open action item or outstanding issue.</li> <li>Create ATP completion document with signoffs for the customer and Contractor.</li> <li>Include test equipment settings.</li> <li>Include console test setup diagram.</li> <li>Include VPGate test setup diagram.</li> <li>Equipment tested VPGate software, Scout Enterprise console package, Outpost radio controllers, Headsets, Foot switch, SIP telephony gateway.</li> </ul>	Microsoft Office product format	10	Contractor	Project Team

**D3 Hardware Procurement**

D3-01	<b>System Shipment to VSP</b>	<ul style="list-style-type: none"> <li>According to D3-01 tables below</li> <li>Packaging and Insurance that fully protects the State from loss during shipping.</li> </ul>	Microsoft Office product format	10	Contractor	Project Team
D3-02	<b>Equipment On-site at Customer Locations</b>	<ul style="list-style-type: none"> <li>According to D3-01 tables below</li> <li>Equipment listing, to include at a minimum item description, model number, serial numbers, purchase price, location, have been submitted to DPS Procurement Office</li> </ul>	Microsoft Office product format	10	Contractor	Project Team
<b>D4 Training</b>						
D4-01	<b>System Administration Technical Training</b>	<ul style="list-style-type: none"> <li>Defined training agenda.</li> <li>Contractor to train System Administrators.</li> <li>Two, two-day on-site Scout Administration and Maintenance classes to accommodate six technicians.</li> <li>Training manuals.</li> </ul>	Microsoft Office product format	10	Contractor	Project Team
D4-02	<b>Operator Training</b>	<ul style="list-style-type: none"> <li>Defined training agenda.</li> <li>Operator training.</li> <li>On-site dispatch operator training for 85 dispatch operators (50 at Williston and 35 at Westminster).</li> <li>Training and operator manuals.</li> </ul>	Microsoft Office product format	10	Contractor	Project Team
<b>D5 Pre-Implementation</b>						
D5-01	<b>Preliminary Connectivity Testing at Customer Site</b>	<ul style="list-style-type: none"> <li>During a session with State of Vermont resources, the System Integration Engineer (SIE) gathers data concerning the operational requirements of the sites. This enables the SIE to develop a User interface designed to meet the needs of the State. The steps taken by the SIE to prepare the system for factory staging are listed below.</li> <li>Using Scout's Project Manager Software, the project is developed.</li> <li>The Project is configured with designated talk groups, consoles, VPGates and Central Project Storage (CPS). IP Addresses and Naming conventions are entered.</li> <li>All equipment is then placed on a network switch to verify connectivity.</li> </ul>	Microsoft Office product format	10	Contractor	Project Team
<b>D6 Software Procurement</b>						
D6-01	<b>Software</b>	<ul style="list-style-type: none"> <li>Enterprise Application: License Fees</li> <li>Support and Maintenance Fees</li> <li>Supplementary VPGate P25 DFSI endpoint licenses</li> <li>Licenses to add MDC1200 ANI capability to an OUTPOST-2R endpoint, 1 required per channel.</li> <li>Frontier License</li> </ul>	Microsoft Office product format	15	Contractor	Project Team
<b>D7 Implementation</b>						
D7-01	<b>System Installation</b>	<ul style="list-style-type: none"> <li>Implement Scout Enterprise System Meeting Customer network requirements documented in D2-01.</li> </ul>	Microsoft Office product format	15	Contractor	Project Team
D7-02	<b>System Cutover</b>	<ul style="list-style-type: none"> <li>PSAP fully operational.</li> </ul>	Microsoft Office product format	15	Contractor	Project Team
D7-03	<b>Final Documentation Submittal</b>	<ul style="list-style-type: none"> <li>As Built final delivered design.</li> </ul>	Microsoft Office product	15	Contractor	Project Team

			format			
<b>D8 Testing</b>						
D8-01	<b>System Acceptance Test Plan</b>	<ul style="list-style-type: none"> <li>• Functionality Testing of Standard software feature set and Hardware components.</li> <li>• Connectivity Testing.</li> <li>• Redundancy Testing.</li> <li>• All the necessary testing for the Scout Enterprise System to make it ready to ship.</li> </ul>	Microsoft Office product format	10	Contractor	Project Team
D8-02	<b>Execute Acceptance Test Plan</b> - testing approach, schedule and procedures, for each test cycle	<ul style="list-style-type: none"> <li>• Creation of Acceptance Test Plan (ATP).</li> <li>• All test elements procedures, and information.</li> </ul>	Microsoft Office product format	10	Contractor	Project Team
<b>D9 Final</b>						
D9-01	<b>Project Transition to Contractor Customer Services</b>	<ul style="list-style-type: none"> <li>• Contractor internal systems are updated to indicate that the system is fully operational and current with warranty and maintenance support.</li> </ul>	Microsoft Office product format	15	Contractor	Project Team
D9-02	<b>Support and Maintenance</b>	<ul style="list-style-type: none"> <li>• Year 1 Annual Software Maintenance and Technical support according to D9-02 table below.</li> <li>• Years 2,3,4 and 5 ScoutCare Software and Hardware Maintenance according to D9 - 02b</li> <li>• D9-02c On-Site Maintenance for Year 1 according to table below</li> <li>• Exhibit 6 lists specifically what ScoutCare™ Maintenance and Support includes.</li> </ul>	Microsoft Office product format	15	Contractor	Project Team

**D2-01 Network Plan & Wide Area Network (WAN) Logical Design**

Contractor will work closely with the State’s MPLS service provider to determine the technical parameters necessary for integration of Scout Enterprise consoles over the existing private network.

- Contractor shall create, for State review and approval, a Network Plan that describes connectivity points between the State’s MPLS network and Contractor supplied solution.
- Contractor will deliver a network diagram including all MPLS and Voice interface connections specific to the State. This diagram will include calculated bandwidth requirements over the MPLS network.

- Contractor will deliver network diagram including all applicable IP space, DMZ’s, VLAN, DNS zones, port group policies, and functionality of components utilized as the data center core networking capabilities including multitenant firewall, F5 GTM and LTM devices and virtual firewall devices specific to the State.

- The final deliverable shall include a Word document with narrative and a separate Visio file which shows the network diagram, including:
  - oIP address information
  - oCircuit sizing
  - oRouting information
  - oTelecom carrier information
  - oDatacenter connectivity
  - oLatency targets

- oHardware & software requirements
- oVPN circuits
- oVisio diagram showing the applicable solution

**D3-01 System Shipment to VSP (Deliverable Table Above)** The table below is not intended to be an all-inclusive list of items included in the provided solution. It is the responsibility of the Contractor to ensure all components of the solution are shipped and available for providing the solution.

**Console (Operator) Position Hardware/Software Westminster PSAP**

Item	Qty	Model Number	Description
			<b><u>Console (Operator) Position Hardware/Software Westminster PSAP</u></b>
1	15	T2-SCOUT-PLUS	Tier 2 Scout Plus Hardware Audio Package Console. Includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime, DMS, NENA Headset Interface. Tier 1 Capabilities plus P25 Trunked, DMR Trunked, MPT Trunked, NXDN Trunked and IRR. Windows 7 PC, Monitor and other Standard series accessories not included.. Installation outside of North America requires a cable localization package, Model Number ACCPLUS-CLP-XX. One each required per console position.
2	15	ACC-CPU-DT-WIN10	PC Small form factor,dual NICs and a solid state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above.
3	15	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD
4	15	ACCUSB-KPD-4X6	Programmable USB keypad, four columns of six keys. Model comes with labels and pre-configured as a keypad dialer. If customization of the keypad is needed at the factory, please contact Services for the additional amount to add to the quote for their time.
5	30	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.
6	15	ACCPLUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus
7	15	ACCPLUS-SPK-DUAL	Dual Speaker Kit, Scout Media Workstation Plus
8	15	ACCPLUS-FSW-SING	Single PTT footswitch, Scout Media Workstation Plus
9	30	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus

**Console (Operator) Position Hardware/Software Camp Johnson**

Item	Qty	Model Number	Description
			<b><u>Console (Operator) Position Hardware/Software Camp Johnson</u></b>
10	1	T2-SCOUT-PLUS	Tier 2 Scout Plus Hardware Audio Package Console. Includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime, DMS, NENA Headset Interface. Tier 1 Capabilities plus P25 Trunked, DMR Trunked, MPT Trunked, NXDN Trunked and IRR. Windows 7 PC, Monitor and other Standard series accessories not included.. Installation outside of North America requires a cable localization package, Model Number ACCPLUS-CLP-XX. One each required per console position.
11	1	ACC-CPU-DT-WIN10	PC Small form factor, dual NICs and a solid state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above.
12	1	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD
13	1	ACCUSB-KPD-4X6	Programmable USB keypad, four columns of six keys. Model comes with labels and pre-configured as a keypad dialer. If customization of the keypad is needed at the factory, please contact Services for the additional amount to add to the quote for their time.
14	2	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.
15	1	ACCPLUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus
16	1	ACCPLUS-SPK-DUAL	Dual Speaker Kit, Scout Media Workstation Plus
17	1	ACCPLUS-FSW-SING	Single PTT footswitch, Scout Media Workstation Plus
18	2	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus

**Console (Operator) Position Hardware/Software Williston PSAP**

Item	Qty	Model Number	Description
19	16	T2-SCOUT-PLUS	Tier 2 Scout Plus Hardware Audio Package Console. Includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime, DMS, NENA Headset Interface. Tier 1 Capabilities plus P25 Trunked, DMR Trunked, MPT Trunked, NXDN Trunked and IRR. Windows 7 PC, Monitor and other Standard series accessories not included.. Installation outside of North America requires a cable localization package, Model Number ACCPLUS-CLP-XX. One each required per console position.
20	16	ACC-CPU-DT-WIN10	PC Small form factor, dual NICs and a solid state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above.
21	16	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD
22	16	ACCUSB-KPD-4X6	Programmable USB keypad, four columns of six keys. Model comes with labels and pre-configured as a keypad dialer. If customization of the keypad is needed at the factory, please contact Services for the additional amount to add to the quote for their time.
23	32	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.
24	16	ACCPLUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus
25	16	ACCPLUS-SPK-DUAL	Dual Speaker Kit, Scout Media Workstation Plus
26	16	ACCPLUS-FSW-SING	Single PTT footswitch, Scout Media Workstation Plus
27	32	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus

**Console (Operator) Position Hardware/Software Waterbury VSP HQ**

<b>Item</b>	<b>Qty</b>	<b>Model Number</b>	<b>Description</b>
28	2	T2-SCOUT-PLUS	Tier 2 Scout Plus Hardware Audio Package Console. Includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime, DMS, NENA Headset Interface. Tier 1 Capabilities plus P25 Trunked, DMR Trunked, MPT Trunked, NXDN Trunked and IRR. Windows 7 PC, Monitor and other Standard series accessories not included.. Installation outside of North America requires a cable localization package, Model Number ACCPLUS-CLP-XX. One each required per console position.
29	2	ACC-CPU-DT-WIN10	PC Small form factor, dual NICs and a solid state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above.
30	2	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD
31	2	ACCUSB-KPD-4X6	Programmable USB keypad, four columns of six keys. Model comes with labels and pre-configured as a keypad dialer. If customization of the keypad is needed at the factory, please contact Services for the additional amount to add to the quote for their time.
32	4	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.
33	2	ACCPLUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus
34	2	ACCPLUS-SPK-DUAL	Dual Speaker Kit, Scout Media Workstation Plus
35	2	ACCPLUS-FSW-SING	Single PTT footswitch, Scout Media Workstation Plus
36	4	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus

**Console (Operator) Position Hardware/Software Maintenance Consoles**

<b>Item</b>	<b>Qty</b>	<b>Model Number</b>	<b>Description</b>
37	5	T2-SCOUT-SMW12-SK	Tier 2 Scout Console Package with 12 channel software media workstation. Includes Scout Standard Runtime, DMS, Tier 1 Capabilities plus P25 Trunked, DMR Trunked, MPT Trunked, NXDN Trunked and IRR. Windows 7 PC, Monitor, and other USB accessories not included. NENA Headset interface is NOT available in this package. Software License Version.
38	5	ACC-LAPTOP-WIN10	Laptop PC for SMW Console Position, MS Windows 10 Professional 64 bit OS
39	5	ACCUSB-HED-6W-NC	USB Headset, Plantronics Supra H51 monaural with noise canceling microphone. Includes USB Quick Disconnect Adaptor.
40	5	ACCUSB-MIC	Avtec USB PTT Desk Microphone, Scout Software Media Workstation
41	5	ACCUSB-SPK-2	Avtec USB Dual Speaker Kit, Scout Software Media Workstation
42	5	ACCUSB-HUB10	10 Port USB Hub, USB3.0

**Console (Operator) Position Hardware/Software Middlesex Radio Shop**

Item	Qty	Model Number	Description
43	1	T2-SCOUT-PLUS	Tier 2 Scout Plus Hardware Audio Package Console. Includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime, DMS, NENA Headset Interface. Tier 1 Capabilities plus P25 Trunked, DMR Trunked, MPT Trunked, NXDN Trunked and IRR. Windows 7 PC, Monitor and other Standard series accessories not included.. Installation outside of North America requires a cable localization package, Model Number ACCPLUS-CLP-XX. One each required per console position.
44	1	ACC-CPU-DT-WIN10	PC Small form factor, dual NICs and a solid state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above.
45	1	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD
46	1	ACCUSB-KPD-4X6	Programmable USB keypad, four columns of six keys. Model comes with labels and pre-configured as a keypad dialer. If customization of the keypad is needed at the factory, please contact Services for the additional amount to add to the quote for their time.
47	2	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.
48	1	ACCPLUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus
49	1	ACCPLUS-SPK-DUAL	Dual Speaker Kit, Scout Media Workstation Plus
50	1	ACCPLUS-FSW-SING	Single PTT footswitch, Scout Media Workstation Plus
51	2	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus

**Gateways and Endpoint Hardware/Software**

<b>Item</b>	<b>Qty</b>	<b>Model Number</b>	<b>Description</b>
52	2	SFW-VPG-L3-SK	Redundant VPGate Software License for a maximum of 160 endpoints; up to 100 may be "B" Licenses.
53	5	ACC-CPU-RM-WIN10	Industrial 1U Computer with Windows including Solid State hard drive and Windows10 Professional 64 bit OS. Rack mount for Cabinets. Requires DISP-XXXX for monitor, keyboard, etc. Used in a Scout System when a Standard Rack mount computer is needed.
54	2	SFW-UPG-L3-FTR-SK	Frontier license to allow four PSAPS at Lamoille, Hartford, Shelburne, and St. Albans to interoperate with VSP resources, if they deploy Scout consoles.
55	1	SFW-VPG-DFSI-10-SK	Supplementary VPGate P25 DFSI endpoint license, requires SFW-VPG-XXXX. Supports up to 10 each redundant P25 DFSI endpoints. Software License Version.
56	4	INTERCOM MODULE	Door Intercom Interface Module
57	123	OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input
58	245	OUTPOST-RJ-CONN	Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W tone keying and E&M applications.
59	245	SFW-MDC-1	License to add MDC1200 ANI capability to an OUTPOST-2R endpoint, 1 required per channel.
60	2	GWC-8FXO-SIP	Cisco Session Initiation Protocol (SIP) Telephony Gateway, supports eight each FXO circuits
61	2	GWC-T1-SIP	Cisco Session Initiation Protocol (SIP) Telephony Gateway, Supports one each T1 circuit
62	4	PKG-IO-VPGATE	Input-Output Package for Scout and DSPatchNET, includes one each 24-input, one each 24-output rack mount panel and power supply. 25 pr cabling is optionally purchased, PKG-INST-AUX-XX.
63	17	ACC-NETWK-24P-SFP4	24 Port Gigabit Switch with 4 SFP Ports

**New Archival Recorders**

<b>Item</b>	<b>Qty</b>	<b>Model Number</b>	<b>Description</b>
64	2	VLR-EVENTIDE	Customized Voice Logging Recorder with Partner Eventide

**Racking Equipment**

Item	Qty	Model Number	Description
65	7	RR-72-38U	Two-post Relay Rack in clear aluminum finish, 72 inches in Height, 38U mounting space
66	3	ACC-MTG-2U-RR	Kit to rack mount two (2) each ACC-CPU-RM-2012 or -WIN7 in 19" Relay Rack. 2U high.
67	2	DISP-KVM-F-RR	1U LCD Folding Display, for Relay Rack. Includes Keyboard with trackpad and 8-port KVM
68	5	DISP-KVM-F-CABLE-USB	Spare cable kit for 1U Folding Display (DISP-KVM-F-RR) USB connector
69	32	OUTPOST-RACKMT-PKG	3U Rack mount shelf (holds 1-4 Outposts) plus 3U Rack mount power supply
70	9	OUTPOST-AC-ADAPT	120 VAC to 12 VDC Power Supply, 1 per Outpost
71	4	PKG-INST-AUX-25	Type 66 Cabling/Punch block kit to install one auxiliary I/O package, 25' cables

**Spare Equipment**

Item	Qty	Model Number	Description
72	2	ACCPLUS-HMW	Scout Hardware Media Workstation Plus For replacement or spare console. This model does not include console licensing.
73	2	ACC-CPU-DT-WIN10	PC Small form factor, dual NICs and a solid state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above.
74	2	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD
75	2	ACCPLUS-SPK-DUAL	Dual Speaker Kit, Scout Media Workstation Plus
76	2	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus
77	2	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.
78	2	ACCPLUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus

**D9-02 ScoutCare Software and Maintenance Free Year 1**

79	1	SCOUTCARE-T1	Year 1 Annual Software Maintenance and Technical support.
80	1	SCOUTCARE-HARDWARE	Year 1 Annual Hardware Maintenance

**D9-02b ScoutCare Software and Maintenance (for years 2,3,4 and 5)**

83	4	SCOUTCARE-T1	Annual Software Maintenance and Technical support.
84	4	SCOUTCARE-HARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare (on software) is a prerequisite for the Hardware Option to become effective.

**D9 – 02c On-Site Maintenance for Year 1**

85	1	ONSITEMAINTENANCEY1	On-site maintenance for year 1
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The Contractor’s Scout enterprise dispatch system (the “Solution”) is a turn-key solution that shall support the Vermont State Police operational and business needs for a replacement communications radio consoles to be located in Williston, Westminster, Waterbury, Middlesex and Camp Johnson operational facilities.

The Contractor shall provide all necessary hardware, software development and design services, project and operations management, support and maintenance, consulting, training, engineering and application development , monitoring, support, backup and recovery, change management, technology updates and upgrades and other professional services as described herein (individually and collectively referred to herein as the “Services”), as necessary for the State’s productive use of the Solution as further set forth in this Contract.

The system has 16 Scout Enterprise console positions located in the Williston PSAP, 15 positions located in the Westminster PSAP, two positions located at the Waterbury HQ, one position at Camp Johnson, and six maintenance console positions distributed evenly between the Middlesex, Williston, and Westminster locations. The six maintenance positions include five laptop computers and one full operative position at the Middlesex Radio Shop. The positions can be used as both maintenance positions or for mobility can operate over broadband, Wi-Fi, or LTE connections. All necessary components to enable mobility are included in the contract.

Each full operative dispatch console position physically consists of a Microsoft Windows PC, a dedicated IP media processor (Contractor’s Media Workstation Plus), audio peripherals inclusive of four speakers for Select and Unselect audio monitoring, two headset jack boxes, desk microphone, footswitch, two 6-wire headsets, a USB keypad, and a 21.5” LED touch monitor, standard keyboard and mouse.

Each laptop dispatch console position physically consists of a laptop PC with software media workstation, USB headset, USB PTT desk mic, USB dual speakers, and a 10 port USB hub.

The Contractor's Radio over IP gateway devices are called Outposts. Outposts allow the integration of up to two analog devices per unit and can integrate 2-Wire or 4-Wire, 600-ohm balanced audio or single-ended audio. Contractor will provide 123 Outposts as part of this contract. Contractor will upgrade the 16 Outposts currently in use by the State of Vermont to the latest firmware at no additional charge.

Scout Enterprise is a completely modular software-based dispatch system. This solution will support up to 400 positions and 4,000 endpoints without any additional software or hardware.

ScoutCare software maintenance for years 1-5 is included, along with hardware maintenance coverage. ScoutCare software maintenance coverage of Frontier is also provided for years 1-5.

As part of this contract, the Contractor is replacing the existing analog archival recorders with Eventide Logging recorders that are capable of direct IP recording and that support metadata from the Scout Enterprise console system. These recorders will exceed the channel capacity of the legacy recording devices.

The Contractor shall provide as part of this contract two (2) customized Eventide recording systems each capable of replicating the recording capacity of the units currently installed at Williston and Westminster.

The Contractor shall provide all hardware and software necessary to allow for the laptop maintenance computers for mobility operation over broadband, Wi-Fi, or LTE connections, so technicians and dispatch will be able to work remotely. Mobile Scout does not include the LTE routing technology or encryption technology. Customer is responsible for providing.

The Contractor will upgrade the existing 16 Outposts currently in use by the STATE to the latest firmware at no additional charge.

The Contractor will provide two two-day on-site Scout Administration and Maintenance classes for six technicians and on-site dispatch operator training for a total of 85 dispatch operators (50 at Williston and 35 at Westminster). Training materials and operator manuals will be provided.

The Contractor will work closely with the State's MPLS service provider to determine the technical parameters necessary for integration of Scout Enterprise consoles over the existing private network.

### 1. Responsibility Matrix

In addition to responsibilities stated in the Agreement, the following table further defines each Party's responsibility for deliverables of the Project under this SOW. **This Responsibility Matrix shall be interpreted with the Sales Quotation and Proposal to Customer. The Contractor is not responsible for providing any service not specifically quoted.** Use of Not Applicable ("N/A") shall designate services not quoted to Customer and for which either Customer or End User are responsible. **"Joint"** means both Parties share responsibility.

<b>Responsible Party</b>	<b>Description</b>
CONTRACTOR	1. This is a turn-key solution. Everything from the demark into the MPLS Network is the responsibility of the State of Vermont. Everything from the demark to the end-user positions is the responsibility of Contractor.
	<b>2. Project Management Activities</b>
CONTRACTOR	2.1. Coordinate and facilitate system staging and configuration.
CONTRACTOR	2.2. Coordinate resources for on-site system installation, testing and cutover support.
	<b>3. Shipping</b>
CONTRACTOR	3.1. Package Equipment for Shipping
CONTRACTOR	3.2. Deliver Equipment and Materials to Installation Site
CONTRACTOR	3.3. Inspection and Inventory of delivered CONTRACTOR equipment and notification to CONTRACTOR of any shipping damage within ten (10) business days from date of delivery.
	<b>4. Installation and Cutover Activities</b>
CONTRACTOR	4.1. Physical Installation of Contractor Equipment
JOINT	4.2. Review System Capabilities and Operational Requirements
CONTRACTOR	4.3. Document User Interfaces
JOINT	4.4. Make Decisions on Console System Configuration
CONTRACTOR	4.5. Label Cables with a Unique Identifier Conforming to Contractor Requirements.
	<b>5. Manage Work Site Preparation.</b>
JOINT	5.1. Environmental – provide adequate physical conditions (including furniture, racks, shelves, etc.), ventilation, heating, and cooling per Scout system requirements. *
CONTRACTOR	5.2. CONTRACTOR Provides Racks for Rack mounted hardware.

CUSTOMER	<p>5.3. Procure, Configure, Install, Terminate and Test all Network Cabling and Radio Infrastructure that connects to Scout Products. Contractor will only provide cabling between Contractor Products.</p>
CUSTOMER	<p>5.4. <b>Wiring and Grounding</b> – CUSTOMER is responsible for installation and testing of building wiring and grounding system as required by all applicable building codes, ordinances, regulations, this SOW, and modern industry best practices. CUSTOMER is responsible for providing appropriate surge protective devices and grounding for network, power, and telephony. CUSTOMER shall provide a tested Demarcation Point for all wiring and console hardware and at all times comply with CONTRACTOR’s “Scout Hardware Grounding Practices, Rev.2”, documentation #9904-302-0002, which shall be provided to CUSTOMER and is incorporated herein by reference.</p> <p>5.5. Console Equipment- Contractor is responsible for the grounding connection between the CUSTOMER supplied Demarcation Point and the Contractor supplied Junction Block (equipment ground termination point). Contractor is responsible for running grounding wire from CONTRACTOR supplied equipment (MWC, Jack Box, desk microphone, footswitch) to the Junction Block provided by CONTRACTOR to CUSTOMER supplies furniture (e.g. desk). Contractor is responsible for running grounding wire from the Junction Block to the CUSTOMER supplied Demarcation Point.</p> <p>5.6. CUSTOMER Backroom Equipment- CUSTOMER is responsible for supplying a tested Demarcation Point for any backroom rack equipment. Rack equipment supplied by CUSTOMER shall be grounded prior to the CONTRACTOR installation. Contractor is responsible for running grounding wire from CONTRACTOR supplied equipment (Outposts, telephone interfaces, Aux I/O) to the Contractor provided ground located on the Frame Rail of the backroom equipment rack. CUSTOMER is responsible for running grounding wire from the Frame Rail ground location to the CUSTOMER supplied ground point.</p>
CUSTOMER	<p>5.7. CONTRACTOR Backroom Equipment- For backroom rack and equipment supplied by CONTRACTOR, Contractor is responsible for the grounding connection between the CUSTOMER supplied Grounding window to the grounding point on the rack equipment. Contractor is responsible for</p>

	running grounding wire from CONTRACTOR supplied equipment (Outpost, Telephony, Aux I/O) to the preferred grounding point on the rack equipment.
CUSTOMER	5.8. Electrical Power – Provide adequate electrical power at each equipment location. Scout hardware components supplied by CONTRACTOR run on 110/220VAC, 50-60Hz
CUSTOMER	5.9. Networking – provide all required network interfaces including Ethernet and Telephony circuits. Configure networking to supply IP transport per Scout requirements. Customer is solely responsible for the administration. Integration of MPLS and CONTRACTOR networks is the responsibility of the CUSTOMER and CONTRACTOR.
CUSTOMER	5.10. Network Security- Customer is solely responsible for the security of its MPLS Infrastructure.
CUSTOMER	5.11. Site Access – provide access to all locations as required for CONTRACTOR site surveys.
CUSTOMER	1.1. Radio Programming - provide radios programmed to support requested features or functionality (e.g. ANI information, Emergency, etc.) of Scout consoles.
	<b>2. Provide CUSTOMER Furnished Equipment</b>
CUSTOMER	2.1. Design, furnish and install all required MPLS networking infrastructure to support Scout system applications, notwithstanding the network switches provided by Contractor as identified in the Sales Quotation.
CUSTOMER	2.2. Furnish any computers, equipment and/or accessories not provided by CONTRACTOR. Is this normally such a broad statement?
	<b>3. Installation Support</b>
CONTRACTOR	3.1. Disposal of Packing Materials
CUSTOMER	3.2. Provide site access, and/or escorts to the equipment rooms and cabling installation areas as required.
CUSTOMER	3.3. Assist CONTRACTOR with any access credentials required by third parties, such as Personnel Badges, TSA or Airport clearances.
CUSTOMER	3.4. If required, provide a secure room at the installation site with a dial out phone during the implementation phase of the project. (This room will be used by the CONTRACTOR personnel for its operations; for temporarily storing Scout system components and securing test equipment and tools.)
CUSTOMER	3.5. Provide demarcation of telephony and radio interfaces within 20' of CONTRACTOR equipment.

JOINT	3.6. Schedule Installation and Cutover Planning with Operations Personnel.
CONTRACTOR	3.7. Install all CONTRACTOR and CONTRACTOR provided Third Party Hardware and Peripherals that are a part of Contractor’s Solution.
CONTRACTOR	<b>4. Perform Training</b>
CONTRACTOR	4.1. Contractor will provide two two-day on-site Scout Administration and Maintenance classes for six technicians and on-site dispatch operator training for a total of 85 dispatch operators (50 at Williston and 35 at Westminster). Training materials and operator manuals will be provided.
	<b>5. Cutover Assistance and Acceptance</b>
CONTRACTOR	5.1. Contractor will provide on-site cutover assistance
CUSTOMER	5.2. Disposal of existing equipment
	<b>6. Test Activities</b>
JOINT	6.1. Perform agreed upon Acceptance tests

8.3. **State-Caused Delays.** Contractor acknowledges that the State may not be able to meet the time frames specified in an IMS or that the State may determine that it is necessary to delay and/or modify the timing and sequencing of the implementation as provided in the IMS. While the State is committed to the project and shall use reasonable efforts to provide staff and resources necessary to satisfy all such time frames, the State shall not be held responsible or deemed in default for any delays in Solution implementation provided the State uses its reasonable efforts to accomplish its designated responsibilities and obligations as set forth in the IMS. In addition, the State may, at its option, delay implementation and installation of the Solution, or any part thereof. Notwithstanding any provision to the contrary, if the State Significantly Delays implementation of the Solution, either party may make a Change Request in accordance with Section 8, “Change Order Process,” and, if required, an amendment to this Contract. Contractor agrees to adjust the IMS and Payment Milestones deadlines to take into account any State-caused delays; provided, however, that Contractor shall continue to perform any and all activities not affected by such State-caused delay. In the event the State’s adjustment to the IMS causes Contractor scheduling conflicts or personnel unavailability, the State and Contractor shall prepare a revised mutually agreeable IMS which may delay the commencement and completion dates of the project and shall take into consideration the readjusted time frames and any necessary resequencing of the activities. Such readjustment, rescheduling or modification of the Project shall be at no additional cost to the State if the delays are less than or equal to thirty (30) days.

For purposes of this Section, a “Significant Delay” shall mean any delay that in itself will cause a slippage of thirty (30) calendar days or more in a Go Live date.

8.4 **Third Party Resources.** From time to time State may request that Contractor obtain and provide to the State, at the State's expense, third party Resources related to the Services but outside the scope of what Contractor is then obligated to provide hereunder, including the benefit of any volume purchasing discounts, pricing or terms available to the State or its supplier. Contractor shall notify the State at the time of any such request of any relationships Contractor may have with such suppliers that may be of benefit to the State in this respect. To the extent that State may have a more favorable relationship with any third-party supplier, upon notice from State, Contractor agrees to consider such Resources from State's designated supplier. Contractor will not add an administrative fee or other markup to any third-party Resources it procures on behalf of or for the benefit of State and the Services provided hereunder.

## 9. ACCEPTANCE

9.1. **Acceptance Testing by the State Following Implementation.** After Contractor provides written notice to the State that it has completed the installation and cutover Phase of the Solution, the State shall, in accordance with the Formal Acceptance Criteria agreed by the parties, and with full cooperation and assistance from Contractor, conduct all such inspections and tests of the Phase as the State may deem necessary or appropriate to determine whether any Defects exist in the Phase as implemented and whether the Phase as installed materially complies with all of the Installation Test Specifications and Phase specifications as set forth in the Requirements and detailed IMS. Such inspections and tests shall be over a burn in period of thirty (30) consecutive days from the date a notice of completion is issued (the "Acceptance Period"). Contractor shall correct all Defects during the Acceptance Period, demonstrate to the State that correction of such Defects has been made, and after so demonstrating correction, shall issue to the State a written Certificate of Completion indicating that no Defects are known to exist in the Phase and/or Solution. In the event of a software or hardware failure during the 30 day burn in, the defect shall be corrected and the 30-day consecutive period shall be restarted. The State shall be deemed to have accepted and approved the particular Phase or Solution only upon the State's delivery to Contractor of a signed, written Certificate of Acceptance indicating that the Phase or the Solution, as the case may be, as completed, materially performs in accordance with the Requirements.

If at the end of the Acceptance Period, the State has not issued a signed Certificate of Acceptance to Contractor for that Phase or the Solution, the State may, in its sole discretion, extend the Acceptance Period by no more than thirty (30) days; provided, however, that the Solution cannot be used in a production environment and the State shall respond within five (5) business days of a written request by Contractor issued after the end of the original Acceptance Period to provide Contractor with the State's status of approval or disapproval for that Phase or the Solution. Any rejection must be in writing and specify the reason for the rejection and must be based upon the continued existence of a Defect in the Phase or Solution or failure of the Phase or Solution to materially perform in accordance with the Requirements. The Certificate of Acceptance shall not be unreasonably withheld by the State. If a Certificate of Acceptance for a Phase or the Solution is signed and delivered by the State, Contractor shall sign said Certificate, with both parties receiving a copy thereof.

## 10. THIRD PARTY COOPERATION

The State may hire other independent Contractors as it may require to assist with the project.

Contractor will cooperate with the State and the third party, including provision of: (i) written Documentation requested by the State; (ii) commercially reasonable assistance and support services to such third party; and (iii) reasonable access to Contractor as necessary for such third parties to perform their work. The State shall use reasonable efforts to require such third parties to comply with Contractor's reasonable requirements regarding confidentiality, operations, standards, and security. Contractor shall support and maintain such third-party work product, provided the service provider complies with any Documentation applicable to Contractor in respect of the Services involved.

## 11. CONTRACT/PROJECT CHANGE ORDER PROCESS

For projects involving Technology Implementation services, where frequent and/or multiple minor changes to the project schedule or deliverables are anticipated, the following process may be utilized to effectuate such minor changes without undue project delays ("Change Orders"). Changes to a Contract during its term may incur additional costs and possible delays relative to the project schedule or may result in less cost to the State (for example, the State decides it no longer needs a deliverable in whole or part) or less effort on the part of a selected vendor. A Change Order shall define the effort involved in implementing the change, the total cost or associated savings to the State, of implementing the change, and the effect, if any, of implementing the change on the project schedule.

Any change that alters the essential terms of the original contract, including any change that expands or decreases the statement of work, the contract duration, the payment terms and/or the contract maximum amount, shall require a Contract Amendment in accordance with State contracting policies and procedures. Under no circumstances may a Change Order be used where a Contract Amendment is otherwise required pursuant to the Contract Amendments, Approval and Execution process set forth in State Administrative Bulletin 3.5.

Change Orders will be developed jointly, and every effort will be made to adhere to the approved Project Plan. The Project Manager for the State and the Project Manager for a Contractor will decide whether a Change Order is necessary. If a Change Order is necessary, the Project Manager for requesting party will prepare a Change Order Request detailing the impacts on scope, schedule, deliverables, resources, and cost. The Change Order Request must be submitted to the non-requesting party for review. The non-requesting party will make its best efforts to either approve or deny the Change Order in writing within (10) business days. In no event shall any delay in the approval or denial of a Change Request constitute a deemed approval by the State.

The State will not pay for the effort involved in developing a Change Order. The Contractor shall bear the cost of estimating the cost or savings, time, and Contractor resources required to implement all Change Order Requests forthcoming from the State during the course of the Project.

All Change Orders that are mutually agreed upon must:

- a. be in writing and describe, with specific reference to the applicable section(s) of the contract, what is being added, deleted or otherwise modified;
- b. be signed by both the State and the Contractor;

- c. include the original contract number and a sequential Change Order number;
- d. include Contractor certifications regarding Taxes, Debarment, and Child Support, as detailed in State Administrative Bulletin 3.5, Section XIII(A)(c); and
- e. be consolidated into a formal Contract Amendment whenever an amendment would otherwise be required by State Administrative Bulletin 3.5.

## **Exhibit 1 – State Technical and Functional Requirements**

Contractor's Scout enterprise dispatch system (the "Solution") is a turn-key solution that shall support the Vermont State Police operational and business needs for a replacement communications radio consoles to be located in Williston, Westminster, Waterbury, Middlesex and Camp Johnson operational facilities.

The Contractor shall provide all necessary hardware, software development and design services, project and operations management, support and maintenance, consulting, training, engineering and application development, monitoring, support, backup and recovery, change management, technology updates and upgrades and other professional services as described herein (individually and collectively referred to herein as the "Services"), as necessary for the State's productive use of the Solution as further set forth in this Contract.

The system has 16 Scout Enterprise console positions located in the Williston PSAP, 15 positions located in the Westminster PSAP, two positions located at the Waterbury HQ, one position at Camp Johnson, and six maintenance console positions distributed evenly between the Middlesex, Williston, and Westminster locations. The six maintenance positions are included with five laptop computers and one full operative position at the Middlesex Radio Shop. The positions can be used as both maintenance positions or for mobility operate over broadband, Wi-Fi, or LTE connections. All necessary components to enable mobility are included in the contract.

Each full operative dispatch console position physically consists of a Microsoft Windows PC, a dedicated IP media processor (Contractor's Media Workstation Plus), audio peripherals inclusive of four speakers for Select and Unselect audio monitoring, two headset jack boxes, desk microphone, footswitch, two 6-wire headsets, a USB keypad, and a 21.5" LED touch monitor, standard keyboard and mouse.

Each laptop dispatch console position physically consists of a laptop PC with software media workstation, USB headset, USB PTT desk mic, USB dual speakers, and a 10 port USB hub.

Contractor's Radio over IP gateway devices are called Outposts. Outpost allows the integration of up to two analog devices per unit and can integrate 2-Wire or 4-Wire, 600-ohm balanced audio or single-ended audio. Contractor will provide 123 Outpost as part of this contract. Contractor will upgrade the 16 Outposts currently in use by the State of Vermont to the latest firmware at no additional charge.

Scout Enterprise is a completely modular software-based dispatch system. This solution will support up to 400 positions and 4,000 endpoints without any additional software or hardware.

ScoutCare software maintenance for years 1-5 is included, along with hardware maintenance coverage. ScoutCare software maintenance coverage of Frontier is also provided for years 1-5.

As part of this contract, Contractor is replacing the existing analog archival recorders with Eventide Logging recorders that are capable of direct IP recording and that support metadata from

the Scout Enterprise console system. These recorders will exceed the channel capacity of the legacy recording devices.

The Contractor shall provide as part of this contract two (2) customized Eventide recording systems each capable of replicating the recording capacity of the units currently installed at Williston and Westminster.

The Contractor shall provide all hardware and software necessary to allow for the laptop maintenance computers for mobility operation over broadband, Wi-Fi, or LTE connections, so technicians and dispatch will be able to work remotely. Mobile Scout does not include the LTE routing technology or encryption technology. Customer is responsible for providing.

Contractor will upgrade the existing 16 Outposts currently in use by the STATE to the latest firmware at no additional charge.

Contractor will provide two two-day on-site Scout Administration and Maintenance classes for six technicians and on-site dispatch operator training for a total of 85 dispatch operators (50 at Williston and 35 at Westminster). Training materials and operator manuals will be provided.

Contractor will work closely with the State’s MPLS service provider to determine the technical parameters necessary for integration of Scout Enterprise consoles over the existing private network.

ID #	Functional Requirement Description
<b>1. PSAP Consoles General Capabilities</b>	
1.1	<p>16 Scout Enterprise console positions located in the Williston PSAP, 15 positions located in the Westminster PSAP, two positions located at the Waterbury HQ, one position at Camp Johnson, and six maintenance console positions distributed evenly between the Middlesex, Williston, and Westminster locations. The six maintenance positions are shall include five laptop computers and one full operative position at the Middlesex Radio Shop. The positions can be used as both maintenance positions or for mobility operate over broadband, Wi-Fi, or LTE connections. All necessary components to enable mobility are included in the contract. Mobile Scout does not include the LTE routing technology or encryption technology. Customer is responsible for providing. The Scout Enterprise system has been designed according to the requirements of the RFP and all necessary equipment, software licensing, and services for the system have been included in the pricing. Contractor is offering a turn-key solution and as such will provide all hardware, software installation and technical services associated with deploying the “solution” for the State of Vermont.</p> <p>The Contractor shall provide as part of this contract two (2) customized Eventide recording systems each capable of replicating the recording capacity of the units currently installed at Williston and Westminster.</p> <p>The Contractor shall provide all hardware and software necessary to allow for the laptop maintenance computers for mobility operation over broadband, Wi-Fi, or LTE connections, so technicians and dispatch will be able to work remotely.</p> <p>Contractor will upgrade the existing 16 Outposts currently in use by the STATE to the latest firmware at no additional charge.</p> <p>Contractor will provide two two-day on-site Scout Administration and Maintenance classes for six technicians and on-site dispatch operator training for a total of 85 dispatch operators (50 at Williston and 35 at Westminster). Training materials and operator manuals will be provided.</p> <p>The solution will allow the Vermont State Police to provide dispatch services for internal communications and multiagency dispatching. This solution meets the business and operations requirements for the Department of Public Safety.</p>

2. PSAP Consoles Usability	
2.1	System shall provide Automatic Gain Control (AGC). <ul style="list-style-type: none"> <li>• All audio channels shall have a definable/controllable constant level input to the consoles.</li> </ul>
2.2	System shall provide individual channel volume control <ul style="list-style-type: none"> <li>• Mute to Loud</li> <li>• All-mute</li> </ul>
2.3	Select and Unselect high-quality speakers with manual (off-screen) controls (four required per operator position) <ul style="list-style-type: none"> <li>• Select speaker shall mute when local position keys – regardless if the key is through the headset, handset, boom mic or footswitch.</li> <li>• Each speaker shall feature a multi-colored LED to indicate power and receive audio activity.</li> </ul>
2.4	VU meter – provide a visual display of audio level. <p>There are two different VU meters in the Scout Enterprise system. One is a tool to be placed on the screen for the dispatchers to monitor their outbound volume. The second is configured on a per endpoint basis to display the inbound volume levels.</p>
2.5	Push to talk headset and microphone - General transmit. <ul style="list-style-type: none"> <li>• Corded and wireless options</li> <li>• 4 concurrent audio sources (operator selectable) with individual volume controls at each operator position.</li> </ul>
2.6	Telephone/Radio headset interface. <ul style="list-style-type: none"> <li>• Telephone and radio through common headset</li> <li>• Auto-switching between telephone and radio inputs shall be seamless with no interruption to audio volume and quality</li> <li>• Telephone transmit auto-muted when radio keyed</li> </ul>
2.7	Headset Jack, Footswitch. <p>Contractor will provide two jack boxes. They will be configured to allow for a trainer and dispatcher to sit at a single console position. A footswitch also is installed at the station and provides a generic PTT. This generic PTT when pressed opens either a desk microphone or handset/headset, whichever is configured with priority.</p>
2.8	Two operators (Trainee/Supervisor) capability at all dispatch positions. <p>Contractor will supply two jack boxes. They will be configured to allow for a trainer and dispatcher to sit at a single console position.</p>
2.9	Third-party voice logger support. <ul style="list-style-type: none"> <li>• Both Analog and IP recorders shall be supported</li> </ul> <p>Scout Enterprise supports both analog and digital voice loggers. The solution for VSP will include a new IP recorder.</p>
2.10	Dispatch console – group and display specific radio channels/towers.
2.11	Console receives and displays P25 Emergency Indicator. <ul style="list-style-type: none"> <li>• Audible indicator</li> <li>• Visual indicator</li> </ul> <p>When an Emergency signal is received by the console system, a visual and audible notification appears on the screen. The audible is a tone that can be configured on some endpoints and not others, if desired. The tone also can be changed to a different .WAV file. The visual includes blinking indications of which channel the emergency was received on as well as indicators in the Activity History for reference after the fact.</p>
2.12	Dispatch console – shall group and display specific radio channels/towers.
2.13	System shall provide customer configurable console groups. <ul style="list-style-type: none"> <li>• User capable of setting up multiple radio/tower configurations, including isolating one radio/tower on a console</li> </ul>
2.14	Customer configurable console groups.
2.15	Definable radio channel/tower on. <ul style="list-style-type: none"> <li>• More than an eight-digit display</li> <li>• Define character limitations</li> </ul>
2.16	Solution shall display visual status of network activity (tower site in fail at the operator position).
2.17	Shared channels with local emergency responder radios are viewable at the home screen as separate modules and switching between local responder modules shall require no more than 2 mouse clicks.
2.18	Operational temperatures. <ul style="list-style-type: none"> <li>• +10 to +35 degrees Celsius (+50 to +95 degrees Fahrenheit)</li> </ul>
2.19	Non-operational temperatures.

	<ul style="list-style-type: none"> <li>• -40 to +65 degrees Celsius (-40 to +150 degrees Fahrenheit)</li> </ul>
2.20	<p>Non-climate-controlled environment.</p> <ul style="list-style-type: none"> <li>• Equipment must remain operational during any environmental system failure</li> <li>• Operational - Normal humidity 20 to 80% Non-condensing</li> </ul> <p>The Contractor has listed below information of the tested ranges regarding temperature. Anything outside these ranges has not been tested and therefore may not be confirmed.</p> <ul style="list-style-type: none"> <li>• Outposts are rated for temperatures between -30° to 60° C.</li> <li>• Hardware Media Workstation operates from 0° to 40° C.</li> <li>• Servers are rated from -40° to 60° C and an operating humidity of 8% to 90% (non-condensing).</li> <li>• PCs are rated from 0° to 60° C and an operating humidity of 20% to 80% (non-condensing).</li> </ul>
2.21	Position reboot directly into dispatch program on power failure.
2.22	System shall support 1-hour UPS per position.
2.23	System shall support 5-hour UPS on server systems.
2.24	System shall support inter-console intercom.
<b>3. Paging</b>	
3.1	Allow for digital paging.
3.2	<p>Paging operations (paging from consoles – analog and digital) including:</p> <ul style="list-style-type: none"> <li>• Manual and instant paging</li> <li>• Quick call paging</li> <li>• Two-tone standard and custom paging</li> <li>• Frequency steered paging</li> <li>• Multiple alert tones</li> </ul>
3.3	More character width (minimum of 25 characters) in pager grouping naming structure.
3.4	<p>Delay between pages.</p> <ul style="list-style-type: none"> <li>• Define time</li> <li>• Fixed or configurable</li> </ul>
3.5	Stored paging for repeat paging.
3.6	Pre-alert paging tone (vendor provided solution).
3.7	Paging grouped by area/region/county or community.
3.8	System shall support stacked paging capabilities over several radio channels with auto tone capabilities to eliminate manual intervention.
<b>4. Recording</b>	
4.1	Two (2) Eventide Customized Voice Logging Recorders. will be provided as part of the solution
4.2	Instant recall recorder.
<b>5. Essential Requirements of the Dispatch Console System</b>	
5.1	IPv6 is a roadmap item with the intention to migrating to it when the P25 standard is updated.
5.2	<p>Voice transmit delay – 2 second rule (vendor provide solution).</p> <p>Buffered audio to ensure 1st syllable of audio is detectible by dispatcher</p>
5.3	IP Quality of Service Capabilities.
5.4	<p>Touchscreen.</p> <p>21.5” touchscreen monitors will be provided by Contractor. Scout Enterprise is designed to operate without the need for a mouse or keyboard.</p>
5.5	<p>Individual channel mute.</p> <p>During the design phase, Burlington Communications and the Contractor’s Systems Integration Engineer will work with key players to design screens that meet VSP needs</p>
5.6	Cross-console mute.
5.7	Radio receive VOX detection.
5.8	Site intercom and console intercom.
5.9	Activity log.

	During the design phase, Burlington Communications and the Contractor's Systems Integration Engineer will work with key players to design screens that meet VSP needs. An activity log can be present on the main screen or on a different screen within Scout Enterprise.
5.10	Cross-channel patch.
5.11	Ability to send test tones for longer than 60 seconds.
5.12	Electronic call sign.
5.13	Cross-channel mute (cross station).
5.14	Subscriber alias database.
5.15	Support for 3 button mouse and/or 2 button mouse with right-click configurable to be used as PTT.
<b>6. Equipment Requirements</b>	
6.1	<p>Console System Installation.</p> <p>The CONTRACTOR shall furnish all accessory cables, wiring, grounding, and installation hardware necessary for a complete communications center. The wiring among consoles and common equipment racks shall be accomplished by means of connectorized cables. All cables shall be of sufficient length to permit location and arrangement of this equipment any place within the designated console room floor space area.</p>
6.3	<p>Grounding.</p> <p>The CONTRACTOR shall properly bond all equipment provided under the contract to the existing communications center grounding system. Grounding and bonding shall be performed in accordance with the latest version of the equipment manufacturer's grounding standards (such as Motorola R56 or Harris AE/LZT 123 4618/1) and industry standards (including ANSI J-STD-607).</p> <ul style="list-style-type: none"> <li>• Bond systems to existing site grounding grid/ring as required.</li> <li>• CONTRACTOR can assume the existing dispatch system was grounded sufficiently and can use the same approach. <ul style="list-style-type: none"> <li>o Any exceptions shall be documented during the installation process. Any major upgrading will be at the STATE discretion and not part of these efforts.</li> <li>o Any additional CONTRACTOR required ground requirements beyond the above specifications will be the CONTRACTOR's responsibility.</li> </ul> </li> </ul>
6.4	<p>Surge Suppression.</p> <p>If not already installed at the dispatch center, surge suppressors shall be supplied to protect each electric and communications circuit to/from the provided dispatch console equipment.</p>
6.5	<p>Heating and Electrical Loads.</p> <p>The CONTRACTOR shall provide the STATE a list of equipment electrical and heat loads. The list shall clearly indicate equipment electrical and cooling needs.</p>
6.6	<p>Solution shall interface with both proprietary and non-proprietary replacement components. Including:</p> <p>Touch Screen Monitors Keyboards PCs Routers Switches Headsets Mice Speakers Servers</p>
<b>7. Product Support, Customer Service, and Experience.</b>	
<p>Product Support, Customer Service, and Experience Requirements</p> <p>All items listed this section are Product Support, Customer Service, and Experience Requirements. The CONTRACTOR agrees that it shall comply with all product support, customer service, and experience requirements throughout the full term of the Contract.</p>	
7.1	<p>Two two-day on-site Scout Administration and Maintenance classes as included in the contract are required. Each class will accommodate six technicians. The classes will be conducted back-to-back from a Tuesday to a Friday of the same week.</p> <p>On-site dispatch operator training as included in the contract for a total of 85 dispatch operators (50 at Williston and 35 at Westminster) is required. Training materials and operator manuals are provided. Each block of 10 trainees added to the training would be priced according to attachment B</p>
7.2	<p>All Scout Enterprise system CUSTOMERS covered under the ScoutCare maintenance program (first year of which is provided at no additional cost with all systems purchased) are entitled to two seats of System Administration Training (either at the Contractor facility in Lexington SC or remotely on line) yearly at no charge. The on-line version of the System Administration training, which is included with the initial year of ScoutCare is at no additional charge and fulfills the requirement for on-site, high-level system administrator training. Scout Enterprise system States usually do not require operator training beyond the initial operator training immediately after system installation. The training and the training manual provided are usually sufficient to train customer trainers or designated personnel. In addition, the training can be videotaped for future training. Contractor can deliver the follow-on operator training based on CONTRACTOR'S standard bill rates plus travel expenses.</p>
7.3	<p>All Scout Enterprise system States covered under the ScoutCare maintenance program (first year of which is provided at no additional cost with all systems purchased) are entitled to two seats of System Administration Training (either at the Contractor facility in Lexington SC or remotely on line) yearly at no charge. The on-line version of the System Administration training, which is included with the initial year of ScoutCare at no additional charge, fulfills the requirement for on-site, high-level system administrator training.</p> <p>Registration for System Administration Training is on line at <a href="https://www.Contractorrinc.com/training">https://www.Contractorrinc.com/training</a>.</p>

	Scout Enterprise system CUSTOMERS usually do not require operator training beyond the initial operator training immediately after system installation. The training and the training manual provided are usually sufficient to train customer trainers or designated personnel. In addition, the training can be videotaped for future training. Contractor can deliver the follow-on operator training based on standard bill rates plus travel expenses.
7.4	Service Level Agreement. The CONTRACTOR should anticipate that Service Level Agreements will be required and specified by the STATE prior to final contract consummation. CONTRACTORS are requested to propose their recommended Service Levels. (Please refer to ATTACHMENT G - Service Level Agreements and Service Level Credits)
7.5	The assigned contract representative may be required to meet with the STATE on a regular basis, or when deemed necessary. The STATE may also require other support staff or team members identified on the CONTRACTOR's escalation lists to be available for these meetings. Please verify that your company can and will make these staff members available to meet with the STATE, given adequate notice.
<b>8. Maintenance Components of the Dispatch Console System</b>	
All items listed this section are Maintenance Requirements. The Contractor agrees that it shall comply with all Maintenance Requirements throughout the full term of the Contract. Contractors are required to provide pricing for maintenance for the solution.	
8.1	Contractor has partnered with Burlington Communications to fulfill the on-site requirements of the VSP PSAP Dispatch System opportunity. Burlington is a privately-owned Vermont corporation.
8.2	During the software maintenance contract periods, the CONTRACTOR shall provide, at no additional cost, periodic upgrades of any and all system operational software. The frequency and timing of these upgrades during this period shall be at the sole discretion of the STATE. This covers only upgrades by the CONTRACTOR or through its designated Original Equipment Manufacturer (OEM) or Software Provider that are: <ul style="list-style-type: none"> <li>• remedies for defective software</li> <li>• new releases that are corrective revisions for earlier versions; and/or</li> <li>• no-cost enhancements to earlier releases</li> </ul> <p>The ScoutCare™ Software Maintenance and Support Services Program provides:</p> <ul style="list-style-type: none"> <li>• Remedies for defective software</li> <li>• New releases that are corrective revisions for earlier versions; and/or</li> <li>• No-cost enhancements to earlier releases</li> </ul>
8.3	New software releases that contain enhancements (i.e., new features and capabilities) shall be offered for purchase at agreed upon prices.  New software releases are available at no additional charge to all customers with systems covered by a ScoutCare maintenance program.
8.4	The CONTRACTOR shall make every effort to separate corrective revisions from enhancements. If the CONTRACTOR is unable to do so, and new releases are necessary to correct problem(s), then the entire release (including enhancements) shall be provided to the STATE at no additional cost.
8.5	All back-up CD-ROMs (or other CONTRACTOR recommended format) and revised software manuals shall also be provided to the STATE at no extra cost at the time of any software revisions. If deemed necessary by the STATE, the CONTRACTOR shall perform software upgrades during evenings or weekends at no expense to the STATE.
8.6	All software releases for all program-controlled devices shall be brought to the same release level prior to the conclusion of the maintenance period. All system definition parameters and other unique information (data sets) used to operate the mobile radio system or any associated sub-system included shall be backed-up onto removable media on a quarterly basis during the maintenance period by the CONTRACTOR at no cost to the STATE. These media shall be turned over to the STATE for safe, off-site storage. Backup functions shall be designed to run in an unattended mode with no requirement to change media during the process.  Software upgrades and quarterly file backups are covered under the On-Site Maintenance Contract.
8.7	Any notices either generated and circulated internally by the CONTRACTOR or received by the CONTRACTOR from the OEM or Software Provider, alerting the CONTRACTOR to software problems that impact the STATE's system, shall be passed on to the STATE within 30 days of receipt of such material.
8.8	All conditions also apply to all firmware installed in any products included as part of this system.
8.9	The CONTRACTOR shall furnish the following System Documentation: <ul style="list-style-type: none"> <li>• User manual – one copy per unit plus three file copies delivered to STATE</li> <li>• Installation manual – one copy to be kept at each installation site plus four file copies delivered to State</li> <li>• Maintenance manual – one copy to be kept at each installation site plus four file copies delivered to State</li> <li>• As-built drawings – separate documents shall be developed for each install site. One copy shall be kept at each installation site plus one file copy of each site's system delivered to State.</li> </ul>

8.10	<p>Software Licensing. All pricing for software licensing is included in the pricing.</p>
8.11	<p>Software Maintenance. CONTRACTOR will Patch/update by applying on the backup VPGate first so dispatching operations won't be interrupted. All resources are rolled over to the backup VPGate while the primary VPGate is upgraded. Once the backroom equipment is upgraded, then each console is upgraded one at a time. The console is temporarily unavailable to the dispatcher while the upgrade takes place. CONTRACTOR representative, Burlington, will work with VSP to minimize any disruptions to operations. ScoutCare Software Maintenance Program includes all updates and supports. All ScoutCare customers are notified via email when releases and patches are available. Updates are issued twice a year and patches are issued as needed.</p>
8.12	<p>Maintenance Standards.</p> <p>A. The approach to maintenance of this system shall be preventive in nature.</p> <p>B. In addition to preventive maintenance, it is expected, following cutover to the STATE, that some system optimization and adjustment will be required. This work shall be coordinated through and with the STATE'S Project Manager or other designated representative.</p> <p>C. As a minimum, replacement parts shall be equal in quality and ratings to the original parts.</p> <p>D. Equipment shall be maintained in clean condition. Oil, dust and other foreign substances shall be removed on a routine basis.</p> <p>E. All wiring and cabling shall be clearly labeled (with to/from information), neatly dressed and routed to have minimal impact on the console operator's workspace.</p> <p>F. Equipment and system performance shall be maintained at the level initially described in these equipment and systems specifications. The service organization shall maintain records to confirm that this has been performed. Records shall be available for STATE'S inspection upon request. Records shall be maintained by the CONTRACTOR's radio maintenance shop throughout the initial maintenance and warranty periods (and any subsequent maintenance contract period) and shall revert to the STATE upon termination of the warranty (or maintenance contract).</p> <p>G. Routine maintenance procedures recommended by the equipment manufacturer shall be followed.</p> <p>H. The CONTRACTOR shall provide only factory trained and authorized maintenance personnel. The CONTRACTOR or authorized service organization(s) shall maintain comprehensive installation and instruction manuals for all system equipment. These manuals shall be the property of the STATE and shall revert to the STATE at such time as the STATE assumes the maintenance responsibility for the system.</p>
8.13	<p>The CONTRACTOR must describe in detail the following:</p> <ul style="list-style-type: none"> <li>• Technical support options</li> <li>• Documentation availability</li> <li>• Help Desk</li> <li>• Support staff</li> <li>• Support hours</li> <li>• Contact information</li> <li>• Escalation procedures</li> <li>• Organizational chart (showing supervision and</li> </ul> <p>Maintenance and Support Services provided directly by CONTRACTOR. In addition, 24/7 onsite support is included to be provided by CONTRACTOR representative, Burlington Communications, for Year 1. This support, which is available if ScoutCare is maintained, includes:</p> <ul style="list-style-type: none"> <li>• Labor to support the Contractor system and all accessory equipment priced in this proposal.</li> <li>• Semi-Annual PM on Console PC's.</li> <li>• Quarterly Backup via Remote Access of Data Files.</li> <li>• Software Upgrades.</li> <li>• Parts, Physical Damage, Lightning Damage, Water Damage, Lighting and Power Surge Damage, Interference Resolution, and Troubleshooting Issues with Customer owned equipment (Radios, Telephones, Intercoms, etc.) are not included.</li> </ul>
8.14	<p>Response Times</p> <p>The CONTRACTOR shall have a qualified technician available to respond via telephone within 1 hour and arrive at the location of major failures within 2 hours during normal working hours (8 AM to 5 PM weekdays), and within 2 hours at other times, either remotely or in person. A major failure is defined as the inability to communicate with any single tower that is a malfunction of the system provided. Major failures not caused by outside effects such as acts of God are expected to be diagnosed and or resolved within 2 hours after the arrival of the technician.</p> <p>Priority issues are that the system is unusable.</p> <p>Certain major failures may occur as a result of extraordinary multiple and/or sequential failures of individual parts, systems, or components, or as a result of secondary events (e.g., fire) which are beyond the reasonable control of the CONTRACTOR.</p> <p>In such instances, where specially fabricated parts or components are required to repair the consoles or where necessary repairs clearly exceed those which are reasonably considered as "field repairs", the CONTRACTOR will not be required to make necessary repairs within the 2-hour</p>

	time frame noted above. The CONTRACTOR, or his designated representative, will be required to meet with the STATE'S representative within that time frame, however, to develop a mutually agreeable timetable for both interim repairs and total system restoration.
8.15	<p><b>Preventive Maintenance</b>  All maintenance programs provided by the CONTRACTOR shall provide routine preventive maintenance of the infrastructure on a regular basis (in accordance with the manufacturer's recommendations) as the system/consales require.  The 24/7 On-Site Maintenance Contract includes a semi-Annual Preventive Maintenance (PC Cleaning), which will be performed in accordance with Contractor recommendations.</p>
8.16	<p><b>Spare Parts</b>  A sufficient supply of critical spare parts shall be readily available to meet the defined response time schedule. The CONTRACTOR may draw upon this spares inventory as necessary during the warranty/maintenance period, replacing those used on an as used basis. The CONTRACTOR shall provide the cost of recommended critical spare parts in the Price Proposal. The CONTRACTOR shall provide a detailed list of critical spare parts. At the end of the warranty/maintenance period, the full complement of spares shall be delivered to the STATE in a new/repaired condition. Further, if during the one-year warranty period, less than 95 percent of repair and returns are not completed in ten days or less, the spares inventory counts shall be doubled at no additional expense to the CONTRACTOR. These additional spares shall also be delivered to the STATE as specified above. The purpose of this requirement is to ensure that adequate quantities of available spares are maintained on the shelf.</p> <p>CONTRACTOR provides repair services at no charge under ScoutCare Hardware Maintenance. Expedited shipping service is available. Expedited shipping service may be requested on a case-by- case basis and does not affect the rate paid for Hardware option services. Urgent repairs qualify for Advanced Replacement (loaner) components and expedited shipping. When time is of the essence, an Advanced Replacement RMA may be placed via phone, so that the replacement part can be shipped immediately while the original part is being processed for repair.</p>
8.17	<p><b>Manufacturer Support</b>  The CONTRACTOR must outline, in detail, the manufacturer's end- of-production and support schedules.</p> <ul style="list-style-type: none"> <li>• This requirement is for all radio dispatch systems and any sub- systems or ancillary equipment required to complete the requirements of the solution.</li> </ul> <p>Scout Enterprise is an "Evergreen" software platform. The CONTRACTOR invests significant resources into the Scout Enterprise product suite. Enhanced hardware and software options become available due to this continuing investment. Our product life- cycle policy is as follows:</p> <ul style="list-style-type: none"> <li>• End of Product Enhancement 7 years notice</li> <li>• End of Software Maintenance 10 years notice</li> <li>• End of New Parts Manufacture 7 years notice</li> <li>• End of Standard Technical Support Services 10 years notice</li> </ul> <p>Concerning the logging recorder, Eventide currently has no plans to end-of-life the NexLog recording system without offering replacement options that match the current feature set of the product. Repair Parts, factory repair and factory remote technical support are provided for a minimum of 7 years following purchase.</p>
8.18	<p><b>Backup Procedures</b></p> <p>Backup procedures for system configuration data will be provided with system training</p>
8.19	<p><b>System Configuration</b></p> <ul style="list-style-type: none"> <li>• The CONTRACTOR will provide a fully configured system. STATE programming will not be required to meet core requirements of the system within current functionality.</li> </ul>
8.20	<p><b>Warranty</b></p> <ul style="list-style-type: none"> <li>• Minimum warranty period is 1 year.</li> <li>• A second year of warranty is provided at no charge as long as ScoutCare software and hardware is maintained by the STATE for year 2.</li> <li>• The warranty period would start after all PSAPs are operational and the final system installed under these efforts is complete and accepted by the STATE.</li> </ul> <p>The CONTRACTOR will provide standard warranty coverage for one year from date of system acceptance or 15 months from shipment of equipment. The warranty includes coverage for hardware and software supplied by CONTRACTOR as stated in the warranty. The warranty is provided at no additional cost. The warranty covers defective hardware and software. Contractor also provides one year of software and hardware maintenance coverage at no additional cost. The ScoutCare™ Software Maintenance and Support Services Program enhances the lifecycle of the Scout Enterprise system by enabling organizations to easily keep their software up-to- date and protected with:</p> <ul style="list-style-type: none"> <li>• New software and hardware requirements</li> <li>• Operating system updates</li> <li>• Security patches</li> </ul>

	<ul style="list-style-type: none"> <li>• New versions and upgrades of Contractor's interfaces to third- party telephony and radio systems</li> <li>• Updates to changing communication technology standards ScoutCare also helps protect against unforeseen issues and gets systems back online when something goes wrong, enabling organizations to focus on managing their operations. For the optional second year of warranty, ScoutCare software maintenance provides that coverage for the software. Extended hardware warranty coverage is available through the ScoutCare hardware maintenance option, which is included in the pricing provided. Any hardware warranty issues that may occur during the second year of the contract would be handled through the ScoutCare hardware program</li> </ul>
8.21	<p>Catalog Price List</p> <p>The CONTRACTOR shall provide a Catalog Price List of all equipment and subsystems that make up the overall system. The Catalog Price List will allow the STATE to purchase items at a pre-determined price for either maintenance of the system or future upgrades to the system.</p> <ul style="list-style-type: none"> <li>• The price should be fixed for a period of 5 years minimum.</li> <li>• Any required annual escalation must clearly be defined.</li> </ul> <p>CONTRACTOR reserves the right to increase prices on an annual basis no more that 3% a year.</p>
8.22	<p>Hardware Refresh</p> <ul style="list-style-type: none"> <li>• The CONTRACTOR shall provide a hardware refresh within 5 years for any physical hardware equipment or sub-system installed during the initial contract that has become obsolete or unsupported.</li> </ul>
8.23	<p>Location of Work</p> <p>The work is to be performed, completed, and managed at the following locations:                  Williston PSAP 2777 St. George Rd. Williston, VT 05495 Westminster PSAP                  1330 Westminister Heights Rd. Westminister, VT 05158</p> <p>Some work applicable to the project may be done remotely. The STATE will provide workspace for the CONTRACTOR. The CONTRACTOR pricing includes:                  transportation, lodging, and per diem costs sufficient to pay for the proposed number of people to make the proposed number of trip(s) to Vermont.</p>
8.24	<p>STATE-Furnished Property/Services.</p> <p>When the CONTRACTOR is onsite at any of the PSAP dispatch locations, the STATE or local agency will provide the following items for the CONTRACTOR for the project:</p> <ul style="list-style-type: none"> <li>• Workstation and chair</li> <li>• Internet Connectivity</li> <li>• Telephone access</li> </ul>
8.25	<p>CONTRACTOR-Furnished Property</p> <p>The CONTRACTOR will be required to furnish any required PCs or other hardware for their engineers and technicians working on the project.</p>
<b>4.2 Application Solution</b>	
A1	Scout Enterprise is an on-premise offering.
A2	<p>CONTRACTOR must provide for application management and design standard for all technology platforms and environments for the application solution (Development, Staging, Productions, DR, etc.)</p> <p>The CONTRACTOR Scout Enterprise software development process includes requirements, architectural review, design documents, implementation tracking, unit test plans, code reviews, acceptance test plans, and defect tracking. All code versioning is maintained in a source control system. Regarding test time, during six three-week iterative cycles the function is developed and tested interactively followed by a five-week Red Zone test phase. Red Zone entrance criteria (no high severity defects, development complete on features, lab updated and artifacts complete) may cause delays into Red Zone. Once Engineering exits the Red Zone, typically six weeks is allotted for Controlled Deployment to customers seeking a specific feature or are willing to test the first release. Issues found during that time are assessed and patches are created, if necessary. After exit from the Controlled Deployment phase, the version becomes Generally Commercially Available (GCA) and available for upgrades to all existing customers or for new project implementations.</p>
A3	CONTRACTOR must engage the State of Vermont using Service Level Agreements for system and application performance, incident reporting and maintenance.
A4	<p>The State owns any data they enter, migrate, or transmit into the solution and the vendor shall allow the State to pull or copy this data at any time free of charge.</p> <p>There are no additional charges for the State to pull or copy any data they have entered in the solution.</p>
<b>4.3 Security</b>	
CONTRACTOR must have documented and implemented security practices for the following and have a process to audit/monitor for adherence.	
S1	Authentication and password management

	Scout Enterprise can authenticate using Scout Enterprise based authentication or Active Directory authentication. A static analysis audit was executed on the Scout Enterprise source code in a non-runtime environment to discover potential coding vulnerabilities (e.g. SQL injection, OS command injection, buffer overflow, cross-site scripting, path traversal, incorrect buffer size, etc.)
S2	<p>Access control</p> <p>Scout Enterprise can be configured for role-based access for End-Users and Administrators. A static analysis audit was executed on the Scout Enterprise source code in a non-runtime environment to discover potential coding vulnerabilities (e.g. SQL injection, OS command injection, buffer overflow, cross-site scripting, path traversal, incorrect buffer size, etc.)</p>
S3	<p>Cryptographic practices</p> <p>Encryption in Scout Enterprise includes the process of transforming clear audio to encoded audio to send to the field and the reverse, transforming encrypted audio to clear audio to present to the dispatcher.</p> <p>As another example, if two subscriber units engage in an encrypted conversation and the dispatcher is monitoring the group's conversation, Scout Enterprise decrypts audio for the dispatcher to understand. Scout Enterprise offers software-based encryption for Project 25 (P25) radios as well as for the following Motorola MOTOTRBO™ radio technologies: MOTOTRBO™ Connect Plus, MOTOTRBO™ Multi-Site Capacity Plus, MOTOTRBO™ IP Site Connect, and MOTOTRBO™ Capacity Max. A static analysis audit was executed on the Scout Enterprise source code in a non-runtime environment to discover potential coding vulnerabilities (e.g. SQL injection, OS command injection, buffer overflow, cross-site scripting, path traversal, incorrect buffer size, etc.)</p>
S4	<p>Error handling and logging</p> <p>Scout Enterprise components have application log files that can be utilized for diagnostics. Scout Enterprise Components also can report alarm conditions to a central component for day to day management of the system. A static analysis audit was executed on the Scout Enterprise source code in a non-runtime environment to discover potential coding vulnerabilities (e.g. SQL injection, OS command injection, buffer overflow, cross-site scripting, path traversal, incorrect buffer size, etc.)</p>
S5	<p>Data protection from unauthorized use, modification, disclosure or destruction (accidental or intentional).</p> <p>Scout Enterprise customers should use general accepted cybersecurity practices to protect data within its security boundary</p>
S6	<p>Communication security</p> <p>Scout Enterprise has a mixture of unsecure and secure communications. HTTP and RTP are utilized and are not secure. Scout Enterprise also uses SSH and SFTP for communications. Scout Enterprise will utilize secure protocols with future updates. A static analysis audit was executed on the Scout Enterprise source code in a non-runtime environment to discover potential coding vulnerabilities (e.g. SQL injection, OS command injection, buffer overflow, cross-site scripting, path traversal, incorrect buffer size, etc.)</p>
S7	<p>System configuration</p> <p>Scout Enterprise system can be configured for system configuration and deployment, diagnostics, and statistical reporting. A static analysis audit was executed on the Scout Enterprise source code in a non-runtime environment to discover potential coding vulnerabilities (e.g. SQL injection, OS command injection, buffer overflow, cross-site scripting, path traversal, incorrect buffer size, etc.)</p>
S8	<p>Database security</p> <p>Scout Enterprise has basic SQL security. Scout Central Distributor (SCD) database settings establish data retention and purging. Microsoft's SQL Express, installed with Scout Manager's Data Management System (DMS), supports up to 10GB of data. A static analysis audit was executed on the Scout Enterprise source code in a non-runtime environment to discover potential coding vulnerabilities (e.g. SQL injection, OS command injection, buffer overflow, cross-site scripting, path traversal, incorrect buffer size, etc.)</p>
S9	<p>File management</p> <p>Scout Enterprise has policies for database purging to enforce size limits. The component configuration websites enforce how configuration files can be changed. A static analysis audit was executed on the Scout Enterprise source code in a non-runtime environment to discover potential coding vulnerabilities (e.g. SQL injection, OS command injection, buffer overflow, cross-site scripting, path traversal, incorrect buffer size, etc.)</p>
S10	<p>Memory management</p> <p>Contractor has recently taken steps to reduce the memory footprint of some of the Scout Enterprise components. Along the way, Scout Enterprise can measure memory usage. A static analysis audit was executed on the Scout Enterprise source code in a non-runtime environment to discover potential coding vulnerabilities (e.g. SQL injection, OS command injection, buffer overflow, cross-site scripting, path traversal, incorrect buffer size, etc.)</p>
S11	<p>Fraud detection</p> <p>This requirement is not applicable to Scout Enterprise.</p>
S12	<p>General coding practices</p>

	Contractor has a vision to improve general security coding practices. A security architect will manage and implement secure code practices.
S13	<p>POA&amp;M management</p> <p>The appropriate external audit findings were noted, and Contractor has created a Plan of Action and Milestones (POA&amp;M) to address security weaknesses in future Scout Enterprise releases. A static analysis audit was executed on the Scout Enterprise source code in a non-runtime environment to discover potential coding vulnerabilities (e.g. SQL injection, OS command injection, buffer overflow, cross-site scripting, path traversal, incorrect buffer size, etc.)</p>
S14	<p>Risk Assessment Practices including but not limited to vulnerability assessment and pen testing</p> <p>An independent cybersecurity vendor performed penetration and vulnerability testing on the Scout Enterprise Product Suite. A static analysis was executed on the source code in a non-runtime environment to discover code flaws, back doors, and malicious code. An assessment was conducted to review/analyze system and software configurations and vulnerabilities. A static analysis audit was executed on the Scout Enterprise source code in a non-runtime environment to discover potential coding vulnerabilities (e.g. SQL injection, OS command injection, buffer overflow, cross-site scripting, path traversal, incorrect buffer size, etc.)</p>
S15	<p>Incident response planning and testing</p> <p>Contractor has implemented Scout Incident Response Policy. It focuses on roles, responsibilities, and ways to prepare and manage for an incident. The policy has not been tested.</p>
S16	<p>System Security Plan delivery</p> <p>Contractor has developed and implemented a security plan for Scout Enterprise. Discovered vulnerabilities will be addressed in future software release. A static analysis audit was executed on the Scout Enterprise source code in a non-runtime environment to discover potential coding vulnerabilities (e.g. SQL injection, OS command injection, buffer overflow, cross-site scripting, path traversal, incorrect buffer size, etc.)</p>
<b>4.4 Other Non-Functional Requirements</b>	
A	<p>National Fire and Protection Association (NFPA) System installation shall be performed in compliance with NFPA standards.</p>
B	<p>Federal Communications Commission (FCC) Rules, Part 15 and Part 101 System shall be compliant with all applicable FCC rules</p>
C	<p>Institute of Electrical and Electronic Engineers (IEEE) System shall be compliant with all applicable IEEE standards.</p>
D	<p>American National Standards Institute (ANSI) System shall be compliant with all applicable ANSI standards.</p>
E	<p>Electronics Industry Association (EIA) • System shall be compliant with all applicable EIA standards.</p>
F	<p>Telecommunications Industry Association (TIA) System shall be compliant with all applicable TIA standards.</p>
G	<p>Association of Public-Safety Communications Officials International, Inc. (APCO) System shall be compliant with all applicable APCO standards.</p>
H	<p>System shall be compliant with all applicable Project 25 (P25) standards which refers to a suite of standards for digital radio communications that has become the “de facto” standard for public safety radio systems in North America. The P25 standards suite was developed under the guidance of the LMR AND THE P25 SUITE OF STANDARDS Interoperable, Wireless Communications for the Public Safety Industry APCO (Association of Public Safety Communications Officials) organization and is published and administered by the Telecommunications Industry Association (TIA) standards body. The P25 suite of standards was developed to address a number of spectrum and interoperability issues related LMR radio communications.</p> <ul style="list-style-type: none"> <li>• The Federal Communications Commission’s (FCC) mandate to improve radio spectrum efficiency</li> <li>• The need to implement voice processing and advances in digital technologies and modulation techniques that improve voice quality</li> </ul> <p>The many proprietary implementations of APCO Project 16 and earlier LMR solutions that restricted component interoperability and competition</p> <ul style="list-style-type: none"> <li>• The requirement for effective, efficient, and reliable intra- and inter-agency communications</li> <li>• The growing emphasis on encryption and data.</li> </ul>
I	<p>System shall be compliant with all applicable Project 25 (P25) standards including Open Interfaces: The growing emphasis P- 25 Open Interfaces - An open P25 interface connects one network component with another. The P25 standard defines the electrical characteristics the connection must have, the signals that will be sent between the components over the connection, and what each signal will mean. The P25 suite of standards specifies eight open interfaces between the various components of an LMR system.</p> <ul style="list-style-type: none"> <li>• Common Air Interface (CAI) – CAI specifies the type and content of signals transmitted by compliant radios. One radio using CAI should be able to communicate with any other CAI radio, regardless of the manufacturer</li> <li>• Inter RF Subsystem Interface (ISSI) – ISSI permits users in one system to communicate with users in a different system, from one jurisdiction to another, from one agency to another, and from one city to another.</li> </ul>

<ul style="list-style-type: none"><li>• Subscriber Data Peripheral Interface (SDPI) – SDPI specifies the port through which mobiles and portables can connect to laptops or data networks</li></ul> <p>Fixed Station Interface (FSI) – FSI describes the signaling and messages between the P25 RF Subsystem (RFSS) and a conventionally fixed station</p> <ul style="list-style-type: none"><li>• Console Subsystem Interface (CSI) – Similar to the fixed station interface, CSI defines the signaling and messages between the P25 RFSS and the console subsystem.</li><li>• Telephone Interconnect Interface (TII) – The TII interface between the RFSS and the Public Switched Telephone Network (PSTN) allows field personnel to use radios rather than cell phones to make connections through the PSTN</li><li>• Network Management Interface (NMI) – NMI allows administrators to control and monitor network fault management and network performance management</li><li>• Data Network Interface (DNI) – DNI specifies the P25 RFSS connections to computers, data networks or external data sources</li></ul>
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**Exhibit 2 – Deliverable Expectation Document (DED)**

**Deliverable Expectation Document Form**

The following form is the form that will be detailed out prior to any work activities for each deliverable. Each party will review the deliverable template and approve the sections within each deliverable. Both parties will approve the finalized template and expectations within the deliverable description. One of the key details outlined for the Deliverable Expectations Form will be the Acceptance Criteria for each project deliverable. The two parties will collaboratively work together to finalize and approve each Deliverable Expectations Form in a timely manner. If the timeline of the project could be impacted waiting on the finalization and approval of the Deliverable Expectations Form, the two parties will escalate the situation to the appropriate management level to help resolve the project impact.

**Deliverable Expectation & Approval**

<b>DELIVERABLE INFORMATION</b>			
<b>Client:</b>	State of Vermont, Department of Public Safety		
<b>Project:</b>	DPS PSAP Radio Console		
<b>Initiated by:</b>			
<b>Date Initiated:</b>			
<b>Date Response Requested by:</b>			
<b>Deliverable Name:</b>			
<b>Deliverable Description:</b>			
<b>Deliverable Due Date:</b>			
<b>Acceptance Criteria:</b>			
<b>File Name and Location</b>			
<b>Template</b>	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted; Pending Open Item Resolution	<input type="checkbox"/> Rejected
<b>Deliverable</b>	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted; Pending Open Item Resolution	<input type="checkbox"/> Rejected

If Acceptance of this template or deliverable is conditional upon the completion of the following Open Items by the date indicated under Resolution Date, list them below.

<b>OPEN ITEMS</b>	

The above deliverable has been reviewed by the State and, subject to the Open Items noted above, meets the objectives expressed by the State and CONTRACTOR and passes the acceptance criteria agreed by the State and CONTRACTOR for this category of deliverable.

<b>APPROVALS</b>			
<b>Printed Name</b>	<b>Title</b>	<b>Signature</b>	<b>Date</b>

**Exhibit 3 – Deliverable Certificate of Acceptance**

**Deliverable Acceptance Certificate**

<b>DELIVERABLE ACCEPTANCE CERTIFICATE</b>			
<b>Client Name:</b>	State of Vermont, Department of Public Safety		
<b>Project Name:</b>	PSAP Radio Console		
<b>Submitted for:</b>	<input type="checkbox"/> Partial Completion <input type="checkbox"/> Full Completion <input type="checkbox"/> OTHER		
<b>TO BE COMPLETED BY</b>			
<b>Date Submitted:</b>	/ /	<b>Submitted by:</b>	
<b>Date Requested for Response:</b>	/ /		
<b>Submitter's email:</b>		<b>Submitter's Phone #</b>	- -
<b>Describe Milestones Achieved and Basis for Acceptance</b>			
<b>Documents attached, if any:</b>			
<b>Other:</b>			
<b>Signature</b>		<b>Title</b>	
<b>TO BE COMPLETED BY CLIENT</b>			
<b>Date Returned:</b>	/ /		
<b>Returned by:</b>			
<b>Reviewers email:</b>	@ .	<b>Reviewer's Phone #</b>	- -
<b>Action Taken:</b>	<input type="checkbox"/> <b>Accept</b> <input type="checkbox"/> <b>Reject</b> <input type="checkbox"/> <b>OTHER:</b>		
<b>If rejected, please indicate reason:</b>	<input type="checkbox"/> <b>Supporting documents are incomplete</b> <input type="checkbox"/> Project Management Team disagrees with information provided <input type="checkbox"/> More information is needed (see below) <input type="checkbox"/> Other (see below)		
<b>If rejected, other comments</b>	CONTRACTOR will address the reason(s) for this rejection and resubmit this form within _____ business days.		
<b>Other Comments, if any:</b>			
<b>Documents attached if any:</b>			
<b>Other:</b>			
<b>Authorized Signature</b>		<b>Title:</b>	
<b>Authorized Signature</b>		<b>Title:</b>	
<b>DELIVERABLE ACCEPTANCE CERTIFICATE</b>			
This is to certify Client's final approval of the above-described Milestone. Client has conducted all inspections, analysis, and testing necessary for it to make this final determination of acceptance. This Milestone has been completed in accord with all contractual requirements relating to the Milestone. As a result of this final acceptance of the Milestone, Client authorizes CONTRACTOR to issue an invoice for the dollar amount of this certificate as set forth above, which amount shall be paid by the State in accordance with the payment terms of the above-referenced Contract between the parties. The individual signing this Certificate of Final Acceptance on behalf of Client does so with full authority to bind Client.			

**Exhibit 4 – Preliminary Implementation Master Schedule**

The State envisions this project spanning 90 days from start to go-live.

<b>Deliverable Number</b>	<b>Deliverable Description</b>	<b>Date Completed</b>
<b>D1 – Project Management</b>		
D1-01	<b>Project Kickoff</b>	<b>30 Days after Contract Signed</b>
D1-02	<b>Pre-Implementation Engagement</b> <b>Deliverable</b> <b>Expectation and Acceptance Documents Plan &amp; Discover</b>	
<b>D2 System Design and Discovery</b>		
D2-01	<b>Network Design</b>	<b>78 Days After Contract Signed</b>
D2-02	<b>Requirements Validation\Design Review\Discover Session Findings Document</b>	
D2-03	<b>Site Survey and Documentation</b>	
D2-04	<b>Screen Building Workshop</b>	
D2-05	<b>System Staging</b>	
D2-06	<b>Factory Acceptance Test for System Staging</b>	
D2-07	<b>Develop System Acceptance Test Plan</b>	
<b>D3 Hardware Procurement</b>		
D3-01	<b>System Shipment to VSP</b>	<b>45 Days After Contract Signed</b>
D3-02	<b>Equipment On-site at Customer Locations</b>	
<b>D4 Training</b>		
D4-01	<b>System Administration Technical Training</b>	<b>85 Days After Contract Signed</b>
D4-02	<b>Operator Training</b>	
<b>D5 Pre-Implementation</b>		
D5-01	<b>Preliminary Connectivity Testing at Customer Site</b>	<b>61 Days After Contract Signed</b>
<b>D6 Software Procurement</b>		
D6-01	<b>Version 4.6 of Scout or the latest version available during the time of implementation</b>	<b>60 Days After Contract Signed</b>
<b>D7 Implementation</b>		
D7-01	<b>System Installation</b>	<b>88 Days After Contract Signed</b>
D7-02	<b>System Cutover</b>	
D7-03	<b>Final Documentation Submittal</b>	
<b>D8 Testing</b>		
D8-01	<b>System Acceptance Test Plan</b>	<b>80 Days After Contract Signed</b>
D8-02	<b>Execute Acceptance Test Plan</b>	
<b>D9 Final</b>		
D9-01	<b>Project Transition to Contractor Customer Services</b>	<b>120 Days After Contract Signed</b>
D9-02	<b>Support and Maintenance</b>	
<b>Project Official Completion No Later Than Date</b>		<b>June 30,2019</b>

## Exhibit 5 – Contractor Software

Version 4.6 of Scout or the latest version available during the time of implementation.

## Exhibit 6 – ScoutCare™ Maintenance & Support

### *TERMS AND CONDITIONS FOR END USERS*

**1. License Agreement Incorporation.** The term and conditions contained in the Agreement to which this ScoutCare Maintenance & Support (“ScoutCare”) is attached shall be incorporated by reference herein.

**2. Software Maintenance and Support Services.** In consideration of Fees, Contractor shall make available to Client for each Scout system covered by this Contract the following services during the Term, which are further described in Appendix A attached hereto (the “Services”).

- a. All new feature version releases, patches and updates of standard software, which Contractor makes generally available (General Commercial Availability).
- b. Telephone support during support hours for consultation and problem resolution. Support hours are 8AM to 7PM EST, excluding Contractor holidays (as set forth in Appendix A), and telephone support shall be toll free in the United States and Canada.
- c. Telephone Critical Priority support for serious system problems outside of support hours (24x7x365).
- d. Secure access to an online client portal to access information resources for Contractor Products.
- e. Remote upgrade assistance. Optional on-site assistance is available at additional cost.
- f. Professional services (remote/on-site) are available at a 10% discount from current list prices. These services cover out-of-scope activities such as network and third-party device configuration, Scout implementation services, and training.
- g. Scout Training Class at Contractor’s South Carolina facility for three (3) individuals. Classes will be scheduled at mutually agreed times. State is responsible for travel expenses.

Upon expiration of ScoutCare, Contractor shall have no further obligation to deliver software or technical support.

2. **ScoutCare Software Maintenance Fee.** Client shall pay Contractor an annual fee based on a percentage of price of software licenses.
  - a. The fee shall include pro-rated amounts for additional licenses added to the system during the prior year, calculated from the warranty expiration date to the expiration of the ScoutCare term, to align all renewal dates.
  - b. After the initial five (5) year ScoutCare maintenance period the contractor reserves the right to increase the fees payable on an annual basis, by an amount not to exceed three percent (3%) over the fee charged during the previous twelve (12) months.

**4. ScoutCare Hardware Maintenance Option.** ScoutCare Software Maintenance clients may also purchase a hardware maintenance option. The Hardware Maintenance is only available with purchase of ScoutCare Software Maintenance.

a. The fee shall include pro-rated amounts for additional equipment added to the system during the prior year, calculated from the warranty expiration date to the expiration of the current Hardware maintenance term, to align all renewal dates.

b. Hardware Maintenance fees shall be quoted based on hardware purchased.

c. Contractor will, at its option, attempt to repair a defective product or component, or replace the item with a like or similar component at no cost to the client exclusive of shipping to Contractor's headquarters. Only defects occurring under normal use and service will be covered. Replacement components may be new or reconditioned.

d. Due to product changes, component obsolescence, and parts availability, Contractor cannot always guarantee an exact form, fit, and function replacement component for the defective item. Contractor will make every effort to avoid or minimize the impact of such situations but is only obligated to replace or repair the defective item. All replaced items become the property of Contractor.

e. Equipment must be returned via Contractor's Return Merchandise Authorization ("RMA") program and identified as covered under ScoutCare hardware maintenance. Contractor will check all serial numbers of returned equipment against serial numbers covered by ScoutCare.

f. Firmware and hardware update modifications will be applied to returned items as needed, in Contractor's discretion.

**5. Term and Termination.** In addition, if either Party breaches this Agreement and such breach remains uncured more than thirty (30) days after written notice of breach is given to the breaching Party, the other Party may terminate the Agreement immediately by written notice to the breaching Party.

**6. ScoutCare Lapse and Reinstatement Fee.**

**7. Automatic Renewal.** To avoid an unintended lapse in coverage, Contractor offers an Auto

Renewal Program for ScoutCare. Send inquiry to [ScoutCare@Contractorinc.com](mailto:ScoutCare@Contractorinc.com) for details.

**8. Exclusions**

a. ScoutCare does not provide for the cost of personal computer or server operating system upgrades or updates, or maintenance on other third-party products supplied by Contractor, unless explicitly quoted by Contractor.

b. Contractor reserves the right to limit support under ScoutCare for issues related to third-party equipment, software, and their configuration provided by others. This includes network infrastructure, software applications, radio/telephony systems and peripherals.

c. Hardware Maintenance includes only items supplied by Contractor and does not cover theft, accidental or intentional physical damage, flooding, condensation, mold, lightning and electrical surges, spilled liquids, misuse, abuse, products with missing or altered serial numbers, or damage caused by unqualified repair personnel.

9. Third Party Device Support. Contractor may provide 3<sup>rd</sup> party HW and SW as part of a solution set. Post warranty HW and SW maintenance support may be offered by Contractor. Any such support will be outside of ScoutCare, and will be detailed and priced separately.

10. **Eligibility for New Releases.** In the event Client declines a new version of the Software made available to Client during the term of ScoutCare, Client must pay then current prices to license the new version. For Clarity, should Client decide for whatever reason not to download a more current version offered by Contractor prior to the expiration date of ScoutCare, Client understands that licensing rights in such version given under ScoutCare will have expired and Client shall be required to pay then current pricing to license the new version.

11. **Warranty Disclaimer.** (reserved)

12. **Limitation of Liability and Remedies.** (reserved)

#### **Appendix A ScoutCare™ Maintenance Services**

**ScoutCare is Contractor's service program for Scout systems. ScoutCare is offered as a package of software maintenance and support services, with an option for hardware maintenance. During the warranty period, discounted ScoutCare software and hardware maintenance is provided under the original contract. After warranty, ScoutCare software and hardware maintenance may be renewed annually.**

#### **Software Maintenance**

A primary benefit of ScoutCare is its provision for software maintenance, which falls into four categories:

1. **Adaptive** – modifying the software to cope with changes in operating systems, hardware platforms, and integrations to external systems. Console systems integrate many third-party systems and components, most of which include complex software. As these change over time, compatibility modifications and regression testing are mandatory. Security vulnerabilities also must be addressed as discovered. Adaptive software maintenance provides compatibility with the latest versions of Windows, radio and telephone systems.
2. **Perfective** – implementing functional enhancements to the software. Examples are new user interface features, connectivity, and improvement in management tools.
3. **Corrective** – diagnosing and fixing errors. No system is perfect, so issues are resolved on a priority basis. Patches are occasionally released if a high impact/high urgency issue emerges, while errata with workarounds are fixed in general software releases.
4. **Preventive** – increasing software maintainability or reliability to prevent future problems. Better diagnostics, improvements in redundancy mechanisms, and better error handling of user input are some examples of preventative software maintenance.

Major software releases with new capabilities are released several times a year with minor patches released from time to time to address specific issues. Contractor console systems covered by a ScoutCare Agreement are entitled to use newer versions of their existing software licenses released during the Agreement term and installed during the same term. Both application software and any required firmware updates for Contractor products are included.

### **Remote Support**

Contractor maintains a team of Support Engineers for telephone and remote support of Contractor systems. They can answer questions on configuration and help troubleshoot issues during business hours, and are also available 24-hours x 365 for Critical Priority support. Contractor systems are mission/business critical to our clients and integrate into complex IP environments, so Contractor takes support seriously. Contractor Services is staffed with a team of over 30 professionals involved in system implementations, consulting engagements, and supporting customers both remotely and on-site when needed. This team is comprised of engineers with Cisco and Microsoft certifications, deep radio experience, and years of hands-on work with communications console systems in customer environments. They are backed by a Customer Satisfaction Team of a dozen software development and quality control engineers, to ensure complex escalated issues receive careful analysis. Contractor has provided these teams with millions of dollars' worth of radio systems, virtualized test environments, and training to ensure both capability and capacity for proper support delivery.

### **Web Based Case Management**

ScoutCare clients are provided a user name and password to a personalized web-based client portal which provides access to product documentation and incident status.

### **Technical Training Classes**

ScoutCare provides training at Contractor's South Carolina headquarters for Technical Staff. This training is aimed at the System Administrator level and is based on the latest version of software. Tuition is waived for one person. Additional personnel may attend at Contractor's normal rates. (Travel and daily expenses are not included.)

### **Option for Hardware Maintenance**

Contractor offers a Hardware Maintenance option to provide repairs or replacements on hardware products and accessories. After requesting an RMA number, items are shipped at client expense to Contractor's factory for repair and testing. Items are returned with pre-paid standard ground shipping and with at least 90 days coverage, which may extend beyond the expiration of your ScoutCare Hardware agreement.

Because ScoutCare Hardware Maintenance clients may need a particular item returned faster, we also offer an expedited shipping service. Expedited shipping service may be requested on a case-by-case basis and does not affect the rate paid for Hardware option services. Urgent repairs qualify for Advanced Replacement (loaner) components and expedited shipping.

Advanced Replacement starts when you place a RMA order, which may be performed via phone, and you need a part shipped immediately while your original part is being processed for repair. Advanced Replacement items will be shipped via overnight (next business day), early a.m., delivery to minimize the impact on your business. Clients are expected to return the failed part immediately for repair processing. The client will not pay the expedited shipping charge as long as the Advanced Replacement item is returned within 30 calendar days of receiving the repaired item. Items not returned within the 30 day period will be invoiced at the prevailing retail rate. A purchase order or credit card will be requested before issuing the invoice, however if this is not obtained, the invoice will be generated and the account will be placed on credit hold until paid.

Clients not covered by ScoutCare Hardware Maintenance are ineligible for Advanced Replacement parts. Clients on a demand service will need to submit a P.O. or Credit Card to for repair under RMA, or purchase replacement parts needed overnight, loaners are not available. Those parts will carry a 90-day warranty from date of shipment, for Contractor manufactured products. "Third party equipment" may require additional time to process. Replaced items will be warrantied for 90 Days from ship date, or will be included in the Hardware Maintenance program, whichever is longer.

#### **Client Responsibilities**

- Client will be responsible to designate an on-site technical support person (Client employee or Contractor) with current (within three years) training certification on the Contractor system. That person(s) will be responsible to communicate and work toward problem resolution with the Contractor Technical Support Team.
- Client will have adequate supply of critical spare parts as recommended by Contractor.
- It is recommended when practical that Client maintain a lab/demo system to support familiarization and piloting of new software releases prior to installation on a production system.
- Upon request by Contractor, Client will provide Contractor with remote access into the system in order for Contractor to troubleshoot issues.
- Upon notice from Contractor of a new version release, Client will be responsible for downloading the release within the term of this ScoutCare Maintenance Agreement. The Parties agree that email notice will meet this requirement.

#### **Contractor Responsibilities**

Services to be provided for Client under the ScoutCare program:

- Contractor will provide remote Technical Support (described below) for Client during Contractor's normal Operating hours (defined below).
- Contractor will provide remote Technical Support for Client for Critical Priority issues (defined below), at any time.
- Contractor will provide hardware replacement service (RMA Support) for Client during

Contractor’s normal  
Operating hours (defined below).

- RMA repair request is made from Client; RMA is processed within 4 business hours of form submission.
- RMA advance replacement request is made from Client; form complete and RMA is processed within 2 hours.
- 90% of the calls will be responded to within 60 seconds during Contractor business hours.
- 90% of calls will be responded to within 180 seconds after business hours and on weekends.
- Each Support call will be logged and assigned a priority status of Critical, Urgent, or Normal. The following section lists responses based on each priority.

**Contractor Responses by Priority Status**

<b>Priority:</b>	<b>Critical</b>
<b>Definition</b>	Client’s system is substantially degraded and normal operations are not possible.
<b>Response Time</b>	30 Minutes
<b>Resolution Commitment</b>	Issue will be resolved within 8 hours.
<b>Escalation Process</b>	If Client Support Team is unable to resolve within 1 hour they will escalate to the appropriate member of the engineering team.  Escalation to Management Team in 2 hours if issue is still unresolved. A determination of additional resources will be made at that time. Update to client will be made every 2 hours until
<b>Call Closure Requirement</b>	Call will be closed when system is running without impact for 48 hours and client is satisfied with resolution.

<b>Priority:</b>	<b>Urgent</b>
<b>Definition</b>	Limited operational impact, able to work but with limitations
<b>Response Time</b>	60 Minutes
<b>Resolution</b>	Issue will be resolved within 16 hours.
<b>Commitment</b>	

<b>Escalation Process</b>	<p>If Client Support Team is unable to resolve within 1 business day they will escalate to the appropriate member of the engineering team.</p> <p>Escalation to Management Team in 3 business days if issue is still unresolved. A determination of additional resources and time frame of resolution will be made at that time.</p> <p>Update to client will be made as new information is made available until resolution.</p>
<b>Call Closure Requirement</b>	<p>Call will be closed when system is running without impact for 48 hours and client is satisfied with resolution.</p>

<b>Priority:</b>	<b>Normal</b>
<b>Definition</b>	No impact to business, questions or informational
<b>Response Time</b>	1 Business Day
<b>Resolution Commitment</b>	Issue will be queued for resolution based on workload and other priority cases.
<b>Escalation Process</b>	<p>If Client Support Team is unable to resolve within 5 business days, they will escalate to the appropriate member of the engineering team.</p> <p>Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources and time frame of resolution will be made at that time.</p>
<b>Call Closure Requirement</b>	Call will be closed when client accepts resolution.

### Contacts & Operating Hours

#### Contact Phone Numbers & Email

- 803.358.3601
- 800.545.3034 (Toll-free for US and Canada)
- CustomerSupport@Contractorinc.com
- RMARequest@Contractorinc.com

#### Location of Service Delivery

- 100 Innovation Place  
Lexington, SC 29072

#### Hours of Operation

- Business hours support: Monday – Friday 8:00 AM– 7:00 PM EST
- After hours Critical Priority support: Monday – Friday 7:01 PM – 7:59 AM EST, 24-hour coverage  
Saturday, Sunday and Holidays

#### **Contractor Holiday List**

- New Year's Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

#### **Escalation**

##### **Contacts**

Additional assistance is available to ScoutCare Clients via Contractor's escalation process. In the event a

ScoutCare Client is not satisfied with the support we are providing or have provided, has questions regarding our support process, or wishes to discuss and obtain additional assistance, the Services & Solutions Management team is available to support you:

Dawn Fisher, Customer Support Manager  
Direct Dial: 803.358.3312  
Cell: 803-275-7256  
Email: [dfisher@Contractorinc.com](mailto:dfisher@Contractorinc.com)

Escalation emails will be answered within one business day; escalation phone calls and/or messages will be responded to within 30 minutes.

For any Client matter that cannot be resolved by the Client Support team or by Client Support Managers, Please contact:

Kevin Knowles, VP, Services and Solutions  
Direct Dial: 803.358.3406  
Cell: 803-315-5936  
Email: [kknowles@Contractorinc.com](mailto:kknowles@Contractorinc.com)



**ATTACHMENT B  
PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and detailed equipment purchases exceeding a value of \$ 5,000.00 to include at a minimum item description, model number, serial numbers, purchase price, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Invoices shall be submitted to the State at the following address:
 

Vermont Department of Public Safety  
Attention: Accounts Payable  
45 State Drive  
Waterbury, VT 05671-2101
5. Contractor shall submit invoices to the State upon State Acceptance of a deliverable in accordance with the schedule for delivered products, or rates for services performed set forth below:

#	Deliverable	Deliverable Cost	Retainage (10%)	Invoice Amount
<b>D1</b>	<b>Project Management</b>	\$6,220.00	\$622.00	\$5,598.00
<b>D2</b>	<b>System Design and Discovery</b>	\$15,000.00	\$1,500.00	\$13,500.00
<b>D3</b>	<b>Hardware Procurement (Includes)</b> <ul style="list-style-type: none"> <li>- <b>On-Site Maintenance Fees (during warranty)</b></li> <li>- <b>Door Intercom Interface Module</b></li> <li>- <b>Radio Controllera (Outpost) and connectors</b></li> <li>- <b>Cisco Session Initiation Protocol (SIP) Telephony Gateway, supports eight each FXO circuits</b></li> <li>- <b>Cisco Session Initiation Protocol (SIP) Telephony Gateway, Supports one each T1 circuit</b></li> </ul>	\$758,750.20	\$75,875.02	\$682,875.18

	<ul style="list-style-type: none"> <li>- Input-Output, includes one each 24-input, one each 24-output rack mount panel and power supply.</li> <li>- 24 Port Gigabit Switch with 4 SFP Ports</li> <li>- Customized Voice Logging Recorder with Partner Eventide</li> <li>- Racking Equipment</li> <li>- Console Peripherals (including monitors)</li> <li>- Shipping. Packaging and Insurance that fully protects the State from loss during shipping.</li> </ul>			
<b>D4</b>	<b>Training</b> <ul style="list-style-type: none"> <li>- Includes Operator Training</li> </ul>	\$18,142.00	\$1,814.20	\$16,327.80
<b>D5</b>	<b>Pre-Implementation</b>	\$25,000.00	\$2,500.00	\$22,500.00
<b>D6</b>	<b>Software Procurement</b> <ul style="list-style-type: none"> <li>- Includes licenses to add MDC1200 ANI capability to an OUTPOST-2R endpoint, 1 required per channel.</li> </ul>	\$876,926.70	\$87,692.67	\$789,234.03
<b>D7</b>	<b>Implementation</b>	\$50,075.00	\$5,007.50	\$45,067.50
<b>D8</b>	<b>Testing</b>	\$15,000.00	\$1,500.00	\$13,500.00
<b>D9</b>	<b>Final</b>	\$13,495.00	\$1,349.50	\$12,145.50
<b>Total</b>		\$1,778,608.90	\$177,860.89	\$1,600,748.01

See Exhibit 7 for Pricing Details

**Support and Maintenance Fees**

- Upon State Final Acceptance of all deliverables the Contractor may start invoicing the State for maintenance and support, that shall include:
  - Base Support and Maintenance
  - Scout Care (no charge for the first year of ScoutCare, billing begins 1 year after Final Acceptance)

The Contractor shall bill the State per the Support & Maintenance Payment Table below: Bi-annually.

The payment amounts reflected in the Table are subject to change based on new software licenses purchased by the State on an annual basis.

<b>Support &amp; Maintenance Payment Table</b>	2019	2020	2021	2022	2023
December 15 <sup>th</sup>		\$91,722.67	\$91,722.67	\$91,722.67	\$91,722.67
June 15 <sup>th</sup>	\$91,722.68	\$91,722.68	\$91,722.68	\$91,722.68	

**Optional Items:**

- RICM Radio Internet Communication Module, 1 port, advanced model, includes 120AC/12VDC power supply, v.24 cable, DVD that contains the configuration guide and software, and a RIC-M license. \$1,037.00
- OP-TRAINING-ADD-ON Charge for each additional 10 trainees attending the Dispatch Console Operator Training in the base bid. \$450

**Post Warranty Hardware/Software Support:**

Contractor shall provide to the State current list price through a web portal or electronic means upon request. Contractor will provide discounts through the National Association of State Procurement Officers (NASPO) ValuePoint or a General Services Administration (GSA) contract.

5. If Contractor breaches the agreement, a pro-rated refund will be provided for the remaining period.
6. EXPENSES: The fee for services shall be inclusive of Contractor expenses.
7. RETAINAGE 10%: The State shall hold back 10% of the project deliverable payments as retainage, which shall be reflected in Contractor’s invoices. Upon successful completion and acceptance of all above deliverables to the satisfaction of the State, the Contractor shall submit a single invoice for all retainage withheld, which will be paid to the Contractor in full, subject to the terms and conditions of this Contract.

6.1. In-regards to retainage of equipment purchased per Hardware Procurement (Deliverable 3), retainage will not be released until the Department’s Procurement Office staff has physically verified all equipment installed against the equipment listing the vendor submitted per section 5.1, Deliverables table, item D3-02.

**Exhibit 1 – Detailed Pricing List**

Project Name:		Vermont State Police FINAL CONTRACT PRICING				
Item	Qty	Model Number	Description	List Price Each (USD)	List Price Total (USD)	Discount Price (USD)
			<u>Console (Operator) Position</u> <u>Hardware/Software Westminster PSAP</u>			

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1	15	T2-SCOUT-PLUS	Tier 2 Scout Plus Hardware Audio Package Console. Includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime, DMS, NENA Headset Interface. Tier 1 Capabilities plus P25 Trunked, DMR Trunked, MPT Trunked, NXDN Trunked and IRR. Windows 7 PC, Monitor and other Standard series accessories not included.. Installation outside of North America requires a cable localization package, Model Number ACCPLUS-CLP-XX. One each required per console position.	\$ 16,579.00	\$ 248,685.00	\$ 223,816.50
2	15	ACC-CPU-DT-WIN10	PC Small form factor,dual NICs and a solid state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above.	\$ 1,825.00	\$ 27,375.00	\$ 24,637.50
3	15	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD	\$ 1,446.00	\$ 21,690.00	\$ 19,521.00
4	15	ACCUSB-KPD-4X6	Programmable USB keypad, four columns of six keys. Model comes with labels and pre-configured as a keypad dialer. If customization of the keypad is needed at the factory, please contact Services for the additional amount to add to the quote for their time.	\$ 306.00	\$ 4,590.00	\$ 4,131.00
5	30	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$ 342.00	\$ 10,260.00	\$ 9,234.00
6	15	ACCPLUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus	\$ 617.00	\$ 9,255.00	\$ 8,329.50
7	15	ACCPLUS-SPK-DUAL	Dual Speaker Kit, Scout Media Workstation Plus	\$ 808.00	\$ 12,120.00	\$ 10,908.00
8	15	ACCPLUS-FSW-SING	Single PTT footswitch, Scout Media Workstation Plus	\$ 124.00	\$ 1,860.00	\$ 1,674.00
9	30	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus	\$ 513.00	\$ 15,390.00	\$ 13,851.00
			<b>Console Equipment Subtotal</b>		<b>\$ 351,225.00</b>	<b>\$ 316,102.50</b>
<b>Item</b>	<b>Qty</b>	<b>Model Number</b>	<b>Description</b>	<b>List Price Each (USD)</b>	<b>List Price Total (USD)</b>	<b>Discount Price (USD)</b>
			<b>Console (Operator) Position Hardware/Software Camp Johnson</b>			

10	1	T2-SCOUT-PLUS	Tier 2 Scout Plus Hardware Audio Package Console. Includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime, DMS, NENA Headset Interface. Tier 1 Capabilities plus P25 Trunked, DMR Trunked, MPT Trunked, NXDN Trunked and IRR. Windows 7 PC Monitor and other Standard series accessories not included. Installation outside of North America requires a cable localization package, Model Number ACCPLUS-CLP-XX. One each required per console position.	\$ 16,579.00	\$ 16,579.00	\$ 14,921.10
11	1	ACC-CPU-DT-WIN10	PC Small form factor, dual NICs and a solid-state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above.	\$ 1,825.00	\$ 1,825.00	\$ 1,642.50
12	1	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD	\$ 1,446.00	\$ 1,446.00	\$ 1,301.40
13	1	ACCUSB-KPD-4X6	Programmable USB keypad, four columns of six keys. Model comes with labels and pre-configured as a keypad dialer. If customization of the keypad is needed at the factory, please contact Services for the additional amount to add to the quote for their time.	\$ 306.00	\$ 306.00	\$ 275.40
14	2	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$ 342.00	\$ 684.00	\$ 615.60
15	1	ACCPLUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus	\$ 617.00	\$ 617.00	\$ 555.30
16	1	ACCPLUS-SPK-DUAL	Dual Speaker Kit, Scout Media Workstation Plus	\$ 808.00	\$ 808.00	\$ 727.20
17	1	ACCPLUS-FSW-SING	Single PTT footswitch, Scout Media Workstation Plus	\$ 124.00	\$ 124.00	\$ 111.60
18	2	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus	\$ 513.00	\$ 1,026.00	\$ 923.40
			<b>Console Equipment Subtotal</b>		<b>\$ 23,415.00</b>	<b>\$ 21,073.50</b>
			<b>Console (Operator) Position Hardware/Software Williston PSAP</b>			
19	16	T2-SCOUT-PLUS	Tier 2 Scout Plus Hardware Audio Package Console. Includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime, DMS, NENA Headset Interface. Tier 1 Capabilities plus P25 Trunked, DMR Trunked, MPT Trunked, NXDN Trunked and IRR. Windows 7 PC, Monitor and other Standard series accessories not included. Installation outside of North America requires a cable localization package, Model Number ACCPLUS-CLP-XX. One each required per console position.	\$ 16,579.00	\$ 265,264.00	\$ 238,737.60

20	16	ACC-CPU-DT-WIN10	PC Small form factor, dual NICs and a solid-state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above.	\$ 1,825.00	\$ 29,200.00	\$ 26,280.00
21	16	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD	\$ 1,446.00	\$ 23,136.00	\$ 20,822.40
22	16	ACCUSB-KPD-4X6	Programmable USB keypad, four columns of six keys. Model comes with labels and pre-configured as a keypad dialer. If customization of the keypad is needed at the factory, please contact Services for the additional amount to add to the quote for their time.	\$ 306.00	\$ 4,896.00	\$ 4,406.40
23	32	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$ 342.00	\$ 10,944.00	\$ 9,849.60
24	16	ACCPLUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus	\$ 617.00	\$ 9,872.00	\$ 8,884.80
25	16	ACCPLUS-SPK-DUAL	Dual Speaker Kit, Scout Media Workstation Plus	\$ 808.00	\$ 12,928.00	\$ 11,635.20
26	16	ACCPLUS-FSW-SING	Single PTT footswitch, Scout Media Workstation Plus	\$ 124.00	\$ 1,984.00	\$ 1,785.60
27	32	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus	\$ 513.00	\$ 16,416.00	\$ 14,774.40
			<b>Console Equipment Subtotal</b>		<b>\$ 374,640.00</b>	<b>\$ 337,176.00</b>
			<b><u>Console (Operator) Position Hardware/Software Waterbury VSP HQ</u></b>			
28	2	T2-SCOUT-PLUS	Tier 2 Scout Plus Hardware Audio Package Console. Includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime, DMS, NENA Headset Interface. Tier 1 Capabilities plus P25 Trunked, DMR Trunked, MPT Trunked, NXDN Trunked and IRR. Windows 7 PC, Monitor and other Standard series accessories not included. Installation outside of North America requires a cable localization package, Model Number ACCPLUS-CLP-XX. One each required per console position.	\$ 16,579.00	\$ 33,158.00	\$ 29,842.20
29	2	ACC-CPU-DT-WIN10	PC Small form factor,dual NICs and a solid state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above.	\$ 1,825.00	\$ 3,650.00	\$ 3,285.00
30	2	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD	\$ 1,446.00	\$ 2,892.00	\$ 2,602.80

31	2	ACCUSB-KPD-4X6	Programmable USB keypad, four columns of six keys. Model comes with labels and pre-configured as a keypad dialer. If customization of the keypad is needed at the factory, please contact Services for the additional amount to add to the quote for their time.	\$ 306.00	\$ 612.00	\$ 550.80
32	4	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$ 342.00	\$ 1,368.00	\$ 1,231.20
33	2	ACCPLUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus	\$ 617.00	\$ 1,234.00	\$ 1,110.60
34	2	ACCPLUS-SPK-DUAL	Dual Speaker Kit, Scout Media Workstation Plus	\$ 808.00	\$ 1,616.00	\$ 1,454.40
35	2	ACCPLUS-FSW-SING	Single PTT footswitch, Scout Media Workstation Plus	\$ 124.00	\$ 248.00	\$ 223.20
36	4	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus	\$ 513.00	\$ 2,052.00	\$ 1,846.80
			<b>Console Equipment Subtotal</b>		<b>\$ 46,830.00</b>	<b>\$ 42,147.00</b>
			<b><u>Console (Operator) Position Hardware/Software Maintenance Consoles</u></b>			
37	5	T2-SCOUT-SMW12-SK	Tier 2 Scout Console Package with 12 channel software media workstation. Includes Scout Standard Runtime, DMS, Tier 1 Capabilities plus P25 Trunked, DMR Trunked, MPT Trunked, NXDN Trunked and IRR. Windows 7 PC, Monitor, and other USB accessories not included. NENA Headset interface is NOT available in this package. Software License Version.	\$ 14,506.00	\$ 72,530.00	\$ 65,277.00
38	5	ACC-LAPTOP-WIN10	Laptop PC for SMW Console Position, MS Windows 10 Professional 64-bit OS	\$ 4,141.00	\$ 20,705.00	\$ 18,634.50
39	5	ACCUSB-HED-6W-NC	USB Headset, Plantronics Supra H51 monaural with noise canceling microphone. Includes USB Quick Disconnect Adaptor.	\$ 311.00	\$ 1,555.00	\$ 1,399.50
40	5	ACCUSB-MIC	Avtec USB PTT Desk Microphone, Scout Software Media Workstation	\$ 617.00	\$ 3,085.00	\$ 2,776.50
41	5	ACCUSB-SPK-2	Avtec USB Dual Speaker Kit, Scout Software Media Workstation	\$ 808.00	\$ 4,040.00	\$ 3,636.00
42	5	ACCUSB-HUB10	10 Port USB Hub, USB3.0	\$ 75.00	\$ 375.00	\$ 337.50
			<b>Console Equipment Subtotal</b>		<b>\$ 102,290.00</b>	<b>\$ 92,061.00</b>
<b>Item</b>	<b>Qty</b>	<b>Model Number</b>	<b>Description</b>	<b>List Price Each (USD)</b>	<b>List Price Total (USD)</b>	<b>Discount Price (USD)</b>
			<b><u>Console (Operator) Position Hardware/Software Middlesex Radio Shop</u></b>			

43	1	T2-SCOUT-PLUS	Tier 2 Scout Plus Hardware Audio Package Console. Includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime, DMS, NENA Headset Interface. Tier 1 Capabilities plus P25 Trunked, DMR Trunked, MPT Trunked, NXDN Trunked and IRR. Windows 7 PC, Monitor and other Standard series accessories not included. Installation outside of North America requires a cable localization package, Model Number ACCPLUS-CLP-XX. One each required per console position.	\$ 16,579.00	\$ 16,579.00	\$ 14,921.10
44	1	ACC-CPU-DT-WIN10	PC Small form factor,dual NICs and a solid state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above.	\$ 1,825.00	\$ 1,825.00	\$ 1,642.50
45	1	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD	\$ 1,446.00	\$ 1,446.00	\$ 1,301.40
46	1	ACCUSB-KPD-4X6	Programmable USB keypad, four columns of six keys. Model comes with labels and pre-configured as a keypad dialer. If customization of the keypad is needed at the factory, please contact Services for the additional amount to add to the quote for their time.	\$ 306.00	\$ 306.00	\$ 275.40
47	2	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$ 342.00	\$ 684.00	\$ 615.60
48	1	ACCPLUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus	\$ 617.00	\$ 617.00	\$ 555.30
49	1	ACCPLUS-SPK-DUAL	Dual Speaker Kit, Scout Media Workstation Plus	\$ 808.00	\$ 808.00	\$ 727.20
50	1	ACCPLUS-FSW-SING	Single PTT footswitch, Scout Media Workstation Plus	\$ 124.00	\$ 124.00	\$ 111.60
51	2	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus	\$ 513.00	\$ 1,026.00	\$ 923.40
			<b>Console Equipment Subtotal</b>		<b>\$ 23,415.00</b>	<b>\$ 21,073.50</b>
			<b><u>Gateways and Endpoint Hardware/Software</u></b>			
52	2	SFW-VPG-L3-SK	Redundant VPGate Software License for a maximum of 160 endpoints; up to 100 may be "B" Licenses.	\$ 62,185.00	\$ 124,370.00	\$ 111,933.00
53	5	ACC-CPU-RM-WIN10	Industrial 1U Computer with Windows including Solid State hard drive and Windows10 Professional 64 bit OS. Rack mount for Cabinets. Requires DISP-XXXX for monitor, keyboard, etc. Used in a Scout System when a Standard Rack mount computer is needed.	\$ 5,043.00	\$ 25,215.00	\$ 22,693.50

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54	2	SFW-UPG-L3-FTR-SK	Frontier license to allow four PSAPS at Lamoille, Hartford, Shelburne, and St. Albans to interoperate with VSP resources, if they deploy Scout consoles.	\$62,190.00	\$ 124,380.00	\$ 55,971.00
55	1	SFW-VPG-DFSI-10-SK	Supplementary VPGate P25 DFSI endpoint license, requires SFW-VPG-XXXX. Supports up to 10 each redundant P25 DFSI endpoints. Software License Version.	\$ 9,323.00	\$ 9,323.00	\$ 8,390.70
56	4	INTERCOM MODULE	Door Intercom Interface Module	\$ 1,395.00	\$ 5,580.00	\$ 5,580.00
57	123	OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	\$ 2,275.00	\$ 279,825.00	\$ 251,842.50
58	245	OUTPOST-RJ-CONN	Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W tone keying and E&M applications.	\$ 52.00	\$ 12,740.00	\$ 11,466.00
59	245	SFW-MDC-1	License to add MDC1200 ANI capability to an OUTPOST-2R endpoint, 1 required per channel.	\$ 513.00	\$ 125,685.00	\$ 113,116.50
60	2	GWC-8FXO-SIP	Cisco Session Initiation Protocol (SIP) Telephony Gateway, supports eight each FXO circuits	\$ 5,815.00	\$ 11,630.00	\$ 10,467.00
61	2	GWC-T1-SIP	Cisco Session Initiation Protocol (SIP) Telephony Gateway, Supports one each T1 circuit	\$ 10,831.00	\$ 21,662.00	\$ 19,495.80
62	4	PKG-IO-VPGATE	Input-Output Package for Scout and DSPatchNET, includes one each 24-input, one each 24-output rack mount panel and power supply. 25 pr cabling is optionally purchased, PKG-INST-AUX-XX.	\$ 4,145.00	\$ 16,580.00	\$ 14,922.00
63	17	ACC-NETWK-24P-SFP4	24 Port Gigabit Switch with 4 SFP Ports	\$ 2,482.00	\$ 42,194.00	\$ 37,974.60
				<b>Gateway &amp; Endpoint Equipment Subtotal:</b>	<b>\$ 799,184.00</b>	<b>\$ 663,852.60</b>
			<b><u>New Archival Recorders</u></b>			
64	2	VLR-EVENTIDE	Customized Voice Logging Recorder with Partner Eventide	\$ 46,669.00	\$ 56,009.00	\$ 56,009.00
				<b>New Archival Records Subtotal:</b>	<b>\$ 56,009.00</b>	<b>\$ 56,009.00</b>
			<b><u>Racking Equipment</u></b>			

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65	7	RR-72-38U	Two-post Relay Rack in clear aluminum finish, 72 inches in Height, 38U mounting space	\$ 679.00	\$ 4,753.00	\$ 4,277.70
66	3	ACC-MTG-2U-RR	Kit to rack mount two (2) each ACC-CPU-RM-2012 or -WIN7 in 19" Relay Rack. 2U high.	\$ 389.00	\$ 1,167.00	\$ 1,050.30
67	2	DISP-KVM-F-RR	1U LCD Folding Display, for Relay Rack. Includes Keyboard with trackpad and 8-port KVM	\$ 3,073.00	\$ 6,146.00	\$ 5,531.40
68	5	DISP-KVM-F-CABLE-USB	Spare cable kit for 1U Folding Display (DISP-KVM-F-RR) USB connector	\$ 31.00	\$ 155.00	\$ 139.50
69	32	OUTPOST-RACKMT-PKG	3U Rack mount shelf (holds 1-4 Outposts) plus 3U Rack mount power supply	\$ 622.00	\$ 19,904.00	\$ 17,913.60
70	9	OUTPOST-AC-ADAPT	120 VAC to 12 VDC Power Supply, 1 per Outpost	\$ 93.00	\$ 837.00	\$ 753.30
71	4	PKG-INST-AUX-25	Type 66 Cabling/Punch block kit to install one auxiliary I/O package, 25' cables	\$ 797.00	\$ 3,188.00	\$ 2,869.20
				<b>Racking Equipment Subtotal:</b>	<b>\$ 36,150.00</b>	<b>\$ 32,535.00</b>
			<b><u>Recommended Spare Equipment</u></b>			
72	2	ACCPLUS-HMW	Scout Hardware Media Workstation Plus For replacement or spare console. This model does not include console licensing.	\$ 7,250.00	\$ 14,500.00	\$ 13,050.00
73	2	ACC-CPU-DT-WIN10	PC Small form factor,dual NICs and a solid state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above.	\$ 1,825.00	\$ 3,650.00	\$ 3,285.00
74	2	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD	\$ 1,446.00	\$ 2,892.00	\$ 2,602.80
75	2	ACCPLUS-SPK-DUAL	Dual Speaker Kit, Scout Media Workstation Plus	\$ 808.00	\$ 1,616.00	\$ 1,454.40
76	2	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus	\$ 513.00	\$ 1,026.00	\$ 923.40
77	2	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$ 342.00	\$ 684.00	\$ 615.60
78	2	ACCPLUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus	\$ 617.00	\$ 1,234.00	\$ 1,110.60
			<b>Recommended Spare Equipment Subtotal:</b>		<b>\$ 25,602.00</b>	<b>\$ 23,041.80</b>
				<b>Console Equipment,</b>	<b>\$ 1,838,760.00</b>	<b>\$ 1,605,071.90</b>

				<b>Software, &amp; Licensing Total:</b>		
			<b><u>ScoutCare Software and Hardware Maintenance</u></b>		<b>Year 1 ScoutCare and Hardware Maintenance Discounted 100%</b>	<b>NOTE: SCOUTCARE DISCOUNT IS 20% FOR FUTURE YEARS</b>
79	1	SCOUTCARE-T1	Year 1 Annual Software Maintenance and Technical support.	\$ 141,880.20	<b>\$0.00</b>	
80	1	SCOUTCARE-HARDWARE	Year 1 Annual Hardware Maintenance	\$ 41,565.15	<b>\$0.00</b>	
			<b>Year 1 Maintenance &amp; Support Subtotal:</b>		<b>\$ -</b>	<b>\$ -</b>
			<b><u>Shipping, Handling, and Insurance</u></b>			
81	1		Lump sum packaging, shipping, and insurance Freight on Board FOB Destination		\$ 3,905.00	<b>\$ 3,905.00</b>
			<b><u>Professional Services and Expenses</u></b>			
82	1		Project Labor and Expenses (see Statement Of Work for details)		\$ 142,932.00	\$ 142,932.00
end			<b>Shipping &amp; Professional Services Subtotal:</b>		<b>\$ 146,837.00</b>	<b>\$ 146,837.00</b>
					<b>Extended Price</b>	<b>Discount Price</b>
				<b>Total (USD)</b>	<b>\$ 1,985,597.00</b>	<b>\$ 1,751,908.90</b>
			<b><u>Additional ScoutCare Software and Hardware Maintenance</u></b>			
83	4	SCOUTCARE-T1	Annual Software Maintenance and Technical support.	\$ 141,880.20	\$ 567,520.80	<b>\$ 567,520.80</b>
84	4	SCOUTCARE-HARDWARE	ScoutCare Hardware: Annual Extended Maintenance Program for hardware repairs. ScoutCare (on software) is a prerequisite for the Hardware coverage to become effective.	\$ 41,565.15	\$ 166,260.60	\$ 166,260.60
85	1	ONSITEMAINTENANCE Y1	On-site maintenance for year 1	\$26,700.00	\$ 26,700.00	<b>\$ 26,700.00</b>
			<b>Extended Maintenance &amp; Support Total:</b>		<b>\$ 760,481.40</b>	<b>\$ 760,481.40</b>

			<b>Total including Extended Maintenance &amp; Support (USD):</b>		<b>\$ 2,746,078.40</b>	<b>\$ 2,512,390.30</b>
			<b>Optional Items</b> (note that ScoutCare, Services, and Shipping will need to be adjusted if Optional items are included)			
#REF !	1	RICM	Radio Internet Communication Module, 1 port, advanced model, includes 120AC/12VDC power supply, v.24 cable, DVD that contains the configuration guide and software, and a RIC-M license.	\$ 1,037.00	\$ 1,037.00	\$ 1,037.00
#REF !	1	OP-TRAINING-ADD-ON	Charge for each additional 10 trainees attending the Dispatch Console Operator Training in the base bid.	\$450	\$ 450.00	\$ 450.00

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subContractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subContractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subContractors and subContractors' subContractors, together with the identity of those subContractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

**C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

**A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

**B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

**A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D  
INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION  
TERMS AND CONDITIONS (rev. 3/29/18)

**1. MODIFICATIONS TO CONTRACTOR DOCUMENTS**

The parties specifically agree that the Contractor Documents are hereby modified and superseded by Attachment C and this Attachment D.

“Contractor Documents” shall mean one or more document, agreement or other instrument required by Contractor in connection with the performance of the products and services being purchased by the State, regardless of format, including the license agreement, end user license agreement or similar document, any hyperlinks to documents contained in the Contractor Documents, agreement or other instrument and any other paper or “shrinkwrap,” “clickwrap,” “browsewrap” or other electronic version thereof.

**2. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY CONTRACTOR**

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor during the Term of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery, the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

**3. TERM OF CONTRACTOR’S DOCUMENTS; PAYMENT TERMS**

Contractor acknowledges and agrees that, to the extent a Contractor Document provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract; provided, however, to the extent the State has purchased a perpetual license to use the Contractor’s software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of this Contract. Contractor acknowledges and agrees that, to the extent a Contractor Document provides for payment terms which differ from the payment terms set forth in Attachment B, such sections shall be waived and shall have no force and effect and the terms in Attachment B shall govern.

**4. OWNERSHIP AND LICENSE IN DELIVERABLES**

**[ALTERNATE OWNERSHIP LANGUAGE TO BE USED WHEN THE STATE WILL NOT OWN WORK PRODUCT OTHER THAN SYSTEM OUTPUT – MORE TYPICAL FOR SAAS]:**

**4.1 Contractor Intellectual Property.**

As between the parties, and subject to the terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all intellectual property rights in the software, and any and all derivative works made to the software or any part thereof, as well as all Work Product provided to the State (“**Contractor Proprietary Technology**”). The State acquires no rights to Contractor Proprietary Technology except for the licensed interests granted under this Contract. The term “**Work Product**” means all other materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Contractor or its employees or Contractors during the course of performing work for the State (excluding any State Data or derivative works thereof and excluding any output from the software generated by the State’s use of the software, including without limitation, reports, graphs, charts and modified State Data, but expressly including any form templates of such reports, graphs or charts by themselves that do not include the State Data).

Title, ownership rights, and all Intellectual Property Rights in and to the software will remain the sole property of Contractor or its suppliers. The State acknowledges that the source code is not covered by any license hereunder and will not be provided by Contractor. Except as set forth in this Contract, no right or implied license or right of any kind is granted to the State regarding the software or any part thereof. Nothing in this Contract confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Contract. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

#### **4.2 State Intellectual Property; User Name**

The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “**State Intellectual Property**”).

Contractor may not collect, access or use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

### **5. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING**

5.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was

in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

**5.2 Confidentiality of Contractor Information.** The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

**5.3 Confidentiality of State Information.** In performance of this Contract, and any exhibit or schedule hereunder, the Contractor acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. (“State Data”).

State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all State Data. The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State’s information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor’s possession to only those employees on its staff who must have the information on a “need to know” basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State’s written request.

Contractor may not share State Data with its parent company or other affiliate without State’s express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

## **6. SECURITY OF STATE INFORMATION**

**6.1 Security Standards.** To the extent the Contractor or its subContractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or

use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include, but not be limited to, encryption at rest and multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

**6.2 Security Breach Notice and Reporting.** The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a “Security Breach”), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subContractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside

investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subContractors.

**6.3 Security Policies.** To the extent the Contractor or its subContractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

**6.4 Vulnerability Testing.** The Contractor shall run vulnerability assessments of its software and provide security patches as part of its release schedule as part of its maintenance program test.

## **7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

**7.1 General Representations and Warranties.** The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and

protocols, that Contractor incorporates into its product; and (c) none of the Deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.

- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subContractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent Contractors and employees.

**7.2 Contractor's Performance Warranties.** Contractor represents and warrants to the State that:

- (i) All Deliverables will be free from material errors and shall perform in accordance with the specifications therefor for a period of at least one year.
- (ii) Contractor will provide to the State commercially reasonable continuous and uninterrupted access to the Service, and will not interfere with the State's access to and use of the Service during the term of this Contract;
- (iii) The Service is compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its documentation;
- (iv) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (v) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all liens, claims, mortgages, security interests, liabilities and encumbrances or any kind.
- (vi) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

- (vii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

**7.3 Limitation on Disclaimer.** The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

**7.4 Effect of Breach of Warranty.** If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall, at its own expense and without limiting any other rights or remedies of the State hereunder, re-perform or replace any services that the State has determined to be unsatisfactory in its reasonable discretion. Alternatively, with State consent, the Contractor may refund of all amounts paid by State for the nonconforming deliverable or service

## **8. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE**

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$2 Million per claim, \$4 Million aggregate.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

With respect to the first party Breach Notification Coverage, Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Contract.

## **9. LIMITATION OF LIABILITY.**

CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT SHALL NOT EXCEED TWO TIMES THE MAXIMUM AMOUNT PAYABLE UNDER THIS CONTRACT, OR \$3,770,815 WHICHEVER IS GREATER. LIMITS OF LIABILITY FOR STATE CLAIMS SHALL NOT APPLY TO STATE CLAIMS ARISING OUT OF: (A) CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE; (B) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE STATE; (C) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (D) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (E) VIOLATIONS OF THE STATE OF VERMONT FRAUDULENT CLAIMS ACT. IN NO EVENT SHALL THIS LIMIT OF LIABILITY BE CONSTRUED TO LIMIT CONTRACTOR'S LIABILITY FOR THIRD PARTY CLAIMS AGAINST THE CONTRACTOR WHICH MAY ARISE OUT OF CONTRACTOR'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement.

#### **10. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT**

The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

#### **12 REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES**

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

#### **13 NO ASSUMPTION OF COSTS**

Any requirement that the State defend or indemnify Contractor or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of Contractor, is hereby deleted from the Contractor Documents.

#### **14 TERMINATION**

Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to the State all State information, State Intellectual Property or State Data (including without limitation any Deliverables for which State has made payment in whole or in part) ("State Materials"), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Materials to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Materials.

Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Materials are to be transferred in connection with termination. Contractor shall assist the State in

exporting and extracting the State Materials, in a format usable without the use of the Services and as agreed to by State, at no additional cost.

Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

## **15. ACCESS TO STATE DATA:**

The State may import or export State Materials in part or in whole at its sole discretion at any time (24 hours a day, seven (7) days a week, 365 days a year), during the term of this Contract or for up to [three (3) months] after the Term (so long as the State Materials remain in the Contractor's possession) without interference from the Contractor in a format usable without the Service and in an agreed-upon file format and medium at no additional cost to the State.

The Contractor must allow the State access to information such as system logs and latency statistics that affect its State Materials and or processes.

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

## **16. AUDIT RIGHTS**

Contractor will maintain and cause its permitted Contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract. Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Contractor personnel and to any and all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections of Contractor and/or Contractor personnel and/or any or all of the records, data and information applicable to this Contract.

At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted Contractors' operations and security procedures and controls; (iv) examine and verify Contractor's and/or its permitted Contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted Contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance,

(5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted Contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted Contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities.

## **17. DESTRUCTION OF STATE DATA**

At any time during the term of this Contract within (i) thirty days of the State's written request or (ii) [three (3) months] of termination or expiration of this Contract for any reason, and in any event after the State has had an opportunity to export and recover the State Materials, Contractor shall at its own expense securely destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the State Materials, in whole or in part, and all copies thereof except such records as are required by law. The destruction of State Data and State Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) approved methods. Contractor shall certify in writing to the State that such State Data has been disposed of securely. To the extent that any applicable law prevents Contractor from destroying or erasing State Materials as set forth herein, Contractor shall retain, in its then current state, all such State Materials then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

## **18 CONTRACTOR BANKRUPTCY.**

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

## **19 SOFTWARE LICENSEE COMPLIANCE REPORT.**

In lieu of any requirement that may be in a Contractor Document that the State provide the Contractor with access to its System for the purpose of determining State compliance with the terms of the Contractor Document, upon request and not more frequently than annually, the State will provide Contractor with a certified report concerning the State's use of any software licensed for State use pursuant this Contract. The parties agree that any non-compliance indicated by the report shall not constitute infringement of the licensor's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance.

**20 EXECUTIVE ORDER 2-18 INTERNET NEUTRALITY IN STATE PROCUREMENT:**

To the extent Contractor's performance under this Contract involves the provision of services for accessing the Internet, the following provisions shall apply:

**Definitions.** As used in this agreement, the following definitions apply:

1. "Broadband Internet Access Service" means a mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all Internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up Internet access service. This term also encompasses any service that the State finds to be providing a functional equivalent of the service described in the previous sentence, or that is used to evade the protections set forth in this section.
2. "Reasonable Network Management" means a network management practice that has a primarily technical network management justification but does not include other business practices. A network management practice is reasonable if it is primarily used for and tailored to achieving a legitimate network management purpose, taking into account the particular network architecture and technology of the broadband Internet access service.

**Public Disclosure.** Contractor shall publicly disclose to all of its customers in the State of Vermont (including but not limited to the State itself) accurate information regarding the network and transport management practices (including cellular data and wireless broadband transport), performance, and commercial terms of its broadband Internet access services sufficient for: a) consumers to make informed choices regarding use of such services and for content, application, service; and b) device providers to develop, market, and maintain Internet offerings. Compliance with the Federal Communications Commission's transparency rule, as amended by 83 Fed. Reg. 7852, 7922 (Feb. 22, 2018), satisfies Contractor's public disclosure requirements under this paragraph.

**Provision of Services.** Contractor shall not, with respect to any customer in the State of Vermont (including but not limited to the State itself):

- A. Block lawful content, applications, services, or nonharmful devices, subject to reasonable network management that is disclosed to its customers;
- B. Throttle, impair or degrade lawful Internet traffic on the basis of Internet content, application, or service, or use of a non-harmful device, subject to reasonable network management that is disclosed to its customers;
- C. Engage in paid prioritization or providing preferential treatment of some Internet traffic to any Internet customer;

D. Unreasonably interfere with or unreasonably disadvantage either:

- i. A customer's ability to select, access, and use broadband Internet access service or the lawful Internet content, applications, services, or devices of their choice; or
- ii. An edge providers' ability to make lawful content, applications, services, or devices available to a customer;

**Compliance.** Contractor agrees to provide the State, upon request, at any time during the term of this contract, records, documentation, or any other information as required to demonstrate Contractor's compliance with the requirements of this section.

**ATTACHMENT E – CONTRACT PROVISIONS  
FOR NON-FEDERAL ENTITY CONTRACTS  
UNDER FEDERAL AWARDS  
(Per 2 CFR 200.326 & Appendix II)**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and SubContractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 80.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

§ 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## ATTACHMENT F

### END USER LICENSE AGREEMENT

**IMPORTANT:** PLEASE READ THIS END USER LICENSE, LIMITED WARRANTY AND LIMITATION OF LIABILITY AGREEMENT (THE "AGREEMENT") CAREFULLY. THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS GOVERNING ALL TRANSACTIONS BETWEEN CONTRACTOR AND YOU WITH RESPECT TO ANY CONTRACTOR PRODUCT OR SERVICES AND IS LEGALLY BINDING ON BOTH PARTIES. WITH THE EXCEPTION OF A STATEMENT OF WORK (SOW) AUTHORIZED OR SIGNED BY BOTH PARTIES, ANY AND ALL ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN YOUR COMMERCIAL DOCUMENTS, INCLUDING PURCHASE ORDERS, ARE HEREBY REJECTED AND SHALL NOT BECOME PART OF THE AGREEMENT.

WHETHER YOU ARE ACTING FOR YOURSELF INDIVIDUALLY OR AS A REPRESENTATIVE OF AN ENTITY, YOU ARE REFERRED TO IN THIS AGREEMENT AS "YOU" or "CUSTOMER". YOU MAY BE READING THIS AGREEMENT ONLINE, OR AS AN ELECTRONIC DOCUMENT INCLUDED WITH A CONTRACTOR, INC. ("CONTRACTOR") SOFTWARE PRODUCT, OR AS A PHYSICAL DOCUMENT PACKAGED WITH AN CONTRACTOR HARDWARE OR SOFTWARE PRODUCT (SUCH SOFTWARE, IN EACH CASE, IS HEREINAFTER REFERRED TO IN THIS AGREEMENT AS THE "SOFTWARE", AND "PRODUCT" SHALL REFER TO ANY HARDWARE OR SOFTWARE FURNISHED BY CONTRACTOR). THE TERM "SOFTWARE" SHALL INCLUDE COMPUTER PROGRAMS OFFERED AS STAND ALONE PRODUCTS AS WELL AS FIRMWARE OR OTHER SOFTWARE EMBEDDED IN CONTRACTOR HARDWARE PRODUCTS. THE TERM "SOFTWARE" SHALL ALSO INCLUDE ANY USER DOCUMENTATION THAT IS PART OF OR SUPPLIED WITH THE SOFTWARE OR OTHERWISE MADE AVAILABLE BY CONTRACTOR TO AUTHORIZED END USERS OF THE SOFTWARE. YOU ARE ENTITLED TO THE BENEFITS OF THIS AGREEMENT ONLY IF YOU ARE THE ORIGINAL AND REGISTERED PURCHASER OF THE APPLICABLE CONTRACTOR PRODUCT, AND YOU PURCHASED THAT PRODUCT DIRECTLY FROM CONTRACTOR, AN AUTHORIZED CONTRACTOR DEALER OR SYSTEMS INTEGRATOR, OR OTHER CONTRACTOR-APPROVED SOURCE ("APPROVED SOURCE"). IF YOU DO NOT SATISFY THE FOREGOING CONDITIONS YOU ARE NOT LICENSED TO USE OR KEEP A COPY OF THE SOFTWARE NOR ENTITLED TO THE BENEFITS OF CONTRACTOR'S LIMITED WARRANTY SET FORTH BELOW.

ASSUMING YOU SATISFY THE FOREGOING CONDITIONS, YOU ACCEPT AND AGREE TO THIS AGREEMENT IF YOU EITHER: (1) ACCEPT THIS AGREEMENT WITH A MOUSE-CLICK OR SIMILAR ACTION PRIOR TO DOWNLOADING THE SOFTWARE OR INSTALLING THE SOFTWARE ON A COMPUTER; (2) ACQUIRED THE SOFTWARE STORED ON ELECTRONIC STORAGE MEDIA SUCH AS CD-ROM OR DVD AND YOU BREAK THE SEAL ON THE PACKAGE CONTAINING THE ELECTRONIC STORAGE MEDIA; (3) YOU INSTALL OR USE THE SOFTWARE ON A COMPUTER, OR (4) YOU USE THE HARDWARE PRODUCT ON WHICH THE SOFTWARE CAME INSTALLED.

YOU AGREE NOT TO INSTALL AND/OR USE THE SOFTWARE ON ANDROID, IOS, OR MOBILE BROADBAND DEVICES, SUCH AS SMARTPHONES OR TABLETS, THAT COMMUNICATE OVER CELLULAR OR LTE NETWORKS FOR PURPOSES OF PERFORMING PUSH TO TALK FUNCTIONALITY ON MOTOTRBO NETWORKS, UNLESS THE SOFTWARE IS SUBLICENSSED FROM MOTOROLA SOLUTIONS OR THEIR AUTHORIZED DEALERS.

IN SOME CASES, THE SOFTWARE MAY BE PURCHASED AS PART OF A LARGER SYSTEM TO WHICH A SEPARATE SOFTWARE LICENSE APPLIES. IN SUCH CASE, THE TWO LICENSES

SHALL BE CONSTRUED AS COMPLEMENTARY SUCH THAT CONTRACTOR ENJOYS THE MAXIMUM RIGHTS AND BENEFITS OF BOTH, AND IF THERE IS ANY CONFLICT BETWEEN THE TWO LICENSES SUCH CONFLICT SHALL BE RESOLVED BY GIVING EFFECT TO THE PROVISION IN EITHER LICENSE THAT IS MOST FAVORABLE TO CONTRACTOR (AS DETERMINED BY CONTRACTOR IN ITS SOLE DISCRETION). BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU REPRESENT THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CONTRACTOR IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. IF YOU PURCHASED A PHYSICAL COPY OF THE SOFTWARE ON ELECTRONIC MEDIA SUCH AS A CD-ROM OR DVD, YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND IF, AND ONLY IF, THE SEAL ON THE PACKAGE CONTAINING THE ELECTRONIC MEDIA ON WHICH THE SOFTWARE IS STORED IS INTACT AND HAS NOT BEEN TAMPERED WITH. IF THE SOFTWARE WAS SUPPLIED AS PART OF ANOTHER PRODUCT YOU PURCHASED FROM AN APPROVED SOURCE, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER THE DATE OF PURCHASE FROM AN APPROVED SOURCE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED PURCHASER.

### **1. License Definitions.**

**“Computer”** means a specific physical device or virtual machine that may consist of one or more CPUs.

**"Hardware"** means equipment, devices and apparatus of every nature and description, both electronic and mechanical, including without limitation equipment and components related to radio-telephone systems and other methods of electronic communication, and all manner of computer hardware such as computers, monitors, terminals, storage devices, network devices, connectivity devices, printers, etc.

**“Pool License”** means an authorized number of Floating Licenses that allows You to install and share a limited number of licenses on a larger number of Computers.

**"Product"** means any Hardware (and related parts and supplies), or Software furnished by Contractor to Customer.

**"Service"** means any service, assistance, or use of a resource provided by Contractor to Customer.

**"Specifications"** means the specifications for a Product or Service set forth in either (i) Contractor’s most recent user documentation or other published specifications for such Product or Service; or (ii) a SOW.

**“Virtual Machines” or “VM”** means a software container that can run its own operating system and execute applications like a physical device.

**2. License Grant.** All Software is licensed, not sold. Subject to the terms of this Agreement, and provided You purchased this Software license from an Approved Source, Contractor grants to You a non-exclusive, non-transferable, and perpetual license to use the Software in object code format only for Your internal business purposes. In order to use the Software, You may be required to input a registration number or product authorization key and register Your copy of the Software online at Contractor’s website to obtain the necessary license key or license file. You agree that Your license of the Software is neither contingent on the delivery of any future functionality or features nor, (except for Contractor’s technical proposal), dependent on any oral or written public comments made by Contractor regarding future functionality or features.

**3. License Types.** The scope of Your license depends on the type of license you purchased from an

Approved Source. The variety of license types are set forth below and You are solely responsible for installation and use restrictions of the license You purchased. For more information on the type of license you have purchased, please contact your Approved Source sales representative.

#### **STANDARD LICENSE**

You purchased a Standard license, each license purchased entitles You to install and use the Software on one and only one Computer. It may only be installed on a different Computer if the original computer was destroyed or if the Software is deleted. If virtualization or other emulation technology is used on the licensed Computer, each license purchased entitles You to install and use the software within only one virtual (or otherwise emulated) hardware system.

**4. License Restrictions.** This is a license, not a transfer of title, to the Software and Contractor retains all ownership rights in and to all the Software and all copies thereof. You receive no rights to the Software other than those specifically granted herein. You acknowledge that the Software contains trade secrets of Contractor or its suppliers or licensors, including but not limited to the specific internal design and structure of the Software, including individual program routines and associated interface information. If the Software is included with and part of a Contractor hardware product, You shall only use the Software in connection with Your use of that hardware product.

You shall not: (i) transfer, assign or sublicense Your license rights to any other person or entity, including but not limited to parent companies, subsidiaries and affiliates, and any attempted transfer, assignment, or sublicense shall be null and void; (ii) make changes to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit any third party to do so; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form; (iv) publish or distribute to any third party any results of benchmark tests run on the Software; (v) disclose, provide, distribute or otherwise make available trade secrets contained within the Software in any form to any third party, including but not limited to publicly displaying and/or performing the software, and You shall implement reasonable security measures to protect such trade secrets; (vi) duplicate or make copies of the Software other, except that You may make one (1) copy per Physical Business Location for backup purposes only; (vii) remove, alter, obscure, reduce in size or otherwise modify any copyright, trademark, or other proprietary notices appearing on or in the Software in any form or format (including without limitation screen displays); or take any action which jeopardizes Contractor's proprietary rights or acquire any right in the Software. For purposes of this paragraph, a "Physical Business Location" is a main office or branch office in which Your licensed Computer(s) is/(are) physically located.

In certain cases, Software provided to You may include functionality, capabilities or capacities exceeding those purchased by You and constituting separate Product(s) in their own right. This license does not extend to such separate Product(s) unless and until such time as You purchase such Product(s). You shall not access or use any such additional functionality, capabilities or capacities constituting separate Product(s) not covered by this license. Any unlicensed use of such additional functionality, capability or capacity shall (without limiting Contractor's other rights and remedies in respect of such unauthorized use) obligate You to pay to Contractor upon demand Contractor's then applicable list price for the corresponding Product(s).

This Agreement and the license granted herein shall remain effective until terminated. You may terminate this Agreement and the license at any time by destroying all copies of Software in Your possession. This Agreement and the license shall terminate immediately and without the requirement of any notice if You fail to comply with any provision of this Agreement. Upon termination, You shall destroy all copies of Software and Documentation in Your possession or control, including without limitation deleting the Software from all computers, hard drives or other electronic devices. All confidentiality obligations of You, restrictions and limitations on use of the Software, limitations of liability, and warranty limitations and disclaimers shall survive termination of this Agreement.

**5. Services.** Contractor may, in its sole discretion and at Customer's request, perform implementation, training, consulting or other Services for Customer from time to time. The nature and scope of such Services shall be set forth in reasonable detail in a SOW. Each and every SOW executed by the Parties shall be subject to the terms and conditions of this Agreement. In performing any Services, Contractor is acting as an independent Contractor.

**6. Taxes.** All sales use or other taxes or governmental fees or levies related to a transaction (other than taxes based upon Contractor's income) shall be the sole responsibility of Customer. Such taxes shall be remitted directly by Customer to taxing authorities.

**7. Title and Risk of Loss.** Title to Products sold to Customer and all risk of loss related to such Products passes to Customer upon the delivery of the Products to Customer.

**8. Shipping and Insurance.** Shipping Free On-board (FOB) destination.

**9. Claims for Shortages, Damage in Transit, and Nonconformity.** Customer is responsible for inspecting all shipments immediately upon delivery. Customer shall note any apparent shortages or damage in transit on the bill of lading and notify Contractor immediately about such shortages, damage or any apparent nonconformity with the Order. No claims shall be accepted more than ten (10) business days after receipt.

**10. Right to Audit.** Contractor may audit Your use of the Software on 15 days advanced written notice. You will cooperate with the audit, including by providing access to any books, computers, records or other information that relates or may relate to the use of the Software. Such audit will not reasonably interfere with Your business activities. If the audit reveals unauthorized use of the Software, You shall reimburse Contractor for the reasonable cost of the audit, in addition to such other rights and remedies as may be available to Contractor. Contractor shall not conduct an audit more than once per year.

**11. Export.** The Software and its constituent technology, or direct products thereof, may be subject to export control laws and regulations of the United States or other countries. You shall comply with such laws and regulations governing export, re-export, import, transfer and use of the Software at Your own cost and expense.

**12. Hardware Warranty.** Contractor warrants that the Hardware sold to Customer by Approved Source shall be free of defects in material and workmanship under normal authorized use consistent with Contractor's written specifications. Customer may reject Hardware furnished hereunder failing to meet such standards and require Contractor to correct or replace such defective Hardware, at no charge to Customer. In the event that Contractor receives notice during the warranty period that any Hardware does not conform to its warranty, Customer's sole and exclusive remedy, and Contractor sole and exclusive liability, shall be for Contractor, at its sole option, to either repair or replace the non-conforming Hardware in accordance with this limited warranty. Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Contractor. Contractor will use commercially reasonable efforts to ship the replacement Hardware within twenty (20) business days after receipt of the product at a Contractor's facility. Actual delivery times may vary depending on the Customer location and Hardware type.

**13. Software Warranty.** Contractor warrants to Customer that the Software shall function in accordance with professional standards, shall be free from defects in material, workmanship, and title. The term "Defective" means a failure to operate substantially in accordance with Contractor's written specifications for such Software; provided, that (a) any such failure is reproducible by Contractor under Contractor's customary testing procedures; (b) the failure occurs when the Software is used in accordance with Contractor's published usage guidelines for such Software; and (c) such failure is reported to Contractor in writing within the applicable warranty period.

**14. Limited Warranty as to Products.** The warranty period applicable to a Product (Hardware or

Software) installed by Customer is one year following the date on which the State executes Final Acceptance. Customer agrees that time is of the essence with respect to this warranty period and Contractor shall have no obligation to accept returns for any reason following expiration of the warranty period.

**15. Hardware Return Procedures.** Any defective Hardware item can only be returned if it references a return material authorization (“RMA”) number issued by authorized Contractor service personnel. Contractor’s warranty return procedures are available online at [www.avtecinc.com](http://www.avtecinc.com) or by email request to [rmarequest@avtecinc.com](mailto:rmarequest@avtecinc.com) or regular mail request to: Avtec, Inc., Warranty Department, 100 Innovation Place, Lexington, South Carolina 29072. To request an RMA number, Customer must obtain from Contractor a return authorization number and properly pack and return the Hardware at Customer’s expense, together with the authorization number and a detailed description of the problem, to Contractor’s designated repair facility located within the United States. Contractor’s repair facility will only assist Customers with online RMA processing pursuant to the terms of this warranty and will not provide any troubleshooting, configuration or installation assistance. Telephone calls to Contractor maintenance and support service teams will not be accepted unless Hardware is under warranty or Customer has purchased a valid Contractor maintenance service contract that is in effect as of the time of the call. The Hardware must be returned in its original or equivalent packaging, and all shipping charges, risk of loss or damage during the return shipment, and the cost of insurance, is Customer’s sole responsibility. The RMA number must be included on the outside carton label of the returned item. Contractor shall repair or replace the Hardware and return it at Contractor’s expense to Customer’s point of shipment. Customer has the risk of loss and damage to any Hardware returned to Contractor for repair or replacement until receipt by Contractor of such Hardware. Contractor shall assume the risk of loss and damage to any Hardware returned to Contractor for repair or replacement from receipt until delivery to Customer’s point of shipment, excluding Puerto Rico and U.S. possessions and territories, (at Contractor’s expense). If Contractor determines, in its reasonable discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made **after the warranty period, the cost of repair by Contractor, including all shipping expenses**, shall be paid by Customer. **CONTRACTOR SHALL HAVE NO LIABILITY WITH RESPECT TO DATA CONTAINED IN ANY HARDWARE RETURNED TO CONTRACTOR.** For any Hardware or parts thereof repaired or replaced under this Section 15, the warranty period applicable to the Hardware will continue for the longer of (c) the remainder of the original warranty period or (d) 90 days after the repaired or replaced Hardware is returned to Customer.

**16. Exclusions.** The foregoing warranty and remedies are for Customer’s exclusive benefit and are nontransferable. Any and all warranties shall be deemed void and no warranty will apply if the Hardware or Software: (i) has been altered except by Contractor; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor in the enclosed Documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Hardware or Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Contractor disclaims any express or implied warranty of fitness for such uses. Customer is solely responsible for backing up its programs and data to protect against loss or corruption. Contractor warranty obligations do not include installation support.

EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF ABSENCE OF HIDDEN DEFECTS AND ANY WARRANTY THAT MAY ARISE BY REASON OF USAGE OR TRADE OR COURSE OF DEALING.

**17. Intellectual Property.** Contractor warrants that it is the owner of Software and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property and other rights granted in this Agreement without the further

consent of any third party. If the Software becomes, or in Customer's reasonable opinion is likely to become, the subject of any claim, suit, or proceeding arising from or alleging infringement of any intellectual property right, or in the event of any adjudication that the Software infringes any such right, Contractor, at its own expense, will promptly take the following actions: (i) secure for Customer the right to continue using the Software; or (ii) replace or modify the Software to make it non-infringing, provided such modification or replacement will not materially degrade any functionality relied upon by Customer. The remedies set forth in this Section 17 are not exclusive of any others Customer may have.

**18. Limitation of Remedies.** Except for Contractor's indemnity obligations and notwithstanding any other provisions of any agreement between Contractor and Customer, Customer's exclusive remedy in respect of or related (directly or indirectly) in any way to any defective Product or Service (including without limitation the design, use, suitability, performance, features, characteristics or other aspects thereof, whether or not covered by any warranty) shall be for Contractor, at Contractor's option, to either: (i) repair or correct the defect within a reasonable time; (ii) replace the Product in question with an identical but non-defective product; (iii) replace the Product in question with a different Product whose functionality is substantially the same as the Product being replaced; (iv) re-perform the Service, or (v) refund to Customer all charges in respect of the Product or Service previously paid by Customer to Contractor; provided, however, if the Service in question is a Service rendered over an extended term, such refund shall not exceed such charges as were incurred during the 180 day period prior to the termination of the agreement providing for the Services.

• **19. Limitation of Liability.** (reserved)

• **20. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to conflicts or choice of law provisions.

**21. Entire Agreement.** This Agreement, any sales quotes, amendments, orders and SOWs made hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof. In addition, this Agreement supersedes and replaces any and all prior agreements or arrangements between the Parties, whether oral or written.

## **ATTACHMENT G**

### **Technical Support**

The purpose of the Overview is to match perceptions of expected service performance with actual service support and delivery to Customer.

#### **After Acceptance Customer Support (Self-Supporting)**

If the Customer elects to self-support the system, or employ a Contractor certified local third party provider, an annual technical support service review meeting will be held between the Customer, Contractor, and if applicable the certified 3<sup>rd</sup> party; such meeting being held within 30 days of expiration of the annual service/maintenance contract. The objective of this annual review is to confirm adherence to service levels and review roles and responsibilities. The service definition shall be formally reviewed and this agreement and will be updated accordingly.

#### **Customer Requirements**

- Self-supporting customers shall be responsible to maintain on staff, a minimum of one technical support person with current Contractor certification credentials. That person(s) will be responsible for on-site support activities and shall work, in collaboration with the Contractor Technical Support team to resolve system issues/troubles.

- If local 3<sup>rd</sup> party service provider is employed to support the Contractor solution, that provider must maintain current Contractor Certifications and be an Contractor Partner in good standing.
- Customer will maintain an adequate supply of critical spare parts as recommended by Contractor.

**Contractor Support**

**Services to be provided to Customer under warranty or the ScoutCare program:**

- Contractor will provide telephone Technical Support for Customer and/or local certified service provider, provided Customer has an active Support contract, during Contractor’s normal Operating hours (defined below).
- Contractor will provide telephone Technical Support for Customer and/or local certified service provider for Critical Priority issues (defined below), provided customer has an active Support contract, at any time.
- Contractor will provide interim updates and upgrades, patches, bug fixes, enhancements, modifications, improvements, releases, and new versions of standard software that Contractor makes generally makes available (General Commercial Availability) provided Customer has an active ScoutCare contract for the relevant time period. Non-critical software updates as provided above shall be deployed by the certified customer personnel or their 3<sup>rd</sup> party representative during normal maintenance windows. In the event that a critical, potentially service disrupting software update is released Contractor shall work with the Customer to expedite this update in a manner and at a time which represents the least risk to business operations.
- Contractor will provide part replacement service (RMA Support) for Customer and/or local certified service provider, during Contractor’s normal Operating hours (defined below).
- 90% of the calls will be answered within 60 seconds during Contractor business hours.
- 90% of calls will be answered within 180 seconds after hours and weekends.
- Each Support call will be logged and assigned a priority status, Critical, Urgent, and Normal. The following are responses based on the priority;

<b>Priority:</b>	Severity Level 1- Critical Outage
<b>Definition</b>	Customer’s system is substantially degraded, and normal operations are not possible.
<b>Response Time</b>	30 Minutes
<b>Resolution Commitment</b>	Issue will be resolved within 8 hours
<b>Escalation Process</b>	If Customer Support Team is unable to resolve within 1 hour they will escalate to the appropriate member of the engineering team. Escalation to Management Team within 2 hours of Customer’s initial notification if issue is still unresolved. A determination of additional resources will be made at that time and communicated to the Customer. Updates to customer will be made every 1 hour until resolution.
<b>Call Closure Requirement</b>	Call will be closed when system is running without impact for 48 hours and customer has communicated satisfaction with the resolution in writing to Contractor.

<b>Priority:</b>	Severity Level 2-Urgent
<b>Definition</b>	Limited impact, able to work but with limitations
<b>Response Time</b>	60 Minutes
<b>Resolution Commitment</b>	Issue will be resolved within 16 hours
<b>Escalation Process</b>	If Customer Support Team is unable to resolve within 1 business day they will escalate to the appropriate member of the engineering team and notify Management Team. Escalation to Management Team in 3 business days if issue is still unresolved. A determination of additional resources and time frame of resolution will be made at that time. Update to customer will be made as new information is made available until resolution.
<b>Call Closure Requirement</b>	Call will be closed when system is running without impact for 48 hours and customer has communicated satisfaction with the resolution in writing to Contractor.

<b>Priority:</b>	Normal
<b>Definition</b>	Severity Level 3- No impact to business, questions or informational
<b>Response Time</b>	1 Business Day
<b>Resolution Commitment</b>	Issue will be queued for resolution based on workload and other priority cases.
<b>Escalation Process</b>	If Customer Support Team is unable to resolve within 5 business days they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources and time frame of resolution will be made at that time.
<b>Call Closure Requirement</b>	Call will be closed when customer accepts resolution through written notification to Contractor.

**Hardware Return Procedures.** Any defective hardware item can only be returned if it references a return material authorization (“RMA”) number issued by authorized Contractor service personnel. Contractor’s warranty return procedures are available online at [www.avtecinc.com](http://www.avtecinc.com) or by email request to [rmarequest@avtecinc.com](mailto:rmarequest@avtecinc.com) or regular mail request to: Contractor, Inc., Warranty Department, 100 Innovation Place, Lexington, South Carolina 29072. To request an RMA number, Customer must obtain from Contractor a return authorization number and properly pack and return the Hardware at Customer’s expense, together with the authorization number and a detailed description of the problem, to Contractor’s designated repair facility located within the United States. Contractor’s repair facility will only assist Customers with online RMA processing pursuant to the terms of this warranty and will not provide any troubleshooting, configuration or installation assistance. Telephone calls to Contractor maintenance and support service teams will not be accepted unless hardware is under warranty or Customer has purchased a valid Contractor maintenance service contract that is in effect as of the time of the call. The hardware must be returned in its original or equivalent packaging, and all shipping charges, risk of loss or damage during the return shipment, and the cost of insurance, is Customer’s sole responsibility. The RMA number must

be included on the outside carton label of the returned item. Contractor shall repair or replace the hardware and return it at Contractor's expense to Customer's point of shipment. Customer has the risk of loss and damage to any hardware returned to Contractor for repair or replacement until receipt by Contractor of such hardware. During the warranty period, determination of repair/replacement and shipment of the repaired/replacement component to the Customer shall occur within 5 business days of receipt at the Contractor facility. If the warranty period has expired and Customer has elected not to purchase hardware maintenance, determination of repair/replacement and shipment times for repaired/replacement component to the Customer shall depend on the critical nature of the RMA request on a case by case basis. Contractor shall assume the risk of loss and damage to any hardware returned to Contractor for repair or replacement from receipt until delivery to Customer's point of shipment, excluding Puerto Rico and U.S. possessions and territories, (at Contractor's expense). If Contractor determines, in its reasonable discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made **after the warranty period, the cost of repair by Contractor, including all shipping expenses**, shall be paid by Customer. **CONTRACTOR SHALL HAVE NO LIABILITY WITH RESPECT TO DATA CONTAINED IN ANY HARDWARE RETURNED TO CONTRACTOR.** For any hardware or parts thereof repaired or replaced under this Section 10, the warranty period applicable to the Hardware will continue for the longer of (c) the remainder of the original warranty period or (d) 90 days after the repaired or replaced hardware is returned to Customer.

### **Contacts & Operating Hours**

Contact Phone Numbers & Email:

- 803.358.3600 ext. 201
- 800.543.3034
- [CustomerSupport@avtecinc.com](mailto:CustomerSupport@avtecinc.com)
- [RMARequest@avtecinc.com](mailto:RMARequest@avtecinc.com)

Location of Service Delivery:

- 100 Innovation Place
- Lexington, SC 29072 USA

Hours of Operation:

- Business hours support: Monday – Friday 8:00 AM– 5:00 PM EST
- After hours support: Monday – Friday 5:00 PM – 7:59 AM EST, 24-hour coverage Saturday, Sunday and Holidays

CONTRACTOR Holiday List

- New Year's Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

### **Escalation Contact:**

Customer Support Manager:

- Abe Gibson-agibson@avtecinc.com
- 803.358.3412

### **Tier-1 Maintenance Expectations for End-User Clients or their Local Service Providers**

Tier-1 trained technical resources at client site locations are critical to properly evaluate communication system issues, to complete “first look” maintenance actions, and to maintain the high operational availability of communication systems and capabilities. To meet this need, Contractor provides dispatcher and system administrator training for all Scout end-user clients and/or their Tier-1 local support providers. Contractor clients on the ScoutCare™ Software Maintenance Program are also entitled to recurring system administrator training at the Contractor’s Lexington, SC HQ facility.

Contractor must service what they sell and be available 7x24x365 to provide support for all clients with systems under warranty, and for clients on ScoutCare™. Contractor Tier-2 support, (expert second level), is remote, and is reliant on Tier 1 input and feedback from knowledgeable and trained resources at or near the client locations.

In the event the client cannot commit their own resources, or local service provider resources, for training and maintenance support, Contractor can provide pricing for Tier-1 local/on-site support via Contractor employees or through a network of Contractor partners. Regardless of the resource designated to provide Tier-1 support, Contractor enables local support resources to perform the following functions:

1. Attend system administrator training.
  - a. Access the Contractor Client Portal for technical documentation.
2. Act as the primary liaison with Contractor Customer Support (CS) for all Contractor Scout technical matters.
3. Perform “first look” maintenance for any suspected Scout system related issues. First look, or Tier-1 maintenance expectations include:
  - a. Respond to initial dispatcher requests for technical support.
    - i. Perform preliminary fault isolation. Eliminate the client network, PBX, radios, recorders, or other third-party peripherals as a source of the issue.
    - ii. Ensure the IP network (routers, switches, hubs, protocol changers, etc.) and cabling that interconnects with Scout system components are functional.
    - iii. Verify unicast and multicast traffic flow.
  - b. Determine whether or not the issue with Scout can be resolved at Tier-1 or if it should be escalated for Tier-2 support from Contractor CS engineers.
  - c. Open and track Tier-2 tickets with Contractor CS.
  - d. Coordinate all Contractor Tier-2 maintenance activity with local site end-users.
  - e. Complete any locally required maintenance tasks under the direction of Contractor CS Tier-2 engineering.
  - f. Perform all local moves, additions, and changes (basic system administrator actions).
  - g. Perform console, VPGate, Frontier resets.
  - h. Verify Contractor Scout, VPGate, and Frontier configurations and settings.
  - i. Record fault data.
    - i. Indications (i.e., no PTT, no TX or RX, console locked up).
    - ii. Date and Time.
    - iii. Impact/Severity of Outage.
    - iv. Collect and upload Log files as needed to the Contractor FTP server.
    - v. Network packet capture (PCAPS) from consoles and VPGate.

- j. Implement SW patches and/or upgrades. Follow Tier-2 engineering instruction/direction for SW patching and/or upgrade.
- k. Physical HW replacement in the event of failure.
- l. Training of new end-users after preliminary training by Contractor has been provided.
- m. Maintain records of system design and layout, including IP addresses and Hostnames (where possible); provide this data to Contractor as needed for Tier-2 support.
- n. Utilize the "Scout Issue Resolution Checklist" (provided separately) to assist Tier-2 engineers with fault isolation and resolution.

Contractor engineering resources must be available to support client pursuant to the Service Level Agreement (SLA) detailed in the basic contract and/or ScoutCare agreement. Locally (trained) technical resources will help facilitate rapid resolution of issues and ensure high system availability.

If there are any questions regarding Tier-1 or Tier 2 support, contact Abe Gibson, Technical Services Manager, at 803-358-3412.

(1) Service Level Agreements and Service Level Credits

The following sections describe the State of Vermont standard set of Service Level Agreements (SLA) and associated Service Level Credits.

This Section also describes the methodology for calculating Service Level credits that shall be made available by Contractor to State if Contractor fails to meet certain Service Level Agreements.

In the event the State determines the Contractor has failed to meet a Service Level Metric based on the criteria below, the State shall notify the Contractor and offset the applicable Service Level Credit from the next subsequent Contractor invoice.

Service Level requirements and details will be covered in the following sections:

i) Incident Notification

**Definitions:**

**Initial Notification and Response Time**– Time between when the Severity Level 1 or Severity Level 2 Incident initial notification is made to Contractor via telephone (start time) and ticket information is provided to the State via telephone or email (sent time).

**Incident** - means any malfunction or defect that causes or is likely to cause or result in the Solution to fail to conform to the Requirements.

**Incident start time** - will be calculated when the ticket is categorized or reported as a Severity Level 2 / Severity Level 1

**Response Notification** - the time period allowed for the Response and Initial Notification for Severity Level 1 and 2 Incident Service Level Metrics

**Severity Level 1 Incident** – means a Critical Outage as a result of and error in essential functions of Contractors Solution and normal operations are not possible.

**Severity Level 2 Incident** - means the System is able to work but with functional limitations.

**Severity Level 3 Incident** - means that the System is functional and there is no impact on business operations. Example would be contacting the help desk for informational purposes.

ii) Out of Scope

To the extent Incidents are related or caused by system or parties outside the scope of Contractor's responsibility or caused by third parties outside the scope of this Contract, the information within the notification will depend on the information available to the Contractor. Contractor shall still communicate per Incident Notification. Contractor's criteria to determine the Security Level of an incident is as follows:

- Contractor will determine if the Incident is caused by Contractor's software or hardware. The State's on-site technical support person(s), with current training certification on the Solution, have used all commercially reasonable efforts to provide a work around and have made an initial, non-binding determination that a software or hardware error is the cause of the Incident.
- The software error or hardware is reproducible.
- The State's radio system (with or without trunking), including but not limited to, radio programming, and addition of new equipment to the system, and the State's network, including but not limited to, addition of new third-party software, or patches, or updates of current OS software, and any defects in network infrastructure, have been excluded as the cause after troubleshooting. If Contractor determines that the Incident is not caused by Contractor's software, then this SLA shall not apply.
- In the event there is a dispute between the State and Contractor regarding the cause of the Incident which is not resolved within one (1) hour of Contractor's report to the State, such dispute shall escalate to Contractor's VP of Services, Dawn Fisher.

iii) Response and Incident Notification Service Level Agreement Table

<b>Response and Incident Notification Service Level Agreement: Severity Level 1 and 2 Incidents</b>	
<b>Type</b>	Service Level
<b>Commencement</b>	Final Acceptance Date
<b>Description</b>	This Service Level measures the occurrence of any Severity Level 1 and 2 Incidents for which the Response and Initial Notifications, with respect to any individual Incident, exceeds the timelines stated below.
<b>Reporting Period</b>	The bi-annual sum of per incident of suspected noncompliance as reported by the State to the Contractor using the Contractor ticketing system upon the receipt of a telephone call from the State reporting and Incident and solution system dashboard. Email notifications to the Contractor are not reviewable to verify non-compliance. Contractor will provide a ticketing report for a particular Incident or a particular time period upon request.
<b>Data Sources</b>	Contractor's will review SOV reports of non-compliance, which shall provide the time of call in to Contractor's call center and the name of the technician providing support and will utilize Contractor's service ticket tracking system to verify non-compliance.
<b>Service Level Metric</b>	<p>For Incidents occurring within the Scope of Contractor's responsibility:</p> <p>Severity Level 1 Incident Response and Initial Notification shall occur within 30 min from the time the incident <u>is reported</u>.</p> <p>Severity Level 2 Incident Response and Initial Notification shall occur within 1 hour from the time the incident <u>is reported</u>.</p> <p>Severity Level 3 Incident Response and Initial Notification shall occur within 2 hours from the time the incident <u>reported</u>.</p> <p>For Severity 1 and Severity 2 Incidents that extend for multiple days, update notification intervals shall follow a mutually agreed upon schedule between State and the Contractor</p>
<b>Service Level Credit</b>	1% of the bi-annual Maintenance Fee invoiced for the month(s) in which the Service Level default occurred for each Severity Level 1/ Severity Level 2 for which the Incident Notification Service Level Metric was not met, with a maximum of 2.5% of Fees bi-annually.

(2) Documentation:

Contractor shall provide the State with all documentation, including all information, data, descriptive materials, all approved specifications, service level descriptions and details, any and all descriptions and specifications of the requirements hereunder or created or developed hereunder, operational, functional and supervisory reference guides, manuals and all other information which is developed, prepared, used or otherwise available from Contractor, in connection with and applicable to the provision, use, operation and support of the [applicable solution]. Documentation shall be sufficient to enable the State to understand, operate, use, access, support, maintain, and update the [applicable solution]. Documentation shall also include all standards applicable to the [applicable solution].

At a minimum, the Documentation to be provided will be in electronic format and includes:

- All commercial documentation for software provided by the Contractor.
- Documentation for Solution updates through new documentation versions.
- End User Manuals that are separate manuals for each component of the Solution and include “cheat sheets” which can be used for easy reference by users.
- Configuration Manuals that are separate documents for each component of the Solution and provide a full description and instructions on enabling the component.
- Operational Procedures that include all operational areas that are the responsibility of the state, separate documents for each component that provides a full description of the operational tasks and instructions on their execution.
- Security Administration Guide - In order to delegate selected security maintenance tasks and responsibilities to a restricted number of agency employees, the Contractor must develop a comprehensive security guide. The Contractor must prepare a guide that combines general reference information with agency specific procedures to assist security administrators in performing their duties.
- Technical documentation - The Contractor must produce complete solution documentation that documents the application software and its architecture as it is implemented for the State (e.g., application architecture, installation, configuration, workflow development, operations, backup and recovery, diagnostics and security, Internet access requirements) for all COTS and third-party software products implemented.