USBE Cooperative Contract # USBE260125CT

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:

CARAHSOFT TECHNOLOGY CORPORATION
Name
11493 SUNSET HILLS RD, STE #100
Address
RESTON | VA | 20190
City | State | Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency
- ☐ Other: _____

Point of Contact: KEVIN FIELDS Phone # 703-581-6568 Email: KEVIN.FIELDS@CARAHSOFT.COM
Vendor # VC0000116540 Commodity Code # 8100E

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: 07/01/2026 Termination Date: 06/30/2029 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
ATTACHMENT D: N/A
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:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. 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

Natalie LeMay 07/15/2026
Sig Date

Natalie LeMay
Type or Print Name and Title

UTAH STATE BOARD OF EDUCATION

Scott Jones Digitally signed by Scott Jones Date: 2026.07.17 16:21:57 -06'00'
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

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 **"USBE"** 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 USBE or the State of Utah. Contractor shall disclose if a current USBE 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 USBE, except as to the specific and limited agency created by the section "Agent Designation" below.

8. **PUBLICITY:** Contractor shall not use USBE's name, logo, or endorsement (implied or actual) in any advertising, marketing, or publicity materials without prior written approval from USBE.

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 fully liable for its actions and shall fully indemnify USBE and the

State of Utah from all claims arising out of Contractor's performance, without limitation, except for the portion of any claim that is the sole fault of USBE or the State of Utah. Any limitation of Contractor's liability shall not apply to injuries to persons, including death, or to 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.

13.2. Unless included in the Contract, neither party has any claim to the intellectual property of the other party.

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 person 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 60 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**: 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. **CONTRACT 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.

39.10.1. Utah State Board of Education:

(a). Program Manager:

(b). Contract Manager: Adam Herd, Director of Purchasing and Contracts, adam.herd@schools.utah.gov, 801-538-7879

39.10.2. Contractor:

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

Carahsoft, the SaferWatch (Contractor) solution, offers a comprehensive hardware-and-software safety ecosystem designed to meet the USBE's requirements for rapid emergency alerting, PSAP (911) connectivity, school-wide communication, and incident management.

To provide Utah schools with a reliable, integrated, real-time emergency alert and communications platform that enhances school safety, accelerates response times, and supports coordinated action between school staff and first responders.

The core components of the proposed solution include:

A. Wearable Panic Alert Badges

All faculty and staff will receive a lightweight, battery-powered badge that sends instant alerts with precise location information when the button is pressed. These badges function anywhere on campus without Wi-Fi or cellular service, using a private LoRaWAN network.

B. Direct Integration with Motorola Aware Systems

SaferWatch already integrates with Motorola Aware systems, meeting the requirement for direct PSAP communication.

C. SaferWatch Mobile Applications:

iOS and Android applications for supplemental communication, GPS check-ins, non-emergency reporting, and staff alerts.

D. SaferWatch Command Center Software

A cloud-based platform where administrators, first responders, and Local Education Agencies (LEAs) personnel receive real-time alerts, manage incidents, send mass notifications, and access digital maps, reports, analytics, and more.

E. Statewide Implementation Plan

The rollout covers the schools within the LEAs that select this contract, beginning upon contract execution and completing by June 30, 2027. It includes project planning, system configuration, training, client support, regional rollout waves, and final certification.

F. Post-Deployment Support

i. The proposal includes **three years** of full support:
ii. 24/7 technical assistance
iii. Hardware replacement at no cost
iv. System updates, maintenance, and training refreshers
v. 99.999% uptime guarantee

G. Safety, Privacy & Data Security

SaferWatch applies strong security protocols including encryption at rest and in transit, multi-factor authentication (MFA), audit logging, access controls, and compliance with FERPA and state privacy laws.

3. Project Deliverables

A. Required Deliverables

Selected vendors must provide the following:

i. **Wearable Panic Alert Devices**: will be provided to all faculty and staff members including substitute teachers. The devices are:
   1. Lightweight and suitable for continuous wear;
   2. May be integrated into ID cards (wearable badge only) or existing wearable formats;
   3. Include app-based features (if applicable), with failsafe capabilities such as cellular backup, enhanced Wi-Fi, and/or backup power;
   4. Enable direct communication with PSAP by connecting to Motorola Aware.

ii. **System Configuration & Integration**:
   1. Integrate the alert systems, command center software to each PSAP infrastructure;

2. Demonstrate compatibility and provide a Utah-specific configuration and deployment plan;
3. Complete delivery, installation, testing, and onboarding by **June 30, 2027,** across all participating LEAs;
4. Ensure all deliverables are compliant with Utah Code § 53G-8-805.

iii. **Training & Onboarding**:

1. SaferWatch utilizes a train-the-trainer model for each installation.
2. On-site training for dispatchers and first responders occurs during implementation, however, staff training is provided by LEA employees.
3. Ongoing virtual support is available via our website, offering step by step instructions on various aspects of the wearable badges and Command Center software.
4. These training materials are also available for "re-fresher" and new hire training.

iv. **Technical Support Services** are available for the entire contract term via phone and online portals.

v. **Data Security & Privacy Protections**: SaferWatch's solution:

1. Complies with applicable privacy laws and regulations (e.g., FERPA);
2. Securely handles user data (e.g., activation logs, GPS data) with encryption, access control, and data retention safeguards;
3. Offers user and administrator-configurable privacy settings, where feasible
4. ***See section 6. Data Privacy for more details.***

B. Phase 0 — Pre-Launch Mobilization (parallel with contracting) (internal vendor tasks; no site work)

i. Key Tasks

1. Coordinate in person or online digital marketing messaging and meetings with USBE and each participating LEA.
2. Lock statewide governance, comms, and escalation model; pre-assign Regional Deployment Teams and Program/Project leads.
3. Stage Command Center templates, API configs, training toolkits, and readiness checklists in line with the standard rollout playbook.

C. Phase 1 — Statewide Kickoff & LEA Activation

i. **Key Tasks**

1. Conduct statewide kickoff with USBE and SaferWatch leadership; confirm schedule, roles, and statewide configuration standards.
2. Coordinate with USBE on how to reach participating LEAs, in person or digital meetings, so paperwork can get signed and execution can begin.
3. Activate LEA projects; confirm site points of contact (POCs) and finalize wave assignments (parallel waves instead of sequential to meet deadline).
4. Distribute data-collection packets (floor plans, address validation, room/floor mapping, staff rosters) for location precision and user provisioning. (Supports room-level location and multi-constituent alerting in Command Center.)

D. Phase 2 — Configuration, PSAP Integration & Security Validation (overlapped)

i. **Key Tasks**

1. Stand up LEA **SaferWatch Command Center** instances; load Utah-specific protocols; configure groups, roles, and notification policies.
2. Establish direct connection to each participating LEA's local PSAPs via Motorola Aware and test central area dispatch (CAD)/ remote monitoring system (RMS) integrations with local law enforcement (secure, authenticated application programming interfaces (APIs).
3. Perform security checks (encryption in transit/at rest, role-based access control (RBAC), MFA, audit logging) and admin access onboarding.

E. Phase 3 — Site Readiness & Logistics (rolling)

i. **Key Tasks**

1. Complete site surveys and finalize gateway/beacon placement to ensure total campus coverage.
2. Provision and label wearable panic badges for staff; prepare activation QR code lists and distribution plans.
3. Prepare incident test scripts (lockdown, staff assist, medical) for later go-live validation inside the Command Center.

F. Phase 4 — Pilot "Burn-In"

i. **Key Tasks**

1. Deploy infrastructure and badges; conduct live test events with local first responders and PSAP.
2. Validate location accuracy, alert routing, and mass notification fan-out; implement playbook refinements statewide.

G. Phase 5 — Statewide Parallel Rollout (compressed, multi-region)

i. **Approach:** Replace sequential five-wave rollout with concurrent regional waves led by Regional Deployment Teams to meet the June 30, 2027 deadline.

ii. **Key Tasks (repeat for each region, in weekly sprints)**

1. Install gateways/beacons; activate badges and assign to staff.
2. Onboard administrators to Command Center; configure roles/permissions and alerting policies.
3. Conduct end-to-end emergency tests with dispatch and local law enforcement (PSAP/Motorola Aware).
4. Run mass notification drills (voice/SMS/email/desktop) and verify geo-targeting.
5. Track progress on the centralized project dashboard; escalate blockers weekly.

H. Phase 6 — Training, Readiness Certification & Go-Live (rolling, by region)

i. **Key Tasks**

1. Deliver admin training, staff training, and first-responder coordination training (virtual + on-site as needed).
2. Provide custom training guides and reference materials; complete staff certification checklists.
3. Certify each school "SaferWatch Ready" once install, testing, and training are complete.

I. Phase 7 — Final Statewide Audit & Transition to Support

i. **Key Tasks**

1. Conduct statewide readiness audit; resolve any final deficiencies.
2. Transition to **24/7/365 Support**, with ongoing maintenance, upgrades, and hardware replacement under the Hardware-as-a-Service (HaaS)/Software-as-a-Service (SaaS) model; uphold **99.999% uptime** commitment.

J. Materials Required for System Installation

i. The following materials and resources are required to complete the installation and deployment of the SaferWatch Wearable Panic Alert System across all participating Utah K–12 schools. These items support the full functionality of the wearable badges, panic alert infrastructure, Command Center software, and direct integration with Motorola Aware.

ii. **Wearable Devices & User Hardware**

1. **Wearable Panic Alert Badges**: Battery-powered, water-resistant devices enabling one-button duress activation, vibration feedback, and room-level location accuracy.

iii. **Network & Location Infrastructure**

1. **LoRaWAN Gateways:** Provides long-range, campus-wide signal coverage independent of Wi-Fi or cellular networks.
2. **Indoor Beacons/Location Sensors:** Installed throughout buildings to ensure precise room-level and floor-level location accuracy.
3. **Power-over-Ethernet (PoE) Network Ports:** Used to power gateways and ensure system resilience during power or Wi-Fi outages.
4. **Mounting Hardware:** Brackets, adhesive plates, and fasteners required for installing gateways and beacons.

iv. **Software Components**

1. **SaferWatch Command Center Platform:** Cloud-based emergency management and mass notification software used by administrators, LEA leadership, security personnel, and first responders.
2. **SaferWatch Mobile Applications:** iOS and Android applications for supplemental communication, GPS check-ins, non-emergency reporting, and staff alerts.

v. **Public Safety Integration Materials**

1. **Motorola Aware Integration Resources:** Required for direct, secure, bi-directional communication with PSAPs without third-party applications.
2. **CAD/RMS API Credentials:** Used for LEA-specific integrations with law enforcement dispatch and reporting systems.

vi. **Data, Documentation & School-Provided Resources**

1. **Campus Floor Plans and Geographic Information System (GIS) Mapping Files:** Required for room-level location mapping and Command Center visual overlays.
2. **Staff Rosters & User Role Assignments:** Necessary for badge assignment, user provisioning, and mass-notification grouping.
3. **LEA/School IT Access**
    a. Network switch access for PoE activation
    b. Approved firewall routes for secure PSAP integration
    c. Administrator accounts for Command Center setup

4. **Full Access to School Facilities:** Includes classrooms, hallways, offices, stairwells, gyms, cafeterias, parking lots, and building exteriors for installation and testing.

vii. **Installation Tools & Onsite Equipment**
(Provided by the deployment team)

1. Ladders and access tools
2. Cable routing and PoE testing tools
3. Device labeling kits
4. Mounting hardware installation tools
5. Quality-assurance testing equipment for signal strength and location accuracy

viii. **Training & Operational Materials**

1. **Custom User Training Guides:** Tailored for staff, administrators, and LEA leadership.
2. **Training Videos and e-Learning Modules**
3. **Implementation Checklists:** Used during installation, testing, and "SaferWatch Ready" certification.
4. **Support Documentation:** Quick-start sheets, escalation protocols, and emergency response workflows.

ix. **Support & Maintenance Resources**

1. **24/7/365 Technical Support Systems:** Phone, email, ticketing, and emergency hotline support.
2. **Replacement Hardware Inventory:** Wearable badges, gateways, beacons, and batteries provided under the HaaS model.
3. **Automatic System Upgrades:** Included for all software, platform features, and integrations.

4. Roles and Responsibilities

Contractor will be responsible for managing its contracted scope of work as part of a comprehensive project designed to achieve all program objectives and apply the resources necessary and appropriate to fulfill requirements. USBE reserves the right to accept or reject particular vendor staff members. The resources SaferWatch will use to complete the work include a variety of roles and departments including an assigned Project Manager to guide the onboarding process, installation crews, to install the hardware, onsite training personnel, and a client success account manager for the escalation of any concerns or feature requests not addressed by customer support.

A. The Contractor will:

i. Comply with H.B. 40 (2025) 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 the PSAP by connecting to Motorola Aware.

iv. Maintain and submit documentation of delivery confirmations, installation records, training completion logs, and ongoing compliance with state requirements.

v. Provide comprehensive training to school staff on device usage, activation protocols, maintenance, and emergency response procedures.

vi. Project Planning

1. Provide an install schedule for each solution for all site locations provided that all maps have been loaded to the application and approved/signed off by the Customer. The schedule is subject to change. Customer will accommodate adjustments for the project to remain on track.

vii. Gateway and Locating Beacons

1. On average, run two (2) POE drops to exterior locations.
2. All gateways/wireless back-up equipment must be installed and confirmed online by the SaferWatch Command Center for all locations before a target install date for the rest of the solution can be confirmed.

viii. Mapping

1. Review the Customer's submitted floorplan drawings for approval and render the floorplans.

ix. Onsite Access

1. The installation team designated by SaferWatch will install hardware equipment at each facility/site purchased.

x. Implementation and Training

1. Provide remote training for system configuration.
2. Provide onsite training for Responders and Badge Managers unless opted out on the quote.
3. Provide training for school administrators and front office staff based on the training method purchased
4. Provide the requirements for user access to the map features.
5. Provide remote training for map management.

xi. Communications

1. Provide a communication kit to help customers communicate with their communities about SaferWatch.

xii. Post Implementation

1. Onsite assistance is available to assist the customer regarding all purchased solutions. Contact SaferWatch at https://www.saferwatchapp.com/help-customer-support/.

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 8 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:

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

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

ii. Project Planning

1. Designate a core team that has primary responsibility for overseeing the SaferWatch Platform implementation, policy, and all communication.
2. Provide a detailed map of each site (as outlined in the mapping section) showing all buildings and rooms where the hardware will be installed.
3. Be responsible for distributing all badges, which are delivered to a central location, to the individual site locations.

iii. Gateway & Location Beacons

1. Provide network information for the Gateway(s) to be configured.
2. Provide power and data connections in data closets as defined by SaferWatch.
3. Assist in defining Gateway locations and connecting the Gateways(s) that SaferWatch will monitor.

iv. Mapping
    1. Provide scaled floor plan drawings of the facility buildings to be mapped in the Command Center software in either a PDF or DWG format. Drawings must include rooms, walls, and doors.
    2. Verify the accuracy of the map including the final floor plan drawings, and map labels.

v. Onsite Access
    1. Provide 2 sets of LEA/organization-wide master keys per site.
    2. Provide evening and weekend access to sites for install team flexibility.
    3. Override the security system when the installation team is onsite.
    4. Provide guest Wi-Fi information if available.
    5. If the SaferWatch installation team is unable to locate a suitable stationary element to install exterior equipment, the Customer will need to install a pole or other suitable structure for this equipment to be located.

vi. Software
    1. Deploy the Desktop Application software to support equipment, including laptops, desktops, tablets, and mobile equipment using the files provided by the SaferWatch Onboarding Specialist.
    2. Allow Public Domain Name Server (DNS) for the Wireless Back-up equipment.

vii. Implementation and Training
    1. Provide the information necessary to enable Active Directory syncing (if applicable).
    2. Be responsible for the configuration of the system (including the wearable badges and accompanying hardware, and mapping,) with reasonable guidance from SaferWatch.
    3. Conduct site testing, with guidance from SaferWatch to ensure the system is functioning properly. Both parties will sign-off in agreement that site testing has been verified.
    4. Identify individuals who can deliver end-user training for its organization on how to use the wearable badge, including requiring each staff member with a badge to complete a “Badge Training” session in which they, at minimum, activate a badge alert.
    5. Assist SaferWatch to obtain the necessary support from the selected PSAP agency, if applicable.

viii. Communications
    1. Coordinate a call between SaferWatch POC and the Communications Director for the Customer to review best practices for communicating about SaferWatch.
    2. Share communication with LEA stakeholders (parents, teachers, staff, and students) during the different stages of the SaferWatch implementation

process. This can be done via internal emails, LEA-wide newsletters, school communications, morning announcements, creating a webpage on the LEA website, or on social media.

3. **During sign-up:** Inform all stakeholders about the decision to implement SaferWatch.
4. **During Installation:** Keep stakeholders updated on the progress. Staff will want to know what to expect during this process. Students may wonder why new equipment is now appearing throughout the building.
5. **Operational Phase:** Host a demo day when an LEA may invite speakers to participate, provide answers to frequently asked questions, and demonstrate how the new solution works.
6. **Ongoing Communication:** Keep stakeholders informed by communicating with them on how the LEA has utilized the SaferWatch solution and how it has impacted the school community.

ix. Post Implementation

1. Provide general troubleshooting of the system and its equipment with the site. LEA technical support can escalate an issue to be addressed through their account manager or support manager.
2. Manage and maintain all users and their permissions for the software through the term of the contract.
3. Provide badge training and training documentation to new users of the system.
4. Replace badge batteries in a timely manner in accordance with SaferWatch's maintenance recommendations. The badge batteries are consumable items requiring periodic replacement.
5. Conduct test drills of SaferWatch at the beginning of each semester.
6. Report structural changes to the building floorplans and layouts to SaferWatch.

D. Each Customer will assign individuals in their [LEA/school] the roles outlined below:

Role	Purpose and Primary Tasks
Executive Sponsor	Provide executive support throughout the project, including kick-off and go-live announcements.
Project Lead	Serve as the primary point of contact for SaferWatch and has overall project responsibility.
Facilities Lead	Provide maps and coordinate access.
Technical Lead	Provide network configuration information and complete internal

	technical configuration (content filters, whitelisting, firewall rules, desktop application, intercoms, user management, etc.).
Training Lead	Drive participation of System Admins and Responders in SaferWatch training and trains staff on using the solution.
Security Lead	Identify Safety Administrators, determine protocols, permissions, and procedures for alert and responder types, and coordinates with local law enforcement for alert notification and testing.
Communication Lead	Plan the communication and media campaign for all stakeholders (staff, community, etc.).

5. Tentative Project Timeline

The Contractor will achieve delivery and implementation by June 30, 2027.

The Contractor will work with each participating LEA to implement the wearable badge program in as little as forty-five (45) days. On average, the implementation will take ninety (90) days from LEA approval.

A. Average Onboarding: 45-90 days

i. Planning: 5-15 days
ii. Installation/Configuration: 15-30 days
iii. Testing/Training: 10-15 days
iv. User Training/Go Live: 10-15 days
v. Project Close Out: 5-15 days

B. Key Tasks

i. Contract fully executed between USBE and Carahsoft.
ii. Customer quotes for Tier 1 are approved by USBE **tentatively by December 31, 2026** (project start trigger) Phase 0.
iii. Rationale: Front-load planning so field execution (installation and implementation) can begin immediately on or before April 2, 2027.

6. Data Privacy

SaferWatch is committed to upholding the foundational principles of information security, commonly referred to as the Confidentiality, Integrity and Availability (CIA) Triad.

A. Confidentiality

Ensure that sensitive data is accessible only to authorized individuals and systems. This includes:

i. Role-based access controls
ii. Strong authentication mechanisms
iii. Data encryption in transit and at rest
iv. Least privilege enforcement

B. Integrity

Safeguard the accuracy and completeness of information by preventing unauthorized modification or corruption. This is achieved through:

i. Input validation and data hashing
ii. Change control mechanisms
iii. Logging and audit trails
iv. Version control and integrity verification

C. Availability

Ensure that systems, applications, and data are accessible when required by authorized users. This is supported through:

i. High-availability infrastructure and redundancy
ii. Regular system maintenance and monitoring
iii. Incident response and disaster recovery planning
iv. Protection against denial-of-service attacks

These principles guide the design, implementation, and continuous improvement of SaferWatch's information security program, ensuring alignment with regulatory standards and business continuity goals.

D. Data Protection

SaferWatch ensures all data, whether in transit, at rest, or in use is adequately protected against unauthorized access, disclosure, modification, or destruction, in alignment with compliance requirements and industry best practices.

E. Data Classification

i. **Categories:**
    1. **Public:** No harm if disclosed (e.g., marketing material)
    2. **Internal Use**: Limited access, non-sensitive operations data

3. **Confidential**: Sensitive internal data (e.g., contracts, internal communications)
4. **Restricted**: Highly sensitive data (e.g., Personally Identifiable Information (PII), Personal Health Information (PHI), encryption keys)

ii. **Labeling Requirement**: All documents and data repositories must be labeled based on classification.

F. Encryption Standards

i. **At Rest:**

1. Use AES-256 encryption for file storage (e.g., S3, elastic block store (EBS), databases).
2. Encryption keys managed via Amazon Web Services (AWS) Key Management Services (KMS) with access control.

ii. **In Transit**:

1. All web and API traffic must be encrypted using Transport Layer Security (TLS) 1.2 or higher.
2. Emails containing restricted data must use encrypted email solutions (e.g., TLS or secure multi-purpose internet mail extension (S/MIME)).

G. Data Retention & Archiving

i. **Default Retention:** Retain data for 7 years unless regulatory/business exception applies.

ii. **Archived Data:** Moved to encrypted cold storage with strict access controls.

iii. **Automatic Purging:** Logs and backups purged post-retention using lifecycle rules.

H. Secure Data Disposal

i. **Electronic Data:**

1. Degauss or overwrite (Department of Defense (DoD) 5220.22-M) for hard drives.
2. File shredding software (e.g., BleachBit) must be used before decommissioning.

ii. **Physical Media:**

1. Shred all paper documents labeled as Confidential or Restricted.
2. Maintain a disposal log for compliance.

I. Cloud Storage Protection

i. **S3 Buckets**: Must have versioning, MFA delete, and private access unless whitelisted.

ii. **Database Snapshots**: Must be encrypted and access-logged.

J. Compliance with FERPA

i. SaferWatch does not collect or disclose personally identifiable information (PII) from education records without proper authorization.

ii. Access is controlled through **role-based permissions**, ensuring only authorized personnel may view sensitive data.

iii. Data is never sold, shared, or used for marketing or non-safety purposes.

K. Compliance with Utah State Privacy Laws

i. SaferWatch complies with the **Utah Student Data Protection Act (SDPA)** and **Utah Consumer Privacy Act (UCPA)** by practicing data minimization, limited access, and user rights protections.

ii. All data is stored and processed in secure, **U.S.-based facilities** that meet state and federal standards.

L. Alignment with USBE Standard Terms and Conditions

i. **Encryption:** Encryption secure data in transit and at rest.

ii. **Access Controls:** Multi-factor authentication and strict role-based access.

iii. **Audit Logging:** Comprehensive activity logs support accountability and oversight.

iv. **Incident Response:** Formalized response plan with immediate USBE notification in the event of a breach.

v. **Data Retention & Disposal:** Secure data deletion practices in line with state retention schedules.

vi. **Independent Oversight & Validation**

vii. **Regular Security Testing:** Independent penetration tests and vulnerability scans.

viii. **Framework Alignment:** Practices aligned with the NIST Cybersecurity Framework and SOC 2 standards.

ix. **Contractual Assurance:** SaferWatch contractually certifies compliance with all USBE data protection requirements.

M. Required Data

i. 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:

1. Faculty first and last name
2. Faculty work email address
3. Faculty work phone number or personal work phone number
4. 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) point of 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 - Carahsoft

Program Manager:
Kevin Fields
Senior Account Representative
kevin.fields@carahsoft.com
(703) 581-6568

Fulfillment Partner - SaferWatch

Program Manager:
Amanda Moore
VP of Client Success
Amanda@SaferWatchapp.com
(844) 449-2429

Contract Manager:

Sam Ambrose
SVP of Sales & Channel Partners
Sam@SaferWatchapp.com
(954) 448-3613

Attachment C: Tiered Pricing

The following sections contain pricing information about each Tier.

1. Roles and Responsibilities

Customer elects to opt into Tier 2 or Tier 3, including the separate purchase of the LTE/GPS Panic Buttons, then the following applies under Contractor and Customer Responsibilities.

A. The Contractor will:

i. Strobes and Locating Beacons

1. Our premier solution deploys strobes in all classrooms, every 60-75 feet in the hallways, and in all other rooms in the facility where students or staff convene (cafeterias, media centers, gyms, teachers lounges, etc.). In addition, strobes are deployed on all exterior double-door entrances.
2. Deploys locating beacons in all exterior locations, including, but not limited to, all playgrounds, parking lots, athletic fields, and bus ramps.
3. Conducts remote monitoring of the devices and conducts onsite maintenance of devices, including replacing batteries as needed (included at no cost with contract).

ii. Additional 3rd Party Software Integration

1. Integrations (if applicable) purchased through SaferWatch are supported by SaferWatch and our third-party partners.

B. The Customer (LEAs/schools) will:

i. Strobes and Locating Beacons

1. Provide access to facilities

ii. LTE GPS Mobile Panic Button

1. Purchase TIER 3 as this is the only option that includes these devices (one per school). Individual units may be purchased if desired.
2. Provide user information for the user to be connected to the Command Center software.
3. Ensure the device(s) is charged before and/or during each use.

iii. Visitor Management

1. Purchases or provides compatible scanner(s), printer(s), and consumables for use at entry points and all computers on which the system will be used.
2. Provide network information for the Visitor Management System to be connected.
3. Maintain computers and all other peripherals. Computers will need to be connected to either the WiFi or network before installation.
4. Perform all required OS, driver, and browser updates for all computers, scanners, and printers used with Visitor management.

iv. Intercom Integration

1. Customer and its third-party intercom provider(s) are responsible for the

connection to and operation of the intercom system(s), along with any additional costs associated with upgrading or alterations to the customers intercom software, hardware and network connections.

2. Provide a site-specific URL or other API for each message for sites that have IP-based intercom systems with virtual triggers.
3. Provide network information for the Intercom Integration Device to be programmed. Customer will ensure its intercom system(s) is/are connected to the device.

v. Additional 3rd Party Software Integration

1. Customer and its third-party software provider(s) are responsible for the operation of the additional software capabilities, along with any additional costs associated with upgrading or alterations to the third-party software.
2. Provide a site-specific URL or other API for sites that have 3rd party software integrations supported by SaferWatch.

2. Products and services included in each tier are as follows:

Item	Description	Tier 1	Tier 2	Tier 3
1	PSAP Integration to Motorola Aware	X	X	X
2	Wearable Badge for every staff member	X	X	X
3	SaferWatch SaaS Platform. Includes Mobile Panic Alert System (Emergency Panic Buttons, Staff Assist), Mass Notifications, Threat & Incident Management, Tips & Alerts, Data Hosting and 24/7 Product Support for Web Portal & Mobile App	X	X	X
4	Geofence each location for full campus coverage, emergency alerts and staff assists from wearable badges	X	X	X
5	Basic Mapping with room level accuracy	X	X	X
6	Computer App for receiving and Activating Alerts	X	X	X
7	Desktop Takeover	X	X	X
8	Cellular Backup on Gateway Devices	X	X	X
9	Basic Installation	X	X	X
10	API Integration to 3rd Party Software (Intercom, Digital Signage)	X	X	X
11	One Time Set Up Fees	X	X	X
12	Implementation	X	X	X
13	Onboarding	X	X	X
14	Virtual Responder Training	X	X	X

Item	Description	Tier 1	Tier 2	Tier 3
15	Connectivity Testing in each PSAP	X	X	X
16	Onsite Maintenance & Hardware Warranty	X	X	X
17	24/7/365 Product Support Web Portal & Mobile App	X	X	X
18	Active Directory Integration	X	X	X

19	Visual Strobe Lights in Every Classroom, Hallways, Common Areas and Ingress Points		X	X
20	Advanced Digital Mapping Including Safety Assets		X	X
21	Onsite Training		X	X
22	Advanced Installation with Cabling of Gateway Devices		X	X
23	Intercom Integration Device		X	X
24	Onsite Tagging of Assets (Including Cameras)		X	X
25	LTE GPS Panic Button Hardware (1 per School)			X
26	LTE GPS Panic Button Annual Subscription (1 per School)			X

Please see the pricing for each tier on the following pages.

PRICE QUOTATION

Tier 1

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON,
VIRGINIA 20190 PHONE (703) 871-8585 | FAX (703)

carahsoft.

TO: Michael Iwasaki
Director of Purchasing and Contracts
Utah State Board of Education
250 E 500 S
Salt Lake City, UT 84111 USA
EMAIL: michael.iwasaki@schools.utah.gov
PHONE: (801) 538-7621

FROM: Kevin Fields
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190
EMAIL: Kevin.Fields@carahsoft.com
PHONE: (703) 581-6568

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30
(On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO:	59763234
QUOTE DATE:	08/25/2025
QUOTE EXPIRES:	09/24/2025
RFQ NO:	
SHIPPING:	GROUND
PRICE:	$16,589,769.70
TOTAL QUOTE:	$16,589,769.70

TOTAL

YEAR	LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
1	1	SW-Setup-Addition-2	One-time setup fee for an additional location to an existing system. Includes system setup, onboarding, and training. SaferWatch, LLC - SW-Setup-Addition	$3,500.00	OM	1,055	$3,692,500.00
1	2	SW-SaaS-Public-K12-2	SaferWatch SaaS Platform for Single Public School Location. Annual License includes Mobile Panic Alert System, Mass Notifications, Threat & Incident Management,	$475.00	OM	1,055	$501,125.00

			Tips & Alerts, Data Hosting and 24/7 Product Support for Web Portal & Mobile App SaferWatch, LLC - SW-SaaS-Public-K12				

YEAR	LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
1	3	SW-LoRaWan-Hub-2	SaferWatch LoRaWan Receiver for Wearable/Lanyard wireless panic buttons. Supports multiple buttons within a 1000 foot indoor range SaferWatch, LLC - SW-LoRaWan-Hub	$831.92	OM	2,110	$1,755,351.20
1	4	SW-Wireless-Beacon	SaferWatch Beacon for Wearable Badge SaferWatch, LLC - SW-Wireless-Beacon	$64.71	OM	30,615	$1,981,096.65
1	5	SW-Wearable-Button-2	SaferWatch Wearable/Lanyard Panic Button with GPS (requires receive and/or beacons) SaferWatch, LLC - SW-Wearable-Button	$58.31	OM	1,055	$61,517.05
1			**YEAR 1 SUBTOTAL**				**$7,991,589.90**
2	6	SW-SaaS-Public-K12-2	SaferWatch SaaS Platform for Single Public School Location. Annual License includes Mobile Panic Alert System, Mass Notifications, Threat & Incident Management, Tips & Alerts, Data Hosting and 24/7 Product Support for Web Portal & Mobile App SaferWatch, LLC - SW-SaaS-Public-K12	$475.00	OM	1,055	$501,125.00
2	7	SW-LoRaWan-Hub-2	SaferWatch LoRaWan Receiver for Wearable/Lanyard wireless panic buttons. Supports multiple buttons within a 1000 foot	$831.92	OM	2,110	$1,755,351.20

			indoor range SaferWatch, LLC - SW-LoRaWan-Hub				
2	8	SW-Wireless-Beacon	SaferWatch Beacon for Wearable Badge SaferWatch, LLC - SW-Wireless-Beacon	$64.71	OM	30,615	$1,981,096.65

PRICE QUOTATION

Tier 1

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON,
VIRGINIA 20190 PHONE (703) 871-8585 | FAX (703)

carahsoft.

YEAR	LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
2	9	SW-Wearable-Button-2	SaferWatch Wearable/Lanyard Panic Button with GPS (requires receive and/or beacons) SaferWatch, LLC - SW-Wearable-Button	$58.31	OM	1,055	$61,517.05
2			**YEAR 2 SUBTOTAL**				**$4,299,089.90**
3	10	SW-SaaS-Public-K12-2	SaferWatch SaaS Platform for Single Public School Location. Annual License includes Mobile Panic Alert System, Mass Notifications, Threat & Incident Management, Tips & Alerts, Data Hosting and 24/7 Product Support for Web Portal & Mobile App SaferWatch, LLC - SW-SaaS-Public-K12	$475.00	OM	1,055	$501,125.00
3	11	SW-LoRaWan-Hub-2	SaferWatch LoRaWan Receiver for Wearable/Lanyard wireless panic buttons. Supports multiple buttons within a 1000 foot indoor range SaferWatch, LLC - SW-LoRaWan-Hub	$831.92	OM	2,110	$1,755,351.20
3	12	SW-Wireless-Beacon	SaferWatch Beacon for Wearable Badge SaferWatch, LLC - SW-Wireless-Beacon	$64.71	OM	30,615	$1,981,096.65
3	13	SW-Wearable-Button-2	SaferWatch Wearable/Lanyard Panic Button with GPS (requires receive and/or beacons) SaferWatch, LLC - SW-Wearable-Button	$58.31	OM	1,055	$61,517.05
3			**YEAR 3 SUBTOTAL**				**$4,299,089.90**
			SUBTOTAL				**$16,589,769.70**
			TOTAL PRICE				**$16,589,769.70**

CONFIDENTIAL

QUOTE DATE:
08/25/2025

QUOTE NO:
59763234

PRICE QUOTATION

Tier 1

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON,
VIRGINIA 20190 PHONE (703) 871-8585 | FAX (703)

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TOTAL QUOTE	**$16,589,769.70**

Tier 1

QUOTE DATE:
08/25/2025
QUOTE NO:
59763234

PRICE QUOTATION

Tier 2

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON,
VIRGINIA 20190 PHONE (703) 871-8585 | FAX (703)

carahsoft.

TO: Michael Iwasaki
Director of Purchasing and Contracts
Utah State Board of Education
250 E 500 S
Salt Lake City, UT 84111 USA
EMAIL: michael.iwasaki@schools.utah.gov
PHONE: (801) 538-7621

FROM: Kevin Fields
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190
EMAIL: Kevin.Fields@carahsoft.com
PHONE: (703) 581-6568

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30
(On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO:	60150478
QUOTE DATE:	09/16/2025
QUOTE EXPIRES:	09/24/2025
RFQ NO:	
SHIPPING:	GROUND
PRICE:	$31,618,718.65
TOTAL QUOTE:	$31,618,718.65

TOTAL

YEAR	LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
1	1	SW-Setup-Addition-2	One-time setup fee for an additional location to an existing system. Includes system setup, onboarding, and training. SaferWatch, LLC - SW-Setup-Addition	$3,500.00	OM	2,534	$8,869,000.00

PRICE QUOTATION

Tier 2

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON,
VIRGINIA 20190 PHONE (703) 871-8585 | FAX (703)

carahsoft.

YEAR	LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
1	2	SW-SaaS-Public-K12-2	SaferWatch SaaS Platform for Single Public School Location. Annual License includes Mobile Panic Alert System, Mass Notifications, Threat & Incident Management, Tips & Alerts, Data Hosting and 24/7 Product Support for Web Portal & Mobile App SaferWatch, LLC - SW-SaaS-Public-K12	$475.00	OM	1,055	$501,125.00
1	3	SW-LoRaWan-Hub-2	SaferWatch LoRaWan Receiver for Wearable/Lanyard wireless panic buttons. Supports multiple buttons within a 1000 foot indoor range SaferWatch, LLC - SW-LoRaWan-Hub	$831.92	OM	5,730	$4,766,901.60
1	4	SW-Wireless-Beacon	SaferWatch Beacon for Wearable Badge SaferWatch, LLC - SW-Wireless-Beacon	$64.71	OM	30,615	$1,981,096.65
1	5	SW-Wearable-Button-2	SaferWatch Wearable/Lanyard Panic Button with GPS (requires receive and/or beacons) SaferWatch, LLC - SW-Wearable-Button	$58.31	OM	5,730	$334,116.30
1			**YEAR 1 SUBTOTAL**				**$16,452,239.55**
2	6	SW-SaaS-Public-K12-2	SaferWatch SaaS Platform for Single Public School Location. Annual License includes Mobile Panic Alert System, Mass Notifications, Threat & Incident Management, Tips & Alerts, Data Hosting and 24/7 Product Support for Web Portal & Mobile App SaferWatch, LLC - SW-SaaS-Public-K12	$475.00	OM	1,055	$501,125.00

QUOTE DATE:
09/16/2025
QUOTE NO:
60150478

PRICE QUOTATION

Tier 2

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON,
VIRGINIA 20190 PHONE (703) 871-8585 | FAX (703)

carahsoft.

YEAR	LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
2	7	SW-LoRaWan-Hub-2	SaferWatch LoRaWan Receiver for Wearable/Lanyard wireless panic buttons. Supports multiple buttons within a 1000 foot indoor range SaferWatch, LLC - SW-LoRaWan-Hub	$831.92	OM	5,730	$4,766,901.60
2	8	SW-Wireless-Beacon	SaferWatch Beacon for Wearable Badge SaferWatch, LLC - SW-Wireless-Beacon	$64.71	OM	30,615	$1,981,096.65
2	9	SW-Wearable-Button-2	SaferWatch Wearable/Lanyard Panic Button with GPS (requires receive and/or beacons) SaferWatch, LLC - SW-Wearable-Button	$58.31	OM	5,730	$334,116.30
2			**YEAR 2 SUBTOTAL**				**$7,583,239.55**
3	10	SW-SaaS-Public-K12-2	SaferWatch SaaS Platform for Single Public School Location. Annual License includes Mobile Panic Alert System, Mass Notifications, Threat & Incident Management, Tips & Alerts, Data Hosting and 24/7 Product Support for Web Portal & Mobile App SaferWatch, LLC - SW-SaaS-Public-K12	$475.00	OM	1,055	$501,125.00
3	11	SW-LoRaWan-Hub-2	SaferWatch LoRaWan Receiver for Wearable/Lanyard wireless panic buttons. Supports multiple buttons within a 1000 foot indoor range SaferWatch, LLC - SW-LoRaWan-Hub	$831.92	OM	5,730	$4,766,901.60
3	12	SW-Wireless-Beacon	SaferWatch Beacon for Wearable Badge SaferWatch, LLC - SW-Wireless-Beacon	$64.71	OM	30,615	$1,981,096.65

QUOTE DATE:
09/16/2025
QUOTE NO:
60150478

PRICE QUOTATION

Tier 2

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON,
VIRGINIA 20190 PHONE (703) 871-8585 | FAX (703)

carahsoft.

YEAR	LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
3	13	SW-Wearable-Button-2	SaferWatch Wearable/Lanyard Panic Button with GPS (requires receive and/or beacons) SaferWatch, LLC - SW-Wearable-Button	$58.31	OM	5,730	$334,116.30
3			**YEAR 3 SUBTOTAL**				**$7,583,239.55**
			SUBTOTAL				**$31,618,718.65**
			TOTAL PRICE				**$31,618,718.65**
			TOTAL QUOTE				**$31,618,718.65**

Tier 2

QUOTE DATE:
09/16/2025
QUOTE NO:
60150478

PRICE QUOTATION

Tier 3

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON,
VIRGINIA 20190 PHONE (703) 871-8585 | FAX (703)

carahsoft.

TO: Michael Iwasaki
Director of Purchasing and Contracts
Utah State Board of Education
250 E 500 S
Salt Lake City, UT 84111 USA
EMAIL: michael.iwasaki@schools.utah.gov
PHONE: (801) 538-7621

FROM: Kevin Fields
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190
EMAIL: Kevin.Fields@carahsoft.com
PHONE: (703) 581-6568

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30
(On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO:	60150500
QUOTE DATE:	09/16/2025
QUOTE EXPIRES:	09/24/2025
RFQ NO:	
SHIPPING:	GROUND
PRICE:	$33,547,515.20
TOTAL QUOTE:	$33,547,515.20

TOTAL

YEAR	LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
1	1	SW-Setup-Addition-2	One-time setup fee for an additional location to an existing system. Includes system setup, onboarding, and training. SaferWatch, LLC - SW-Setup-Addition	$3,500.00	OM	2,553	$8,935,500.00

PRICE QUOTATION

Tier 3

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON,
VIRGINIA 20190 PHONE (703) 871-8585 | FAX (703)

carahsoft.

YEAR	LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
1	2	SW-SaaS-Public-K12-2	SaferWatch SaaS Platform for Single Public School Location. Annual License includes Mobile Panic Alert System, Mass Notifications, Threat & Incident Management, Tips & Alerts, Data Hosting and 24/7 Product Support for Web Portal & Mobile App SaferWatch, LLC - SW-SaaS-Public-K12	$475.00	OM	1,055	$501,125.00
1	3	SW-LoRaWan-Hub-2	SaferWatch LoRaWan Receiver for Wearable/Lanyard wireless panic buttons. Supports multiple buttons within a 1000 foot indoor range SaferWatch, LLC - SW-LoRaWan-Hub	$831.92	OM	5,730	$4,766,901.60
1	4	SW-Wireless-Beacon	SaferWatch Beacon for Wearable Badge SaferWatch, LLC - SW-Wireless-Beacon	$64.71	OM	30,615	$1,981,096.65
1	5	SW-Wearable-Button-2	SaferWatch Wearable/Lanyard Panic Button with GPS (requires receive and/or beacons) SaferWatch, LLC - SW-Wearable-Button	$58.31	OM	5,730	$334,116.30
1	6	SW-LTE-Button-2	SaferWatch LTE/GPS Panic Button with two-way communication and charge cradle. LTE Subscription and SaaS Platform required SaferWatch, LLC - SW-LTE-Button	$177.61	OM	1,055	$187,378.55
1	7	SW-LTE-Subscription-2	SaferWatch LTE Panic Button Annual LTE and GPS subscription for LTE Panic Button (requires SaaS Platform) SaferWatch, LLC - SW-LTE-Subscription	$529.20	OM	1,055	$558,306.00

QUOTE DATE:
09/16/2025
QUOTE NO:
60150500

PRICE QUOTATION

Tier 3

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON,
VIRGINIA 20190 PHONE (703) 871-8585 | FAX (703)

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1	**YEAR 1 SUBTOTAL**	**$17,264,424.10**

CONFIDENTIAL

QUOTE DATE:
09/16/2025
QUOTE NO:
60150500

PRICE QUOTATION

Tier 3

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON,
VIRGINIA 20190 PHONE (703) 871-8585 | FAX (703)

carahsoft.

YEAR	LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
2	8	SW-SaaS-Public-K12-2	SaferWatch SaaS Platform for Single Public School Location. Annual License includes Mobile Panic Alert System, Mass Notifications, Threat & Incident Management, Tips & Alerts, Data Hosting and 24/7 Product Support for Web Portal & Mobile App SaferWatch, LLC - SW-SaaS-Public-K12	$475.00	OM	1,055	$501,125.00
2	9	SW-LoRaWan-Hub-2	SaferWatch LoRaWan Receiver for Wearable/Lanyard wireless panic buttons. Supports multiple buttons within a 1000 foot indoor range SaferWatch, LLC - SW-LoRaWan-Hub	$831.92	OM	5,730	$4,766,901.60
2	10	SW-Wireless-Beacon	SaferWatch Beacon for Wearable Badge SaferWatch, LLC - SW-Wireless-Beacon	$64.71	OM	30,615	$1,981,096.65
2	11	SW-Wearable-Button-2	SaferWatch Wearable/Lanyard Panic Button with GPS (requires receive and/or beacons) SaferWatch, LLC - SW-Wearable-Button	$58.31	OM	5,730	$334,116.30
2	12	SW-LTE-Subscription-2	SaferWatch LTE Panic Button Annual LTE and GPS subscription for LTE Panic Button (requires SaaS Platform) SaferWatch, LLC - SW-LTE-Subscription	$529.20	OM	1,055	$558,306.00
2			**YEAR 2 SUBTOTAL**				**$8,141,545.55**

QUOTE DATE:
09/16/2025
QUOTE NO:
60150500

PRICE QUOTATION

Tier 3

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON,
VIRGINIA 20190 PHONE (703) 871-8585 | FAX (703)

carahsoft.

YEAR	LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
2	13	SW-SaaS-Public-K12-2	SaferWatch SaaS Platform for Single Public School Location. Annual License includes Mobile Panic Alert System, Mass Notifications, Threat & Incident Management, Tips & Alerts, Data Hosting and 24/7 Product Support for Web Portal & Mobile App SaferWatch, LLC - SW-SaaS-Public-K12	$475.00	OM	1,055	$501,125.00
2	14	SW-LoRaWan-Hub-2	SaferWatch LoRaWan Receiver for Wearable/Lanyard wireless panic buttons. Supports multiple buttons within a 1000 foot indoor range SaferWatch, LLC - SW-LoRaWan-Hub	$831.92	OM	5,730	$4,766,901.60
2	15	SW-Wireless-Beacon	SaferWatch Beacon for Wearable Badge SaferWatch, LLC - SW-Wireless-Beacon	$64.71	OM	30,615	$1,981,096.65
2	16	SW-Wearable-Button-2	SaferWatch Wearable/Lanyard Panic Button with GPS (requires receive and/or beacons) SaferWatch, LLC - SW-Wearable-Button	$58.31	OM	5,730	$334,116.30
2	17	SW-LTE-Subscription-2	SaferWatch LTE Panic Button Annual LTE and GPS subscription for LTE Panic Button (requires SaaS Platform) SaferWatch, LLC - SW-LTE-Subscription	$529.20	OM	1,055	$558,306.00
3			**YEAR 3 SUBTOTAL**				**$8,141,545.55**
			SUBTOTAL				**$33,547,515.20**
			TOTAL PRICE				**$33,547,515.20**
			TOTAL QUOTE				**$33,547,515.20**

CONFIDENTIAL

QUOTE DATE:
09/16/2025

QUOTE NO:
60150500

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON,
VIRGINIA 20190 PHONE (703) 871-8585 | FAX (703)

Tier 3

QUOTE DATE:
09/16/2025
QUOTE NO:
60150500

Costs associated with an additional two (2) one year renewal options:

Cost per Year for Years 4 and 5 if used	Tier 1	Tier 2	Tier 3
Hardware & Software	$8,598,250	$15,181,450	$16,447,450

Renewal costs are per year and include all required items in the Scope of Work, including but not limited to 24/7/365 support, replacement of any malfunctioning hardware, additional badges for new teachers/staff members (if needed), software updates, technical support, and ongoing training.

The renewal fees are annual fees and apply to year four (4) and year (5) separately. Example, if Tier 1 is chosen for the entire program, then the Tier 1 renewal amount is $8,598,250 for year four and an additional $8,598,250 for year five.

UTAH STATE BOARD OF EDUCATION

CONTRACT AMENDMENT

Amendment: 1 **To Contract**: USBE260125CT

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Utah State Board of Education, referred to as "State Entity" or "USBE", and Carahsoft Technology Corporation, referred to as "Contractor".

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract Period:

Original Starting Date: 07/01/2026

Current Ending Date: 06/30/2029

New Ending Date: N/A

2. Contract Amount:

Current Contract Amount: Requirements

Amendment Amount: Requirements

New Contract Amount: N/A

3. Other changes:

Attachment C: Pricing is replaced in its entirety with the attached Attachment C: Tiered Pricing, consolidating the Contract's product/service tier structure from three (3) tiers to two (2) tiers, as reflected in the attached Attachment C. All other terms and conditions of the original Contract and prior amendments remain unchanged unless specifically amended herein.

4. Effective Date of Amendment: 9/8/2026

All other conditions and terms in the original contract and previous amendments remain the same.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, have executed this amendment on the date first set forth above.

CONTRACTOR

Natalie LeMay Digitally signed by Natalie LeMay Date: 2026.09.08 17:28:54 -04'00'

Contractor's signature Date

Natalie LeMay, Contracts Manager

Type or Print Name and Title

STATE

Scott Jones Digitally signed by Scott Jones Date: 2026.09.11 12:15:58 -06'00'

Agency's signature Date

Type or Print Name and Title

Agency Contact Person	Telephone Number	Email
Camille Clarke	801-538-7879	Camille.Clarke@schools.utah.gov

Solicitation Number: USBE-CC27141-AMD

Attachment C: Tiered Pricing

Item	Description	Tier 1	Tier 2
1	PSAP Integration to Motorola Aware	X	X
2	Wearable Badge for every staff member	X	X
3	SaferWatch SaaS Platform. Includes Mobile Panic Alert System (Emergency Panic Buttons, Staff Assist), Mass Notifications, Threat & Incident Management, Tips & Alerts, Data Hosting and 24/7 Product Support for Web Portal & Mobile App	X	X
4	Geofence each location for full campus coverage, emergency alerts and staff assists from wearable badges	X	X
5	Basic Mapping with room level accuracy	X	X
6	Computer App for receiving and Activating Alerts	X	X
7	Desktop Takeover	X	X
8	Cellular Backup on Gateway Devices	X	X
9	Basic Installation	X	X
10	API Integration to 3rd Party Software (Intercom, Digital Signage)	X	X
11	One Time Set Up Fees	X	X
12	Implementation	X	X
13	Onboarding	X	X
14	Virtual Responder Training	X	X
15	Connectivity Testing in each PSAP	X	X
16	Onsite Maintenance & Hardware Warranty	X	X
17	24/7/365 Product Support Web Portal & Mobile App	X	X
18	Active Directory Integration	X	X
19	Visual Strobe Lights in Every Classroom, Hallways, Common Areas and Ingress Points	X	X
20	Advanced Digital Mapping Including Safety Assets	X	X
21	Onsite Training	X	X
22	Advanced Installation with Cabling of Gateway Devices	X	X
23	Intercom Integration Device	X	X
24	Onsite Tagging of Assets (Including Cameras)		X
25	LTE GPS Panic Button Hardware (1 per School)		X
26	LTE GPS Panic Button Annual Subscription (1 per School)		X

OVERALL PRICING	Tier 1	Tier 2
Hardware & Software	$22,772,175	$24,449,625
Install & Implementation	$8,862,000	$9,054,010
Total Overall Cost for 3 years	**$31,634,175**	**$33,503,635**

PRICING PER SCHOOL	Tier 1	Tier 2
Hardware & Software	$21,585	$23,175
Install & Implementation	$8,400	$8,582
Total Cost/School for 3 years	**$29,985**	**$31,757**
Total Cost/School/Year	$9,995	$10,586
Cost/Year for Year 4	$9,995	$10,586
Cost/Year for Year 5	$9,995	$10,586