



UTAH STATE BOARD OF EDUCATION COOPERATIVE CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the Utah State Board of Education, referred to as USBE, and the following Contractor:

MOTOROLA SOLUTIONS, INC

Name
492 OLD CONNECTICUT PATH, 3rd FL

Address
FRAMINGHAM MA 01701
City State Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency
☐ Other: _____

Point of Contact: CHRIS SHORT Phone # 503-932-4345 Email: CHRIS.SHORT@MOTOROLASOLUTIONS.COM
Vendor # 10973F Commodity Code # 86100E

2. **SECTION:** This contract is for USBE Section: Student Support Services
3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide: Wearable Panic Alert Devices
4. **PROCUREMENT:** This contract is entered into as a result of the procurement process of Solicitation # USBE-CC26055-RFP, in FY26.
5. **CONTRACT PERIOD:** Effective Date: 9/8/2027 Termination Date: 9/7/2029 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): 2.
6. **CONTRACT COSTS:** CONTRACTOR will be paid as identified in the scope of work or other attachments.
7. **STUDENT DATA:** Student Data is included in Contract: ☒ Yes ☐ No
8. **ATTACHMENT A:** USBE Standard Cooperative Terms and Conditions for Goods and Services
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing

The Order of Precedence, for any conflicts, shall be resolved in favor of 1) Attachment A, 2) other USBE terms and conditions, 3) Scope of Work, 4) this Contract signature page, then 5) Contractor terms and conditions, if any. Any limit of liability or limit of USBE's rights must be signed by USBE.

9. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, Solicitation, and Contractor's response.
10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Ken Rey
Signature Date

Type or Print Name and Title

UTAH STATE BOARD OF EDUCATION

Scott Jones
Signature Date

Deputy Superintendent of Operations

Type or Print Name and Title

ATTACHMENT A:
UTAH STATE BOARD OF EDUCATION
STANDARD COOPERATIVE TERMS AND CONDITIONS FOR GOODS AND SERVICES
Exceptions to Sections: 11, 13.1, 13.2, 14.2.2, 20, 34.2, and 39.10

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- 1.1. **"Authorized Persons"** means Contractor's employees, officers, partners, Subcontractors or other agents of Contractor, who require access to Data and have a legitimate interest in the Data to enable the Contractor to perform its responsibilities under this Contract.
- 1.2. **"Confidential Information"** means information that is deemed confidential and not subject to public distribution under applicable state and federal laws. USBE reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- 1.3. **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
- 1.4. **"Contract Signature Page(s)"** means the cover page(s) that USBE and Contractor signed.
- 1.5. **"Contractor"** means the individual or entity delivering the Procurement Items identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, partners, and subcontractors.
- 1.6. **"Data"** Any piece of information suitable for use in electronic or print format. Data includes Student Personally Identifiable Information and Educator Data and may also include Confidential Information.
- 1.7. **"Data Breach"** means the actual unauthorized access to Data that results in the unauthorized use, disclosure, or theft of Data, or the compromise of the confidentiality, integrity, or availability of Data in possession or control of Contractor or Subcontractor.
- 1.8. **"Destroy" or "Destruction"** means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.
- 1.9. **"Educator Data"** includes, but is not limited to, the educator's name; any unique identifier, including social security number; and other information that, alone or in combination, is linked or linkable to a specific educator.
- 1.10. **"Incident"** means the potentially unauthorized access to Data that could reasonably result in the unauthorized use, disclosure, or theft of Data or the compromise of the confidentiality, integrity, or availability of Data within the possession or control of Contractor or Subcontractor.
- 1.11. **"Local Educational Agency" or "LEA"** means a charter school or school district that directs and controls public elementary or secondary education institutions, its board officers, employees, agents, and authorized volunteers.
- 1.12. **"Metadata"** includes all information created manually or automatically to provide meaning or context to other data.
- 1.13. **"Person"** shall have the same meaning as found in Administrative Rule R33-1-1.
- 1.14. **"Procurement Item," "Good," or "Service"** means a supply, a service, construction, or technology that Contractor is required to deliver to USBE under this Contract.
- 1.15. **"Response"** means the Contractor's bid, proposal, quote, or any other document used by the Contractor to respond to USBE's Solicitation.
- 1.16. **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statements of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.

- 1.17. **“State Entity”** means the state or any department, division, office, bureau, agency, board, commission, or other instrumentality of the state.
- 1.18. **“State of Utah” or “State”** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- 1.19. **“Student Personally Identifiable Information” or “PII”** has the same meaning as that found in U.C.A § 53E-9-301 and 34 § CFR 99.3, and includes both direct identifiers (such as a student’s or other family member’s name, address, student number, or biometric number) and indirect identifiers (such as a student’s date of birth, place of birth, or mother’s maiden name). Indirect identifiers that constitute PII also include Metadata or other information that, alone or in combination, is linked or linkable to a specific student that would allow a person who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- 1.20. **“Subcontractor”** means a person under contract with Contractor or another subcontractor to provide services or labor as provided herein or for design or construction, including a trade contractor or specialty contractor.
- 1.21. **“Targeted Advertising”** means advertising to a student or a student’s parent by Contractor if the advertisement is based on information or Data Contractor collected or received under this Contract.
- 1.22. **“Utah State Board of Education” or “USB E”** means the board, its elected or appointed officers, employees, agents, and authorized volunteers.
2. **GOVERNING LAW AND VENUE:** This Contract is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Contractor shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including Utah Administrative Rule R277-328, 34 CFR Part 300 and applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including 2 CFR Appendix II to Part 200, will supersede this Attachment A.
4. **PERMITS:** Contractor shall, at its own expense, obtain all permits, licenses, and approvals necessary for the performance of this Contract.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”:** Contractor shall comply with the requirements of the Status Verification System, also referred to as “E-verify,” as required by Utah Code § 13-47-2 et seq.
6. **DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST:** Contractor shall disclose whether any of its officers or employees are current or former officers or employees of USB E or the State of Utah. Contractor shall disclose if a current USB E employee is hired during the term of the Contract (*e.g.*, dual employment).
7. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall not act or hold itself out as an officer, employee, or agent of USB E, except as to the specific and limited agency created by the section “Agent Designation” below.
8. **PUBLICITY:** Contractor shall not use USB E’s name, logo, or endorsement (implied or actual) in any advertising, marketing, or publicity materials without prior written approval from USB E.
9. **ASSIGNMENT:** Any assignment or delegation by Contractor must be made through an amendment to the Contract.
10. **AMENDMENTS:** Amendments to this Contract, including execution of renewal options and changes to the scope, must be made by signed written agreement of both parties.
11. **INDEMNITY:** Contractor shall be liable for its actions and shall indemnify USB E and the State of Utah

from Third-party claims arising out of Contractor's negligent performance, provided that Contractor's total liability under this agreement shall not exceed two times the total contract value or \$1,000,000, whichever is greater. This limitation shall not apply to claims arising from Contractor's gross negligence or willful misconduct resulting in injuries to persons, including death, or damages to property.

12. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Contractor represents all Procurement Items are free of all liens and encumbrances and shall indemnify USBE and the State of Utah from any claim brought against USBE or the State of Utah for infringement of a third party's intellectual property. Any limitation of Contractor's liability does not apply to this section.

13. OWNERSHIP OF PROCUREMENT ITEM:

13.1. Contractor conveys to USBE full ownership and title to all Procurement Items delivered under this Contract. Procurement Items shall be transferred to USBE as work for hire, unless otherwise agreed to in the Contract. Title to any Licensed Software will not pass to USBE at any time. The Parties understand and agree that this Contract does not contemplate, authorize or support acquisition of custom hardware or software products or services. If Contractor and USBE seek to contract for such products or services, they must use a separate contract or seek amendment with USBE of this Contract.

13.2. Unless included in the Contract, neither party has any claim to the intellectual property of the other party. Contractor retains all right, title and interest in and to its proprietary equipment, hardware, content, software, tools, data, and other materials developed or licensed from third parties.

14. CONTRACTOR'S INSURANCE RESPONSIBILITY:

14.1. Contractor shall maintain insurance during this Contract. All insurance policies required by this Contract shall be issued by insurance companies with an AM Best rating of A-VIII or better.

14.2. The Contractor shall maintain the following insurance coverage:

14.2.1. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under Utah's workers' compensation laws at the statutory limits required thereunder.

14.2.2. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy shall be no less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate.

14.2.3. If Contractor uses a vehicle in the performance of this Contract, Contractor shall maintain Commercial Automobile Liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Contract. The minimum liability limit must be \$1,000,000.00 per occurrence, combined single limit.

14.2.4. If Contractor has access to Data, Contractor shall maintain Protected Information Liability insurance covering all loss of Data and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

14.2.5. If Contractor stores, processes, transmits, Data, Contractor shall maintain Cyber Liability Insurance covering loss as a result of the compromise of the confidentiality, integrity, or availability of Data with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

14.3. USBE shall be named as additional insured on all CGL policies required of Contractor. Coverage required of Contractor shall be primary over any insurance or self-insurance program carried by Contractor or USBE.

- 14.4.** The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without the insurer giving at least 30 days' prior notice to Contractor. Contractor shall forward such notice to USBE's contact as listed in the Contract within seven days of Contractor's receipt of such notice.
- 14.5.** All insurance policies secured or maintained by Contractor in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or USBE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- 14.6.** Contractor shall provide to USBE certificates evidencing Contractor's insurance coverage required in this Contract within seven days following the effective date. No later than 15 days before the expiration date of Contractor's coverage, Contractor shall deliver to USBE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by USBE, Contractor shall, within seven days following such request, provide evidence satisfactory to USBE of compliance with the provisions of this section.
- 14.7.** USBE reserves the right to require higher or lower insurance limits where warranted.
- 15. DEBARMENT/SUSPENSION:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible by any governmental entity. Contractor shall notify USBE within 30 days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
- 16. WORK ON USBE, LEA, or STATE OF UTAH PREMISES:** Contractor shall ensure that its personnel working on USBE, LEA, or State of Utah premises: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions from USBE; and (iv) if required by USBE, pass a background check prior to entering the premises. USBE may remove any individual for a violation hereunder.
- 17. DELIVERY:** All deliveries under this Contract shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Risk of loss or damage shall remain with Contractor until final inspection and acceptance by USBE.
- 18. ACCEPTANCE AND REJECTION:** USBE shall have 30 days after delivery of the Procurement Items to perform an inspection of the Procurement Items to determine if the Procurement Items conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Items by USBE. If the Procurement Item is not rejected, it is presumed to be accepted.
- 18.1.** If Contractor delivers nonconforming Procurement Items, USBE may, at its option and at Contractor's expense: (i) return the Procurement Items for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Items; or (iii) obtain replacement Procurement Items from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Items without first, disclosing the former rejection or requirement for correction; and second, obtaining written consent from USBE to redeliver the corrected Procurement Items. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
- 18.2.** If at any point a latent defect or fraud is identified, acceptance by USBE may be immediately nullified.
- 19. SUSPENSION OF WORK:** USBE may suspend or reinstate work under this Contract by written notice to Contractor.
- 20. INVOICE AND PAYMENT:** Contractor shall submit an invoice for all work performed under this Contract after performance has been made. Invoices shall be submitted promptly, but no later than 15 days after fiscal year end (June 30) for any work performed during the fiscal year. All final invoices must be submitted no later than 90 days from the termination of the Contract. USBE shall make payment within 45 days after it receives a correct invoice by a check sent through the mail, electronic funds transfer, or the State of Utah's purchasing card (major credit card). If payment has not been

made 60 days after USBE receives a correct invoice, then Contractor may add interest in accordance with the Utah Prompt Payment Act. If the Contractor accepts final payment without a written protest to USBE within ten business days of receipt of final payment, Contractor releases USBE and the State of Utah from all claims for payment related to the Contract. USBE's payment for the Procurement Items shall not be deemed an acceptance of the Procurement Items as identified in the Contract and does not release any claims that USBE or the State of Utah may have against Contractor. Contractor shall not charge USBE electronic payment fees.

- 21. SALES TAX EXEMPTION:** USBE is a tax-exempt organization, and Contractor shall not include sales tax in any request for payment.
- 22. WARRANTY OF PROCUREMENT ITEMS:** Unless a longer warranty period is contained in the Contract, Contractor warrants for a period of one year from the date of acceptance that: (i) the Procurement Items perform according to all specific claims that Contractor made in its Response and all specifications agreed to in writing; (ii) the Procurement Items are suitable for the ordinary purposes for which such Procurement Items are used; (iii) the Procurement Items are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Items are designed and manufactured in a commercially reasonable manner; (v) the Procurement Items are properly designed and manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Items are free of defects. Unless otherwise specified, all Procurement Items provided shall be new and unused of the latest model or design.
- 23. DEFAULT AND REMEDIES:**
- 23.1. Default:** Any of the following events may constitute cause for USBE to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements or obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. Termination or expiration of this Contract shall not extinguish or prejudice USBE's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Items that has not been cured.
- 23.2. Opportunity to Cure:** If the Contractor is in default for non-performance or breach, USBE may provide written notice, formal or informal, of default, which gives the Contractor ten days to cure the default. Contractor shall repair, replace, or reimburse USBE, at USBE's discretion, the cost to cover Procurement Items at no charge to USBE. Time allowed for cure will not diminish or eliminate Contractor's liability for damages.
- 23.3. Additional Remedies:** If the default remains after Contractor has been provided the opportunity to cure, USBE may: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from USBE or the State of Utah; and (v) demand a full refund of any payment USBE has made to Contractor under this Contract for Procurement Items that do not conform to this Contract.
- 24. TERMINATION:**
- 24.1. Termination for Cause:** This Contract may be terminated for cause by either party. A party in violation shall be given 10 days' written notice to correct and cease the violations, after which this Contract may be terminated immediately.
- 24.2. Termination for Convenience:** This Contract may be terminated without cause (for convenience) by USBE upon 30 days' written notice to Contractor.
- 24.3. Termination by Mutual Agreement:** USBE and Contractor may terminate this Contract, in whole or in part, at any time, by written amendment.
- 24.4. Termination For Non-appropriation of Funds:** Upon 30 days' written notice to Contractor, this Contract may be amended or terminated by USBE if USBE reasonably determines: (i) a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) a change in available funds affects USBE's ability to perform under this Contract.
- 24.5. Contract Closeout:** USBE shall pay Contractor for all Procurement Items ordered prior to

termination of this Contract and accepted by USBE. USBE's exercise of its right to terminate this Contract shall not relieve the Contractor of any liability to USBE for any damages or claims arising under this Contract. USBE shall not be liable for any penalties or liquidated damages that accrue after the effective date of termination.

- 25. FORCE MAJEURE:** Neither party shall be held responsible for unavoidable delay or default caused by circumstances, including fire, riot, an act of God, or war, that are beyond that party's reasonable control. USBE may terminate this Contract after determining such delay or default will prevent successful performance of this Contract.
- 26. WAIVER:** A waiver of any right under the Contract shall not be construed as a subsequent waiver of that right or as a waiver of any other right.
- 27. DISPUTE RESOLUTION:** Prior to either party filing a judicial action, the parties agree to participate in the mediation of any dispute. USBE and Contractor will mutually agree upon a mediator, or if a mutually agreeable mediator is not selected, USBE will select an independent third party, who shall be a Utah Courts certified mediator, to assist in the resolution of a dispute. USBE and Contractor agree to cooperate in good faith in mediation proceedings.
- 28. ATTORNEY'S FEES:** The prevailing party in a judicial action to enforce rights under this Contract shall be entitled to its costs and expenses, including reasonable attorney's fees.
- 29. CONTRACT INFORMATION:** During the duration of this Contract, USBE is required to make available contact information of Contractor to the State of Utah Department of Workforce Services pursuant to Utah Code § 35A-2-203. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
- 30. TRAVEL COSTS:** Unless otherwise agreed, all travel costs must be pre-approved by USBE and may be booked by USBE at State of Utah per diem rates.
- 31. SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not diminish USBE's right to enforce any term of this Contract that by its nature would continue beyond termination, cancellation, or expiration.
- 32. SEVERABILITY:** The invalidity or unenforceability of any term of this Contract shall not affect the validity or enforceability of any other term of this Contract.
- 33. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
- 34. RECORDS ADMINISTRATION, RIGHT TO AUDIT, PERFORMANCE MONITORING:**
 - 34.1. Records:** Contractor shall maintain records necessary to properly account for Contractor's compliance, performance, and the payments made by USBE to Contractor. These records shall be retained by Contractor for six years after final payment, or until all audits initiated within the six years have been completed, whichever is later.
 - 34.2. Audit:** As applicable to this Contract, Contractor agrees to provide, at no additional cost, the State of Utah, federal program staff, USBE staff, and their designees access to questionnaires and internal and external audit reports. This includes the right to audit all such records and Contractor's sites and environments during normal business hours, and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to audit records and interview staff in any subcontract related to performance of this Contract.
 - 34.3. Performance Monitoring:** USBE reserves the right to monitor Contractor's performance, including Subcontractors, and may perform checks and reviews. Evaluation results may be made available to Contractor upon request.
- 35. PUBLIC INFORMATION:** This Contract and all related solicitation documents, purchase orders, pricing documents, and invoices are public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act.

- 36. CONFIDENTIALITY:** Confidential Information obtained by the Contractor may only be used for the purposes identified in this contract, unless prior written consent has been obtained in advance from USBE. Contractor shall notify USBE within one calendar day of any potential or actual misuse or unauthorized disclosure of confidential information.
- 37. PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27-102, Contractor certifies that it is not currently engaged in an “economic boycott” nor a “boycott of the State of Israel” as those terms are defined in that Code section. Contractor also agrees not to engage in either boycott for the duration of this contract. If Contractor does engage in such a boycott, it shall immediately provide written notification to USBE.
- 38. GENERAL DATA PROVISIONS:**
- 38.1. Data Ownership:** USBE retains all rights, title, and interest, including all intellectual property and proprietary rights, in and to system data, Data, and all related data and content.
- 38.2. Agent Designation:** Contractor is hereby designated as an agent of USBE pursuant to FERPA for the limited purpose of receiving PII to fulfill the purposes of this contract. Contractor may use the PII as provided herein but may not transfer or otherwise convey PII to any other Person.
- 38.2.1. Compliance With Data Privacy Laws:** Contractor, as USBE’s agent, shall comply with all applicable data privacy laws, regulations, code, and rules including FERPA 20 U.S.C. § 1232g et seq. and 34 C.F.R. Part 99 et seq., the Individuals with Disabilities Education Act, 30 U.S.C. § 1400 et seq. and 34 C.F.R. Part 300, and the Utah Student Privacy and Data Protection Act, Utah Code § 53E-9 101 et seq.
- 38.3. Return Or Destruction Of Data:** Contractor shall erase, destroy, and render unreadable all Data from all non-USBE computer systems and backups, and certify in writing that these actions have been completed within 30 days of the expiration or termination of this Contract or within seven days of the request of USBE, whichever shall come first, unless USBE provides Contractor with a written directive. USBE’s written directive may require that certain Data be preserved in accordance with applicable law; or require that Contractor return the Data through a complete and secure (*i.e.*, encrypted and appropriately authenticated) download file of all Data). Data returned under this subsection must either be in the format as originally provided, in a format that is readily usable by USBE, or formatted in a way that it can be used. The costs for returning documents and data to USBE are included in this Contract.
- 38.4. Access To Data:**
- 38.4.1.** Contractor shall limit access to Data to Authorized Persons only and shall require a non-disclosure agreement be signed by all Authorized Persons prior to being granted access to Data.
- 38.4.2.** Contractor shall maintain past and current lists of all Authorized Persons, maintain each non-disclosure agreement, and shall permit inspection of the same by USBE upon request.
- 38.4.3.** Contractor shall maintain an audit trail for the duration of this Contract, which reflects the granting and revoking of access privileges to Authorized Persons. A copy of this audit trail may be requested by USBE from Contractor at any time and shall be provided within 10 days of the USBE request.
- 38.4.4.** Contractor shall have strong access controls in place. Contractor shall disable and/or immediately delete unused or terminated Authorized Persons’ accounts and shall periodically assess account inactivity for potential stale accounts.
- 38.4.5.** Contractor shall provide annual mandatory privacy and security awareness training for all Authorized Persons, maintain past and current lists of Authorized Persons that have completed training, and permit inspection of the same by USBE upon request.
- 38.4.6.** USBE retains the right, at its sole discretion, to revoke access to any individual, group, or entity authorized by Contractor. Thereupon, Contractor shall revoke access and

provide USBE written confirmation of the date that access was removed.

38.5. Use and Disclosure of Data:

38.5.1. Contractor's collection, or use of Data shall be limited to that necessary and directly related to the Contractor's responsibilities set forth in the Contract.

38.5.2. Contractor shall share Data with a Person outside of this Contract only if provided for in writing in the Scope of Work, with prior written consent of USBE, or with law enforcement agencies or individuals as authorized by law or court order. If Contractor receives a request for Data from law enforcement or a court order, Contractor shall notify USBE of the request within two business days, as permitted by law.

38.5.3. If Contractor seeks to publicly release Data, Contractor must aggregate the Data by totaling the Data and reporting it at the group, cohort, school, school district, region, or state level. Contractor shall, upon request of USBE, provide USBE with a document that lists the steps and methods the Contractor shall use to de-identify the information. Any aggregate data that is publicly released without being redacted using the methods in this section shall be considered a Breach. The following methods shall be used on any aggregated reports:

- (a). Aggregate data shall be reported publicly only if there is a sufficient number of individuals represented in any demographic or subgroup so that an individual cannot be identified.
- (b). Aggregated reports shall be redacted using complementary suppression methods that remove the risk of Data being identifiable using simple mathematics or formulas.
- (c). Contractor shall not use Data for any secondary use, including Targeted Advertising, except under the following conditions:
 - (i). For adaptive learning or customized student learning purposes.
 - (ii). To market an educational application or product to a parent or legal guardian of a student if Contractor did not use Data, shared by or collected per this Contract, to market the educational application or product.
- (d). To use a recommendation engine to recommend to a student (i) content that relates to learning or employment, within the third-party contractor's application, if the recommendation is not motivated by payment or other consideration from another party; or (ii) services that relate to learning or employment, within the third-party contractor's application, if the recommendation is not motivated by payment or other consideration from another party;
- (e). To respond to a student request for information or feedback, if the content of the response is not motivated by payment or other consideration from another party.
- (f). To use Data to allow or improve operability and functionality of the third-party contractor's application.

38.5.4. Contractor shall not sell or otherwise monetize Data except Data transferred through the purchase of, merger with, or otherwise acquisition of Contractor provided that all parties remain in compliance with this Contract.

38.6. Unauthorized disclosure of Data. Unauthorized disclosure of Data by Contractor or Subcontractor for any reason may be cause for legal action by third parties against Contractor, USBE, or their respective agents. Contractor shall indemnify, save, and hold harmless USBE, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Contract. Notwithstanding any other provision of this Contract, Contractor shall be liable to USBE for all

direct, consequential, and incidental damages arising from an Incident caused by Contractor or its Subcontractors.

38.7. Data Transmission. Contractor shall ensure all transmission or exchange of Data takes place via secure means (ex. HTTPS or FTPS).

38.8. Data Storage. Contractor shall store and maintain all Data in data centers located only within the United States. Contractor shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such storage medium is part of the Contractor's designated backup and recovery process.

38.9. Access. Contractor shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN), and only for authorized administrative, or technical support tasks.

38.10. Password Protection. Contractor shall enforce strong authentication protections on all devices, systems, and networks with access to or that store Data.

38.11. INCIDENT RESPONSE

38.11.1. In the event of an Incident which results in a Data Breach, Contractor shall notify USBE of the Breach within 24 hours in writing with sufficient information to allow USBE to meet any obligations to report such a Breach under applicable data protection laws and regulations and shall cooperate with USBE regarding remediation and the necessity to involve law enforcement, if required. Such notification shall at a minimum:

- (a). Describe the nature of the Breach and the categories and numbers of Data concerned;
- (b). Identify the name of the Contractor's data protection officer or other relevant contact person(s) from whom more information about the Breach may be obtained;
- (c). Describe the likely consequences of the Breach; and
- (d). Describe the measures taken or proposed to be taken to address the Breach.
- (e). Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Breach or other events requiring notification of individuals or the public. All communication shall be coordinated with USBE. Contractor is responsible for all notification and remedial costs and damages.

39. COOPERATIVE TERMS

39.1. DEFINITIONS: "Eligible User(s)" means those authorized to use this Cooperative Contract and is limited to Local Education Agencies, which includes school districts, charter schools, Utah Schools for the Deaf and the Blind, and any other entity that the Utah State Board of Education has authority over.

39.2. INVOICING: Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

39.3. PAYMENT: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible

User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.

- 39.4. LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
- 39.5. ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
- 39.6. INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. USBE is not responsible for any unpaid invoice.
- 39.7. ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
- 39.8. END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion or termination of this Contract. An End User Agreement must reference this Contract, and it may not be amended or changed unless approved in writing by USBE. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
- 39.9. REPORTS:** Contractor agrees to provide an annual utilization report, reflecting number of Procurement Items in each category to Eligible Users during the period. The report will show the dollar volume of purchases by each Eligible User. Reports are due by December 31 of each year to the program contact.
- 39.10. INTENTIONALLY DELETED**

1. Introduction and Background

The Utah State Board of Education (USBE) issued a Request for Proposals (RFP) seeking a vendor for the purpose of supplying wearable panic alert devices to public K–12 schools in accordance with Utah Code § 53G-8-805. These services include providing wearable panic alert devices for each lead teacher that communicate directly with the appropriate Public Safety Answering Point (PSAP), supporting statewide school safety initiatives designed to enhance security and emergency responsiveness, ensuring the devices integrate with existing PSAP infrastructure and Motorola Aware Map Software, and providing training, technical support, and system configuration necessary for successful implementation. The vendor is also expected to assist with the implementation and ongoing support of this safety technology as outlined in the Scope of Work.

2. Scope of Work

Motorola Solutions, Inc. (the Contractor) outlines a comprehensive strategy for the deployment of wearable panic alert devices across all public K–12 schools in Utah. This implementation plan is specifically designed to ensure full adherence to Utah Code § 53G-8-805, detailing the complete rollout for Local Education Agencies (LEAs) that elect to utilize the Motorola Solutions Panic Button Platform.

Motorola Solutions Panic Button solution is engineered to augment school safety by establishing a direct, one-touch digital connection between school personnel and the local Public Safety Answering Point (PSAP). This system is designed for seamless integration with existing PSAP infrastructure, specifically PSAPs that utilize Motorola Aware Mapping Software and Motorola's VESTA call handling equipment.

The entirety of the deployment strategy is structured for execution at the LEA and individual school campus levels.

The USBE funded Tier 1 from the Contractor to LEAs includes the following:

- Choice of either key fob or lanyard wearable panic alert device for all staff (aides, custodians, secretaries, substitute teachers, etc.)
- Beacons and Gateways (hardware) installed in schools to provide PSAP precise room-level location accuracy.
- Backend software required to connect and integrate with Motorola products used at local PSAPS (CommandCentral Aware, VESTA, etc.)
- Alerting pods placed strategically at each school (audio/visual devices to assist in an emergency).
- Optional Panic Button mobile app at no additional cost to USBE or LEAs.

Tier 1 meets the guidelines of Solicitation #USBE-CC26055-RFP and does not exceed \$1,300 per classroom for approximately thirty (30) classrooms per school.

The Contractor is also making available to LEAs additional optional products, which can be purchased at a discount. These products are independent of Motorola's panic button and are not funded by USBE. Additional information about these products as well as their pricing can be found in Attachment C.

The Contractor will be responsible for managing implementation to achieve all contract objectives and requirements. USBE reserves the right to accept or reject particular Contractor staff members. The Contractor reserves the right to substitute hardware components (Gateways, Beacons, Buttons) with functionally equivalent alternatives of equal or greater utility, subject to USBE approval, which shall not be unreasonably withheld. Such substitution shall not constitute a material breach of this scope of work or the agreement.

3. Project Deliverables

A. Required Deliverable

The project deliverables for the Motorola Solutions Wearable Panic Button implementation are organized by phase, ranging from initial planning and hardware procurement to software integration, installation, training and ongoing support.

i. Phase 1: Project Management - Planning and Project Management

1. **Project Kick-Off Engagement:** A meeting with key stakeholders to establish the deployment approach, campus requirements, and timelines.
2. **Campus Review and Create Project Checklist:** A campus-specific checklist provided by Motorola to ensure all required components (hardware, software, installation and training) are itemized for each campus (school) site within the LEA. Motorola will review and validate the customer's provided data, including updated, annotated, and to-scale digital floor plans for all buildings. If the floor plans are not annotated with the appropriate location names, the Rave Implementation Manager will work with the assigned school representative to gather this information.
3. **Network Determination:** A decision on the backhaul connectivity for LoRaWAN gateways, selecting between existing Ethernet infrastructure or cellular LTE options where ethernet is unavailable.
4. **Bill of Materials (BOM):** A finalized list of hardware, software, installation and training requirements for Tier 1 and site surveys.
5. **Deliverables:** BOM, Project Checklist and Initial Project Timeline will be delivered to each LEA designated key stakeholders and USBE Project Manager as requested.

ii. Phase 2: Hardware Deliverables

The quantity of hardware equipment will depend upon the BOM and project checklist created in Phase 1 for each campus in the LEA. The hardware will be delivered to the designated schools within the LEA that selected Motorola Solutions as their vendor.

1. **LoRaWAN Gateways (Hubs):** Devices installed to create a private, onsite wireless network that provides full RF coverage of the campus. Quantity is determined by BOM for each campus.
2. **Wearable Panic Buttons:** Lightweight, durable devices (available as ID card badges or key fobs) distributed to campus staff. Quantity is determined by BOM for each school.
3. **Bluetooth Beacons:** Wireless devices installed in classrooms and common areas to provide "Precise Location" data (Building:Floor:Room). Quantity is determined by BOM for each campus and will be delivered to each campus.

iii. Phase 3: Software and Integration Deliverables

1. **Rave Panic Button Mobile App:** A mobile application for iOS and Android that provides a redundant communication path via public cellular and Wi-Fi networks if campus and LEA chooses to provide this option to staff. Quantity is determined by the BOM of each campus. These applications will be made available to all staff of the LEA and campus if they so choose this option. There is no additional cost to USBE or to the LEA for this app. This app is not required to fulfill Utah Code § 53G-8-805.
2. **Rave Command View:** A web-based portal for administrators to manage users, view dynamic maps during incidents, send mass notifications, and run compliance reports. Quantity is determined by the BOM of each campus. The Rave Command View license will be provided to key security LEA staff and key security staff of the campuses.
3. **Native Public Safety Integration:** (Unique to Motorola Solutions since the entire system is natively integrated) Configuration connecting the system directly to the **Motorola VESTA 9-1-1** platform and **CommandCentral Aware** software. This deliverable ensures that alerts (including location and incident type) appear directly on 9-1-1 dispatchers' screens without third-party middleware. This deliverable and configuration will be delivered to local PSAP to ensure integration is configured properly.

iv. Phase 4: System Configuration and Data Collection

1. **Campus Profile Configuration:** Completion of site profiles for each school (campus), enabling the system to recognize specific campus boundaries (geofencing).
2. **Location Data Compilation:** Collection of specific location names (formatted as Building:Floor:Room Name) from school personnel to populate the system.
3. **Floor Plans:** The LEA and campus will provide and validate updated, annotated, to-scale digital floor plans for all buildings. These plans will be used to ensure proper hardware installation and will be used to integrate into the Motorola Panic Button Platform so they can be accessed by 911 center upon panic button activation (part of Native Integration).
4. **User Data Upload:** Assisting LEA's uploading of user data for faculty and staff to authorize device and app usage. LEAs to provide staff information relative to notifications, i.e. email, cell phone etc.

v. **Phase 5: Installation and Testing**

1. **Installed Hardware:** Physical installation of gateways, beacons, and alerting pods, performed either by a professional installation team or through a supported self-install process. Installation will be performed at each campus within the LEA.
2. **System Testing:** Verification of hardware functionality and network coverage by the LEA and Motorola Solutions in accordance with the Manufacturer's specifications and standard operating tolerances. System testing will be performed at each campus within the LEA.
3. **Installation Signoff:** Formal acceptance of the installed configurations and components.

vi. **Phase 6: Training and Support**

1. **Training Materials:** Provision of self-paced training videos and documents for LEA employees regarding device usage and protocols. Training will be provided for both LEA staff and security personnel.
2. **Schedule Training** based on requirements defined during Phase 1 and detailed in BOM and Checklist for each LEA. This training can consist of recorded web based training as well as instructor led virtual training.
3. **Post-Implementation Support:**
 - a. **24x7x365 Technical Support Hotline:** Our dedicated support line ensures that urgent issues, particularly "Severity 1 Events" (catastrophic events causing complete loss of a key safety-related feature), receive continuous support until resolution.

- b. **Automated Ticketing System:** Our ticketing system facilitates efficient tracking, automation, and access to an interactive knowledge base.
- c. **Severity-Based Service Levels:** We adhere to well-defined service level agreements (SLAs) for different issue severities, guaranteeing appropriate response times.
- d. **Hardware Maintenance:** Motorola will collaborate with LEAs to diagnose hardware malfunctions and determine if the equipment is defective under the terms of the Original Equipment Manufacturer (OEM) warranty. If a defect is confirmed, Motorola will initiate the replacement process subject to the manufacturer's warranty and availability. If equipment is not defective Motorola will train LEA on proper use of equipment.
- e. **Firmware Updates:** Ongoing delivery of firmware updates to ensure security and functionality for the life of the contract, subject to the hardware manufacturer's 'End of Life' (EOL) policies. Motorola Solutions is not responsible for firmware updates on hardware declared EOL by the OEM.

4. Roles and Responsibilities

To ensure successful implementation, the responsibilities of the Contractor, USBE, and the Customer are outlined below.

A. Contractor(s) will:

- i. Ensure full compliance with Utah Code § 53G-8-805 and all standards established by the State Security Chief.
- ii. Deliver all wearable panic alert devices to public schools within participating LEAs in accordance with the statewide distribution plan.
- iii. Install and configure devices to ensure they are fully operational and capable of direct communication with PSAP by connecting to Motorola Aware Map Software Solution.
- iv. Provide comprehensive training to LEA and school staff on device usage, activation protocols, maintenance, and emergency response procedures.
- v. Maintain and submit documentation of:
 - 1. Delivery confirmations;
 - 2. Installation records;
 - 3. Training completion logs;
 - 4. Ongoing compliance with state requirements.

- vi. Maintain and flow-down Worker's Compensation coverage to subcontractor(s).

B. USBE, in coordination with the School Safety Center, will:

- i. Develop and distribute an application for LEAs to request devices and select preferred Contractors (see section 7 of this attachment).
- ii. Facilitate collaboration and coordination meetings with Contractors throughout the implementation period to ensure clear communication, troubleshoot issues, and monitor progress.
- iii. Review submitted invoices and supporting documentation to verify delivery, training completion, and LEA acknowledgment before authorizing payments.

C. The Customer (LEAs/schools) will:

The LEA point of contact must communicate promptly and collaborate with the contractor to ensure all deliverables are completed on time. This includes:

- i. Coordinating with contacts at each designated school to ensure delivery and installation of Tier 1 services.
- ii. Signing the letter of completion for the LEA after all products and services have been received for all schools designated in the LEA.
 - 1. Up to three letters of completion may be submitted for an LEA to allow batch invoicing for completed schools.

5. Tentative Project Timeline

The Contractor will achieve implementation and delivery by June 30, 2027 provided official orders can tentatively be placed by Motorola by November 30, 2026.

The deployment timeline for the Wearable Panic Button solution ranges from 30 to 64 days per campus commencing upon receipt of all hardware and LEA site readiness. A sample project timeline detailing the deployment is provided below.

A. Phase 1: Opt-In and Planning (Days 1–10)

- i. **LEA Opt In (Day 1):** Motorola is advised of the LEA formally opting into the program offered by Motorola Solutions.
- ii. **Project Kick Off 2 (Days 8-10):** A 60-minute Welcome Call is held with LEA Administrators to establish the deployment approach, and project checklist.

B. Phase 2: Configuration and Data Collection (Days 11–30)

- i. **Campus Profile Configuration (Day 11):** Each school configures its campus profile (approx. 30–40 minutes per school).

- ii. **PSAP Coordination (Days 12-15):** Confirm PSAP admin contact data and addresses; Secure PSAP jurisdictional zip codes; Contractor builds the Rave Command View for the LEA.
- iii. **VESTA Integration (Days 16-17):** Integration of Panic Button notifications into the Motorola VESTA 9-1-1 system.
- iv. **Data Gathering (Days 18-30):** LEA delivers school address and admin contact information. Contractor gathers floor maps and specific location names (Building:Floor:Room) from School Admins (runs concurrently, approx. 10 days).

C. Phase 3: Hardware Procurement and Installation (Days 31-64)

- i. **Hardware Delivery (Days 31 to 42):** Confirmation of delivery for required wearable technology, gateways, and beacons to each school location provided hardware has been received by Contractor.
- ii. **Installation (Days 45-56):** Once Project Manager has verified site readiness and hardware availability, Motorola Installation Team performs on-site deployment of gateways and beacons for room-level accuracy (typically takes 1–4 days).
- iii. **System Testing (Days 50-63):** LEA and Contractor test installed hardware, configurations, and network coverage.
- iv. **Sign-off (Day 64):** Formal sign-off on installed configurations and components.

D. Phase 4: Training and Go-Live (Days 42–64)

- i. **Onboarding (Days 36-40):** Schools are onboarded, and staff training is completed using provided materials.
- ii. **Resource Portal (Day 41):** Contractor stands up the Resource and self-paced training videos for LEA staff.
- iii. **User Data Upload (Day 42):** Each school uploads user data.
- iv. **Final Rollout (Days 42-64):** Panic buttons are distributed to faculty and staff, and the system goes live.

6. Data Privacy

The solution addresses surface encryption and protects from physical theft in multiple ways. Rave/Motorola Solutions encrypts all data in transit over the Internet using up to Transport Layer Security (TLS) 1.3 with data at rest being encrypted using Advanced Encryption Standard 256-bit (AES-256). Rave maintains multiple geo-redundant System and Organization Controls 2 (SOC-2) compliant main application tier data centers. These data centers make use of industry-standard safeguards such as 24/7 manned security, facility entry controlled by electronic keycards with pin codes, mantraps, and biometric scanners, locks on all cabinets, cages, and suites, and Closed Circuit Television (CCTV) monitoring. Physical security at each facility has three access safeguards. First, a named access control list identifies the only Rave

representatives authorized to access the data center. At the data center, only these authorized personnel can pass the two-factor keycard and biometric control system. Finally, a combination lock secures the cabinets housing Rave's physical servers. This combination key is kept in an encrypted "password safe" only accessible to Rave System Administrators.

Permissioned administrators can assign administrative privileges per school and/or LEA. Administrative configurations include groups, actions after a panic button is pushed, facility information, etc.. The solution allows for some configuration/selection of elements however key data fields are maintained consistently across the system for auditing and reporting purposes.

A. Required Data

Motorola does not collect student data. The following faculty data, provided by participating LEAs, is processed as necessary from LEA users utilizing the wearable panic alert devices or other connected products and services, including any mobile application:

- i. Faculty first and last name
- ii. Faculty job title
- iii. Faculty work email address
- iv. Faculty work phone number or personal work phone number
- v. Faculty work location/address

7. Contract Award and Budget

The Contract shall commence upon execution and remain in effect for an initial term of three (3) years. At USBE's sole discretion, and subject to legislative appropriation, the Contract may be renewed for up to two (2) additional one-year terms. USBE may terminate the Contract at any time in accordance with Attachment A – USBE Standard Cooperative Terms and Conditions.

The maximum budget authorized for the initial three-year term is \$44,050,000.00. This amount represents the total funding available for statewide implementation and does not constitute a guarantee of expenditure to any individual Contractor. All pricing shall be inclusive of all costs associated with performance under the Contract. Contractors are responsible for all travel, lodging, meals, and related expenses. Travel time and travel-related costs shall not be invoiced to or reimbursed by USBE.

A. Compensation and Participation

This is a multiple-award cooperative contract. Contractor compensation shall be based on the number of LEAs and schools that select the Contractor as their Tier I service provider through the application process administered by USBE and the Utah School

Safety Center. Reimbursement shall be based on the Tier I pricing set forth in Attachment C and approved participation levels.

Funding will be allocated on a per-school basis and shall not exceed \$1,300 per classroom for approximately thirty (30) classrooms per school. The Contractor acknowledges that participation by LEAs and schools is voluntary and that no minimum number of participating LEAs, schools, purchases, or contract expenditures is guaranteed.

B. Cooperative Purchases by Eligible Users

The pricing set forth in Attachment C shall be available to all Eligible Users and participating LEAs throughout the Contract term. If an Eligible User elects to purchase products or services directly under this Contract, the Cooperative Terms contained in Attachment A shall apply. The Contractor shall invoice the purchasing Eligible User directly for any such purchases.

C. Optional Cost Items

Optional cost items identified in Attachment C are not required for implementation and shall only be reimbursed when expressly authorized in writing by USBE. Optional items shall remain separate from required deliverables and may not be bundled into, incorporated with, or otherwise included in any other costs invoiced to USBE.

D. Tier II and Tier III Services

Tier II and Tier III services are not eligible for reimbursement by USBE. LEAs may utilize the cooperative pricing established under this Contract for such services; however, all invoices for Tier II and Tier III services shall be submitted directly to, and paid directly by, the ordering LEA.

8. Application Process

The School Safety Center will send a Qualtrics application to all LEAs that includes a link to the USBE webpage for wearable panic alert devices. The webpage will provide links to the final contracts, listing approved contractors, for Tier 1 services.

A. LEAs will complete the application to:

- i. Select one approved contractor for Tier 1 services
 1. No purchase orders will be signed with their selected contractor.
- ii. Provide their point of contact's name and information
- iii. Begin compiling a list of their schools designated to receive Tier 1 services.
 1. This list will be shared with the selected contractor when they meet with the LEA.

2. USBE will obtain this information when the quote is received from the contractor.

B. Post Application Process

- i. Once the application period closes, the School Safety Center will review all submissions and share LEA contact information with the selected contractors. Contractors will use this information only to:
 1. Confirm Tier 1 services
 2. Coordinate next steps
 3. Create a quote for all designated schools within an LEA
 4. Send quote to USBE and the LEA
 5. Begin implementation upon USBE approval of the quote
- ii. Contractors are expected to contact LEAs promptly to ensure a smooth rollout.

NOTE: Any optional services selected by an LEA beyond the funded Tier 1 services will be handled directly between the LEA and the selected contractor, with the LEA assuming full financial responsibility (see Attachment C).

9. Invoicing

The Contractor shall submit invoices and letters of completion electronically to the USBE program manager listed below and accountspayable@schools.utah.gov for all goods and/or services provided in accordance with the terms of the agreement. Invoices will not be considered for payment if submitted by another method.

The Contractor shall not send invoices for Tier 1 services of this contract to LEAs for payment.

Invoices shall include the following:

- A. Contractor Name
- B. Uniquely identifiable invoice number
- C. Invoice date
- D. Contract Number
- E. Recipient Entity's (LEA's) contact information (phone number and email address)
- F. Contractor's authorized signature
- G. Date(s) goods/services were provided
- H. Itemized description of goods and/or services for which payment is requested
- I. Dollar amount requested
- J. Letter of completion signed by the LEA listing all locations that have received goods and/or services
 - i. Up to three letters of completion may be submitted for an LEA to allow batch invoicing for completed schools.

ii. Include:

1. The LEA point of contact name and information
2. The names of the completed schools
3. Number of devices per school
4. Signature of the LEA point of contact
 - a. Typed "signatures" will be legally binding as digital signatures

The Contractor will submit invoices within thirty (30) days after the delivery date of the goods/services to USBE. The contract number shall be listed on any invoices, freight tickets, and correspondence relating to the agreement. The prices paid by USBE will be those prices listed in this agreement unless the Contractor offers a discount at the time of the invoice. It is the Contractor's obligation to provide correct and accurate invoicing. **USBE has the right to adjust or return any invoice reflecting incorrect pricing or missing a letter of completion.**

All payments made to the Contractor under the agreement shall be made in the name of the Contractor, as it appears in the agreement. All payments will be sent to the Contractor to the address for the Contractor as it appears in the agreement. Changes to the information identified in this section must be requested in writing.

The Contractor may be required to repay USBE if, during or after the contract period, an audit or other review determines that payments made by USBE to the Contractor were incorrectly paid or were based on incorrect information received from the Contractor. USBE reserves the right to withhold any or all subsequent payments to the Contractor until the incorrect amounts paid have been fully recovered.

10. Project Management

Any changes or deviation from the agreement must be agreed to in writing through a proper amendment to the agreement. The parties identified below are the points of contact for the agreement for the purpose of amending the contract.

Utah State Board of Education

USBE Program Manager:

Shauntelle Cota

Director of School Safety and Student Services

shauntelle.cota@schools.utah.gov

(801) 538-7502

Contract Manager:

Michael Iwasaki

Director of Purchasing and Contracts

michael.iwasaki@schools.utah.gov

(801) 538-7621

Contractor

Program Manager:

Karen Kaminski

Sr. Manager, Systems Design and Implementation

karen.kaminski@motorolasolutions.com

(207) 248-9840

Contract Manager:

Nicki Meadows

Sr. Manager, Project Management

nicki.meadows@motorolasolutions.com

Attachment C - Pricing

Tier 1: Precise Location Awareness , Wearables for additional staff & Precise Location directly integrated with VESTA 911 and CC Aware Map)									
		Category	Item/Description	Unit Price	Quantity	One-time Price	Annual Price	Total Price Over 3 Years	Notes
		Hardware	Wearable Panic Device - All Staff	\$99.00	63,300.00	\$6,266,700.00		0	\$6,266,700.00 Quantity is estimated for each Lead Teacher and additional 30 wearable devices per school. Choice between ID style FOB or Key Chain FOB
		Hardware	Gateway Device (RF Coverage) estimated 2 - 3 per school	\$800.00	2,700.00	\$2,160,000.00		0	\$2,160,000.00 Quantity estimated to average 2.5 per school to provide redundancy
		Hardware	Beacons for precise locations - per classroom	\$22.00	58,025.00	\$1,276,550.00		0	\$1,276,550.00 Quantity Estimates based on number of classrooms with additional beacons for non classroom environments like gym, locker rooms, cafeteria, football stadiums etc
		Hardware	Alarm Box (Audio/Visual Displays) 6 Per School	\$250.00	6,330.00	\$1,582,500.00		0	\$1,582,500.00 Alarm box to provide audio and visual indicators. Estimated 6 per school
		Services	Initial software Deployment & configuration - Per School	\$2,300.00	1,055.00	\$2,426,500.00		0	\$2,426,500.00 Professional services for system installation and configuration.
		Services	Physical HW Installation - Per School	\$4,400.00	1055	\$4,642,000.00		0	\$4,642,000.00 Onsite Tier 3 implementation includes beacons, gateways etc.
		Services	Training - Per LEA	\$3,600.00	42	\$151,200.00		0	\$151,200.00 Quantity estimated for 42 School Districts. Recorded Trainings are available at no cost. Trainings are typically provided to School District for administration of platform and staff on use of PB
		Software	Annual Software License (per school)	\$4,800.00	1055	\$0.00	\$5,064,000.00	\$15,192,000.00	Mobile Panic buttons and monitoring of wearable (SaaS)
		Software	Annual Maintenance & Support	\$0.00	0	\$0.00		0	\$0.00 24/7 technical support, software updates, and bug fixes. included
							Total 3 year cost for project T	\$33,697,450.00	
							Optional Year 4 renewal	\$5,064,000.00	
							Optional Year 5 Renewal	\$5,064,000.00	