



**ENHANCING OUR VIBRANT COMMUNITY AND IMPROVING OUR QUALITY
OF LIFE**

**MOAB CITY COUNCIL
AUGUST 25, 2026
REGULAR MEETING - 6:00 P.M.**

City Council Chambers
217 East Center Street
Moab, Utah 84532

1. Regular City Council Meeting - 6:00 p.m.

1.1. Call to Order and Pledge of Allegiance

2. Public Comments (Limited to Three Minutes Per Person)

3. Department Update

3.1. Victims Advocate Update

3.2. Community Development Housing Update

4. Consent Agenda

4.1. Recovery Day Proclamation

Documents:

recovery day proclamation.pdf

4.2. Suicide Prevention and Awareness Month Proclamation

Documents:

moab city proclamation 2026.pdf

moab registration flyer.pdf

world suicide prevention day vigil flyer.pdf

4.3. Ratification of a Letter of Support for Utah State University's Grant Application
for the Ending Wasted Food Award

Documents:

usu epa wasted food los.pdf

4.4. Approval of Minutes

August 11, 2026 - Regular Meeting

Documents:

min-cc-2026-08-11 draft.pdf

4.5. Approval of Bills Against the City of Moab in the Amount of \$445,379.19

Documents:

08-12-26 council consent.pdf

08-19-26 council consent.pdf

5. General Business

5.1. Consideration of Ordinance 2026-16: An Ordinance Of The Moab City Council Amending, Section 2.52.030 (Planning Commission), Chapter 16.08 (Subdivision Procedure), And Section 17.12.050 (Damaged Building Restoration) Of The Moab Municipal Code To Extend The Recording Deadlines For Approved Final Plats And The Related One-Time Extension For Such Plats, To Eliminate The Public Hearing Requirement For Preliminary Plats, To Adjust Planning Commission Attendance Requirements, And To Amend Regulations On Rebuilding Or Renovating Nonconforming Structures And Uses After A Fire Or Calamity

Documents:

*assorted code changes pc agenda summary ord 2026-16.pdf
exhibit 1_ draft ordinance 2026-16.pdf*

5.2. Consideration of a Contract Award to RevTech Services in the Amount of \$338,596.88 for Information Technology Security (Cyber Security) and Information Technology Support Services

Documents:

*it contract agenda summary.pdf
revtek services.pdf
it rfp - final.pdf
template - contract for services for the city of moab.pdf*

6. City Manager Updates

7. Mayor and Council Reports

8. Executive (Closed) Session

8.1. Strategy Session to Discuss Reasonably Imminent and/or Pending Litigation

9. Adjournment

Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Recorder's Office at 217 East Center

Street, Moab, Utah 84532; or phone (435) 259-5121 at least three (3) working days prior to the meeting.

Check our website for updates at: www.moabcity.org

Recovery Day Proclamation

WHEREAS, it is evident that individuals in our community, through treatment and community support, do recover from addictions and the harmful effects those addictions create in their lives and the lives of their families; and

WHEREAS, the families of those suffering from addiction provide ongoing love and support to those on the road to recovery; and

WHEREAS, volunteers throughout our community offer their time and service to assist individuals and families recovering from addiction; and

WHEREAS, resources exist online and in our community to increase people's awareness about how substance use disorders affect children, families, and our society; and

WHEREAS, such education is essential to overcoming misconceptions and achieving long-term recovery; and

WHEREAS, our community of professionals dedicate their work to further each individual's progress in their personal recovery; and

WHEREAS, recovery from addiction results in stronger citizens who contribute to our community in meaningful ways and assist others who are climbing the same ladder of recovery; and

WHEREAS, celebrating the successful recovery stories of these individuals, families, volunteers and professionals reinforces those successes and encourages others that there is hope, that peer support and treatment are effective, and that recovery is possible; and

WHEREAS, using positive language and educating others on the importance of using person-first language reduces stigma and shame in our community.

NOW, THEREFORE, I, Joette Langianese, the mayor of the city of Moab, Utah, do hereby proclaim September 4th 2026 as

Recovery Day

in the city of Moab, and call upon all citizens, community, agencies, religious organizations, medical facilities and businesses to join in the celebration of individual, family and community recovery from the effects of addiction, thereby strengthening this community by which we live.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the city of Moab, Utah this 4th day of September, 2026.

Joette Langianese, Mayor

Attest: Sommar Johnson, City Recorder

Proclamation

A PROCLAMATION BY THE MAYOR AND CITY COUNCIL OF MOAB CITY, UTAH PROCLAIMING SEPTEMBER 2026 TO BE

SUICIDE PREVENTION AND AWARENESS MONTH

WHEREAS, the state of Utah has consistently been in the top states for suicide deaths since 2012 (currently 11th in the nation versus 2025 reporting of 7th); and

WHEREAS Carbon, Emery, and Grand Counties often lead the state of Utah in suicide deaths per capita; and

WHEREAS people who lose their loved one to suicide are at a 30% higher risk of ending their lives by suicide as a learned coping mechanism and learned behavior; and

WHEREAS the risk of suicide can be reduced through awareness, proper evidence-based training including safe messaging, educational resources, and treatment; and

WHEREAS, according to the American Foundation for Suicide Prevention's statistics, suicide is the **first** leading cause of death amongst Utahans ages 15-24 (*second in 2025*), the **second** leading cause of death amongst ages 25-34 (no change,) **second** for ages 35-44 (no change,) **fourth** for ages 45-54 (no change,) **sixth** for ages 55-64, which has the highest rate of suicide (*fourth in 2025*), and **seventeenth** for ages 65 and older (*eighteenth in 2025*;) and

WHEREAS suicide has a ripple effect that affects everyone, suicide is everyone's business, talking about suicide does **NOT** plant the idea of self-harm, and suicide is one of the most preventable deaths that can be eradicated by: 1. learning the warning signs of depression and suicidal ideation, 2. knowing how and when to ask about one's suicidal thoughts, 3. being aware of life-saving measures such as safe storage of firearms and medications, and 4. familiarizing ourselves with the resources available locally such as Four Corners Community Behavioral Health, state-wide such as Live On Utah, and nationwide such as calling or texting 988 - the Suicide and Crisis Lifeline;

NOW, THEREFORE, I, Moab City Mayor Joette Langianese, on this 25th day of August 2026, do hereby proclaim September 2026 to be

SUICIDE PREVENTION AND AWARENESS MONTH

in the City of Moab and encourage all residents of Moab City to recognize how serious suicide is and the steps each of us can take to protect those around us from this preventable tragedy; one with devastating generational and community-wide effects.

Joette Langianese, Mayor

ATTEST:

Sommar Johnson, City Recorder

MOAB OUT OF THE DARKNESS WALK

Saturday, September 26, 2026



JOIN OUR WALK



*Help bring hope, awareness,
and community to Southern
Utah. No experience needed -
just a passion for mental
health awareness.*



American
Foundation
for Suicide
Prevention



SEPTEMBER 10th WORLD SUICIDE PREVENTION DAY

♡ *Hope is real.* ♡ *You are not alone.* ♡

Please join us as we honor our
loved ones lost to suicide.

We remember them.

We celebrate their life.

We bring *Hope*; together.

An evening of remembrance, connection, and hope.



THURSDAY
SEPTEMBER 10, 2026



7:00 PM –
8:30 PM



A candle will be
provided for
each attendee

CANDLELIGHT VIGILS HELD SIMULTANEOUSLY IN

Price Utah



Peace Gardens
159 E. Main St.
Price, Utah 84501

HUNTINGTON CITY



Huntington City Park
1-99 E. Center St.
Huntington, Utah 84528

THE CITY OF
MOAB



Swanny Park
400 N. 100 W.
Moab, Utah 84532

Everyone is welcome. Together, we remind one
another that Hope is always worth sharing.



**C.A.R.E.
COALITION**



Building Connections to Strengthen Community



**HOPE
SQUAD**
of Carbon, Emery, and Grand Counties

**GREAT
COALITION**

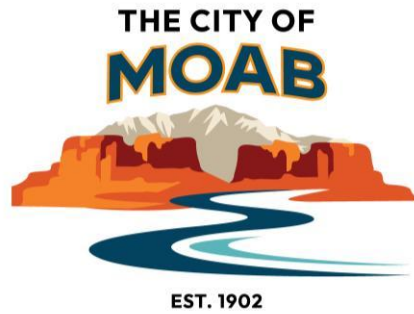
Grand County Resource Education Achieved Together



Together, we can make a difference.



217 East Center Street
Moab, Utah 84532-2534
Phone: (435) 259-5121
Fax: (435) 259-4135



Joette Langianese
Mayor

August 11, 2026

USU Extension
1850 South Aggie Blvd.
Moab, UT 84532

RE: Ending Wasted Food Award

On behalf of the City of Moab, I am pleased to provide this letter of support for Utah State University's grant application, *NourishSmart Families: A Behavior-Based Approach to Reducing Household Food Waste Among Families with Young Children*, for the Ending Wasted Food Award.

The City of Moab is committed to reducing waste, protecting our natural resources, and supporting practical solutions that benefit our community. Reducing food waste is an important part of that work, and this project is a great fit with our efforts to increase awareness and encourage more sustainable practices in our community.

We especially appreciate the focus on helping families make simple, practical changes at home. Reducing food waste can help families save money, make better use of the resources they already have, and reduce the amount of waste going to our local landfill.

If funded, the City of Moab is happy to support the project by sharing information through appropriate City communication channels, helping promote the program in our community, and encouraging residents to participate whenever possible.

We appreciate Utah State University Extension's partnership and look forward to supporting this effort to reduce food waste and build a more sustainable community.

Sincerely;



Joette Langianese
Mayor City of Moab

MOAB CITY COUNCIL MINUTES--DRAFT
REGULAR MEETING
August 11, 2026

Regular Meeting Attendance and Call to Order:

Moab City Council held its Regular Meeting on the above date in Council Chambers. Archived audio is at www.utah.gov/pmn and video is at www.youtube.com/watch?v=YALF7cyQSk8. Mayor Joette Langianese called the meeting to order at 6:03 p.m. Councilmembers Tawny Knutson-Boyd, Kaitlin Myers, Colin Topper, Jason Taylor and Miles Loftin attended. Also in attendance were City Manager Michael Black, Recorder Sommar Johnson, Public Works Director Levi Jones, Police Chief Lex Bell, Community Development Director Cory Shurtleff, Engineer Mark Jolissaint, Assistant Engineer Didar Charles, Attorney Lisa Watts Baskin and three members of the public. Councilmember Knutson-Boyd led the Pledge of Allegiance.

Public Comments:

Bill Agee spoke about harmful noise from road traffic and stated that slower All-Terrain Vehicles (ATVs) are quieter ATVs. He said that for residents who live on or near ATV routes in Moab, the problem is constant. He said the cumulative effect of hundreds of daily ATV trips has profound health consequences, and he presented a chart illustrating how noise is amplified. He said noise is measured on a logarithmic scale and explained that every three decibels (dB), the energy level doubles; at six dB, it quadruples from that original number. He said air and water are similar, and when a pressure wave moves through water, its destructive powers are visible. He added that when sound moves through air, the effects are invisible, but they are equally destructive in some cases. He said that when the principles described in the chart are applied at his doorstep it is 78 dB with a maximum of 81 dB. He said that is two to four times the energy level above code limits. He encouraged the City to lower speed limits to 20 miles per hour (mph) on the proposed roads. He added that, on Mill Creek Drive, he encouraged the City to resticker speed limit signage from Off-highway Vehicles (OHV) to ATVs. He said this will clarify and make enforcement of the 15 mile per hour speed limit for ATVs legal. He proposed that the City should monitor noise measurements to determine the effectiveness of abatement efforts for noise. He said he was asking for reasonable remedies and encouraged Council to not fear possible repercussions from ATV activists. He said the City has legal authority and a legitimate evidence-based reason to take these steps. Agee concluded by stating excessive noise is a public health crisis and a quieter ATV greatly improves the quality of life for all of Moab and that is the objective.

Workshop—Speed Limits

Mayor Langianese stated the City had received information regarding speed from the Safe Streets for All group. Public Works Director Jones and Police Chief Bell presented an update on the City's approach to speed limits. Bell reminded Council of the prima facie (default) speed limit of 20 mph within City limits unless otherwise posted. He said staff recommended a change to 20 mph for Mill Creek Drive from 400 East to Sand Flats Road, and the entire length of 100 West. Councilmember Myers asked about the recommendation. Bell explained the previously recommended routes were main arteries. Councilmember Taylor agreed with the conclusion with the two recommendations. Mayor Langianese concurred. She brought up the 15 mph ATV limit and supported it. Councilmember Topper agreed with the 100 West limit. He said that Mill Creek Drive does not yet have a speed-reduction environment in place. He said it was a step in the right direction. City Manager Black agreed that street engineering needs to match the speed limit, by explaining wide, straight streets do not encourage slower travel speeds. He shared an image of a yellow ATV 15 mph advisory sign. Black mentioned a need for an educational program. Councilmember Topper stated his enthusiasm for the advisory sign. Jones said each sign would cost approximately \$400 per sign with manufacture of the signs, concrete work and installation. Black said sign locations would be proposed in the future. Taylor requested that ATV speed limit signs on highway 191 be removed. Taylor requested consideration of a 20 mph limit on 100 North near Main Street, as well as dispersed parking areas. Black explained those areas already have a 15 mph limit. He said the current discussion involved ATV routes. Councilmember Loftin stated the high pedestrian areas result in close

calls with pedestrians stepping into the lane of travel. Black explained the process related to a recent ordinance that establishes speed limits. He said any new signage would be paused until after the Council decision in September. Topper asked about progress on ATV routes. The mayor stated the Safe Streets for All open house would be held on August 31.

Presentations:

Noise Mitigation Considerations: Mayor Langianese opened a discussion on noise mitigation efforts. City Manager Black brought up highly modified vehicles that emit excessive noise. He spoke about noise cameras and cited cities currently using the technology. He said the technology was in its infancy, and state code could be a barrier to issuing citations. He said informing violators of their noise levels would be a likely outcome, and public education regarding noise would be needed. Councilmember Taylor spoke in favor of having a demonstration of the technology and establishing an end goal for lowering noise levels. The prospect of an ATV tour operator with clients passing a sound camera that displays the excessive dB and causing concern with the clients was discussed. He said that officers were already pulling over loud vehicles and operators did not care. Councilmember Topper said the educational piece is the goal; he said tour operators should be concerned about the optics of excessively loud vehicles. Topper said speed limit signage does have an educational impact. Taylor cited hot rod enthusiasts as a major part of the problem. Councilmember Loftin stated his interest in the technology. He said the goal should be the educational piece. He encouraged exploring enforceability. Councilmember Myers concurred. She brought up talking points for legislators. She said observed data would be helpful and encouraged a demonstration. Councilmember Knutson-Boyd agreed that a demonstration would be a great first step.

Cross Creeks Study: Engineer Jolissaint presented background that began with flooding of the area in 2024. He gave a brief overview of the timeline of studies and public engagement. City Manager Black said there were earlier engineering proposals to add gabion baskets to the creek bed, but the private landowners involved declined to allow them to be installed. He said the recent study alternatives cover the creek corridor from Main Street to 500 West. Jolissaint presented three alternatives based on 10, 50 and 100-year floods, and noted the floods break from the streambed well upstream from the cross creeks area. He explained that Alternative 1 added a 4 foot levee and said it was not recommended; Alternative 2 compromised between a levee and increasing the channel size. He said this model accommodates the 100-year flood and has a larger footprint than doing the channel only. He explained Alternative 3 is the preferred alternative and creates a much larger, deeper channel. He answered questions from Council and explained that the confluence with Pack Creek would add complexity to the project. He added that the alternatives would require acquisition of some private property. He went over trail realignments and reviewed public feedback from stakeholders. He said residents preferred narrower channels and did not unanimously support public pathways. He went over next steps. City Manager Black pointed out any channelization would reduce the creek bed significantly. Councilmember Topper stated that he felt residents preferred a non-paved path. Councilmember Loftin concurred. He asked how far the proposed trail realignment would be from existing homes. Councilmember Taylor asked for clarification regarding the \$7.8 million cost of Alternative 3 and the timeline. The involvement of the Army Corps of Engineers was discussed. Councilmember Taylor spoke in favor of Alternative 3, and Loftin pondered that Alternative 3 may have less impact on private property owners. Concrete bottoms and maintenance were discussed.

Quarterly Revenue Update: Councilmember Topper moved to amend the Consent Agenda to remove the quarterly revenue update and add it to presentations. Councilmember Loftin seconded the motion. The motion passed unanimously. City Manager Black presented the quarterly revenues, exhibiting 2026 actuals at \$17,877,981.73 and 2025 actuals at \$17,210,823.06. Black described the predicted slight increase in revenues from several tax sources, including sales, franchise, highway, transient rooms, resort community, Recreation, Arts and Parks (RAP), energy and property taxes. He pointed out the consistent trend since 2019. He said actual revenues reflect predicted levels.

Consent Agenda:

Councilmember Loftin moved to approve the Consent Agenda, as follows: approval of minutes for the July 28, 2026, Regular Meeting and approval of bills against the City of Moab in the amount of \$244,550.06. Councilmember Knutson-Boyd seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knutson-Boyd, Topper, Myers and Loftin voting aye.

General Business:**UDOT Statewide Utility License Agreement (SULA)—Approved**

Presentation and Discussion: Assistant Engineer Charles presented the Utah Department of Transportation (UDOT) statewide utility license agreement (SULA) which concerns City utilities on UDOT property. Storm drains and other utilities are in the highway 191 corridor. She said it was a five-year agreement.

Motion and Vote: Councilmember Topper moved to approve the Statewide Utility License Agreement between the City of Moab and UDOT, as presented by staff, and authorize the Mayor to execute the agreement. Councilmember Knutson-Boyd seconded the motion. The motion passed unanimously.

Sanitary Sewer Master Plan Update—Approved

Presentation and Discussion: Assistant Engineer Charles presented a proposal to engage Bowen Collins and Associates to update the sanitary sewer master plan. Mayor Langianese explained the update was required every five years. Charles explained the purpose of the plan, including determining future load on the system and sewer rates. Councilmember Taylor asked for a review of rates and accomplishments since the 2017 plan. Councilmember Topper asked for an overview of various master plans, including water, sewer and other plans.

Motion and Vote: Councilmember Taylor moved to approve the sanitary sewer master plan update task order with Bowen Collins & Associates in the amount of \$109,479.00, as presented by staff, and authorize the Mayor to sign the agreement. Councilmember Topper seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knutson-Boyd, Topper, Myers and Loftin voting aye.

Contract with Straight Stripe Painting—Approved

Presentation and Discussion: Engineer Jolissaint presented the scope of the striping project which included thermoplastic crosswalks. He showed an illustration of green painted bicycle lanes which were in keeping with national standards. Councilmember Myers brought up concerns about the lane width and bicycle lane at Williams Way and 100 West. Councilmember Topper suggested a year-over-year schedule for striping across the City. Maintenance of the thermoplastics was discussed. Topper reminded staff of the transportation master plan, which he said includes direction for the striping, and brought up funding available for Safe Routes to Schools. Loftin brought up the staff ability to take on more of the work in-house.

Motion and Vote: Councilmember Knutson-Boyd moved to approve a contract with Straight Stripe Painting, Inc. in an amount not to Exceed \$200,000.00. Councilmember Topper seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knutson-Boyd, Topper, Myers and Loftin voting aye.

City Manager Update: City Manager Black reported the Youth Garden Project started development of a new community garden plot. He said several firms submitted qualifications for the updated downtown master plan and reported on various grant opportunities. He announced the retirement of police sergeant Gerri Neumeier, who served the City for more than two decades. Black concluded by stating he requested a traffic signal study for the intersection of Uranium and Main Street, and a pedestrian crossing signal at Dogwood and Main Street.

Mayor and Council Reports:

Councilmember Taylor reported on airport projects, including apron work and the commencement of flights to Salt Lake City and Denver starting in October. He mentioned the Office of Tourism and a September 8 kickoff event.

Councilmember Knutson-Boyd said she attended a Museum visioning workshop and reported on meetings with the Mayor and the Canyonlands Healthcare Special Service District.

Councilmember Topper reported he met with the Mayor as well as the TrailMix committee. He said wayfinding signs would be forthcoming and reported that Arches National Park visitation was down 12 percent in July compared to a year ago.

Councilmember Myers reported on a meeting concerning Moab Community Childcare, as well as a meeting with the Mayor, and she said she attended the grand opening of a new gelato shop. She brought up the housing task force and the housing town hall. She said she met with the homeless council.

Councilmember Loftin said he met with the Mayor and reported on his findings concerning the automated license plate readers in use by local law enforcement agencies.

Mayor Langianese reported she attended meetings of the healthcare district and updated Council on progress made regarding the water tank, including regarding a development agreement and bond funding. She mentioned grants made available to Moab nonprofits and a meeting with the County Commission chair regarding the launch of the Arches National Park shuttle service.

Adjournment:

Councilmember Topper moved to adjourn the meeting. Councilmember Loftin seconded the motion. The motion passed unanimously. The Mayor adjourned the meeting at 8:41 p.m.

APPROVED: _____
Joette Langianese, Mayor

ATTEST: _____
Sommar Johnson, City Recorder

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 08/06/2026 to 08/12/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
AD-VERTISER	280531	08/12/2026	\$513.00			Purchasing
AFFEKTIVE SOFTWARE LLC	280532	08/12/2026	\$164.91			Purchasing
AMAZON CAPITAL SERVICES	280533	08/12/2026	\$2,749.91			Purchasing
BLUE STAKES OF UTAH 811	280534	08/12/2026	\$103.78			Purchasing
BOBCAT OF THE ROCKIES	280535	08/12/2026	\$2,081.06			Purchasing
CANYONLANDS AUTO & MINING SUP	280536	08/12/2026	\$621.57			Purchasing
CHEMTECH-FORD LLC	280537	08/12/2026	\$303.00			Purchasing
CUSTOMER REFUNDS	280538	08/12/2026	\$200.00			Purchasing
DESERT WEST OFFICE SUPPLY	280539	08/12/2026	\$84.00			Purchasing
GOBLE SAMPSON ASSOCIATES INC	280540	08/12/2026	\$3,022.38			Purchasing
GRAINGER	280541	08/12/2026	\$707.42			Purchasing
HYDROCORP, LLC	280542	08/12/2026	\$1,609.38			Purchasing
IDEXX DISTRIBUTION INC	280543	08/12/2026	\$550.11			Purchasing
KNOWLES HOME FURNISHINGS	280544	08/12/2026	\$1,604.98			Purchasing
LAWSON PRODUCTS INC.	280545	08/12/2026	\$383.60			Purchasing
MOAB MAILING CENTER	280546	08/12/2026	\$20.99			Purchasing
MOAB PUBLIC RADIO KZMU	280547	08/12/2026	\$500.00			Purchasing
MOAB SUN NEWS	280548	08/12/2026	\$375.00			Purchasing
PACKARD WHOLESALE	280549	08/12/2026	\$1,325.36			Purchasing
PERSONNEL SAFETY ENTERPRISES	280550	08/12/2026	\$333.20			Purchasing
RIVER CANYON WIRELESS	280551	08/12/2026	\$79.98			Purchasing
SMITH HARTVIGSEN PLLC	280552	08/12/2026	\$11,463.00			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	280553	08/12/2026	\$60.00			Purchasing
SOUTHEASTERN UTAH DISTRICT HE	280554	08/12/2026	\$405.00			Purchasing
STANDARD PLUMBING SUPPLY CO.	280555	08/12/2026	\$18.97			Purchasing
SWANK MOTION PICTURES INC.	280556	08/12/2026	\$345.00			Purchasing
THE MOAB TIMES-INDEPENDENT	280557	08/12/2026	\$3,312.00			Purchasing
TURNER LUMBER OF MOAB	280558	08/12/2026	\$173.61			Purchasing
UTAH LOCAL GOVERNMENTS TRUST	20260812	08/12/2026	\$10,300.88			Purchasing
W.E.T. INC.	280559	08/12/2026	\$625.00			Purchasing
WALKER DRUG	280560	08/12/2026	\$13.98			Purchasing
WALKER'S TRUE VALUE HARDWARE	280561	08/12/2026	\$579.00			Purchasing
WRIGHT EXPRESS FSC	20260812	08/12/2026	\$15,281.64			Purchasing
ZIONS BANK PUBLIC FINANCIAL SER	280562	08/12/2026	\$187,984.30			Purchasing
			\$247,896.01		\$0.00	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 08/13/2026 to 08/19/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
AMAZON CAPITAL SERVICES	280565	08/19/2026	\$3,918.17			Purchasing
ARCARTISTS LLC	280566	08/19/2026	\$2,250.00			Purchasing
ARCHES HANDYMAN LLC.	280567	08/19/2026	\$1,712.00			Purchasing
BOWEN COLLINS & ASSOCIATES INC.	280568	08/19/2026	\$2,707.50			Purchasing
CANYONLANDS ADVERTISING	280569	08/19/2026	\$40.78			Purchasing
CANYONLANDS AUTO & MINING SUP	280570	08/19/2026	\$633.04			Purchasing
CANYONLANDS COPY CENTER	280571	08/19/2026	\$478.00			Purchasing
CHEMTECH-FORD LLC	280572	08/19/2026	\$867.00			Purchasing
CIVIL SCIENCE INFRASTRUCTURE IN	280573	08/19/2026	\$5,848.00			Purchasing
CUSTOMER REFUNDS	280574	08/19/2026	\$300.00			Purchasing
DESERT WEST OFFICE SUPPLY	280575	08/19/2026	\$252.86			Purchasing
DORSETT TECHNOLOGIES INC.	280576	08/19/2026	\$30.00			Purchasing
DUFFORD,WALDECK, MILBURN & KR	280577	08/19/2026	\$1,232.00			Purchasing
ECO HVAC LLC	280563	08/18/2026	\$16,508.00			Purchasing
FARM & CITY GENERAL STORE	280578	08/19/2026	\$22.73			Purchasing
FIRST RESPONDERS FIRST,LLC	280579	08/19/2026	\$175.00			Purchasing
HANSEN ALLEN & LUCE INC	280580	08/19/2026	\$4,689.75			Purchasing
HAWS, RICHARD JACOB	280581	08/19/2026	\$550.00			Purchasing
HYDROCORP, LLC	280582	08/19/2026	\$1,609.38			Purchasing
JEFF'S GRAND TIRE	280583	08/19/2026	\$1,207.99			Purchasing
KIMBALL MIDWEST	280584	08/19/2026	\$162.82			Purchasing
LANDMARK DESIGN INC.	280585	08/19/2026	\$4,375.00			Purchasing
MOAB MAILING CENTER	280586	08/19/2026	\$39.92			Purchasing
MOAB SUN NEWS	280587	08/19/2026	\$545.00			Purchasing
O'REILLY AUTO PARTS	280588	08/19/2026	\$43.58			Purchasing
OFFICE EQUIPMENT CO.	280589	08/19/2026	\$145.00			Purchasing
PACKARD WHOLESALE	280590	08/19/2026	\$871.01			Purchasing
PETERSON PLUMBING SUPPLY	280591	08/19/2026	\$472.88			Purchasing
PREMIER VEHICLE INSTALLATION	280592	08/19/2026	\$24,265.13			Purchasing
PROFESSIONAL DOCUMENT SOLUTI	280593	08/19/2026	\$28.91			Purchasing
RIVERSIDE PLUMBING & HEATING	280594	08/19/2026	\$33.80			Purchasing
ROYCE'S ELECTRONICS SITE MANAG	280595	08/19/2026	\$1,335.00			Purchasing
SCOOTER'S TOOLS LLC	280596	08/19/2026	\$207.85			Purchasing
SKAGGS	280597	08/19/2026	\$640.10			Purchasing
SMART RAIN SYSTEMS, LLC	280598	08/19/2026	\$2,745.00			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	280599	08/19/2026	\$986.00			Purchasing
STANDARD PLUMBING SUPPLY CO.	280600	08/19/2026	\$164.35			Purchasing
T.W.S. CONSTRUCTION INCORPORAT	280601	08/19/2026	\$71,224.20			Purchasing
TAYLOR FENCE COMPANY	280602	08/19/2026	\$3,680.00			Purchasing
TOPPER, COLIN	280603	08/19/2026	\$181.21			Purchasing
TURNER LUMBER OF MOAB	280604	08/19/2026	\$54.81			Purchasing
ULINE	280605	08/19/2026	\$170.45			Purchasing
UTAH STATE DIVISION OF FINANCE	280564	08/19/2026	\$36,814.28			Purchasing
VICTORY LIGHTING NORTH AMERICA	280606	08/19/2026	\$1,162.00			Purchasing
WALKER DRUG	280607	08/19/2026	\$15.77			Purchasing
WALKER'S TRUE VALUE HARDWARE	280608	08/19/2026	\$1,819.35			Purchasing
WATERFORD SERVICES, LLC	280609	08/19/2026	\$177.56			Purchasing
ZUNICH BROS. MECHANICAL LLC	280610	08/19/2026	\$90.00			Purchasing
			\$197,483.18		\$0.00	



MOAB CITY COUNCIL AGENDA

August 25, 2026

TITLE: Consideration and Possible Approval of City Ordinance 2026-16, An Ordinance Of The Moab City Council Amending, Section 2.52.030 (Planning Commission), Chapter 16.08 (Subdivision Procedure), And Section 17.12.050 (Damaged Building Restoration) Of The Moab Municipal Code To Extend The Recording Deadlines For Approved Final Plats And The Related One-Time Extension For Such Plats, To Eliminate The Public Hearing Requirement For Preliminary Plats, To Adjust Planning Commission Attendance Requirements, And To Amend Regulations On Rebuilding Or Renovating Nonconforming Structures And Uses After A Fire Or Calamity

DISPOSITION: Discussion and possible action

PRESENTER/S: Johanna Blanco, Associate Planner

ATTACHMENT/S:

-Exhibit 1 Draft Ordinance 2026-16

OPTIONS: Approve City Council for Ordinance 2026-16, Deny Ordinance 2026-16, giving specific findings for decision, or continue or table action to a later meeting with specific direction to City Staff and Applicant as to additional information needed to make a decision.

POSITIVE MOTION: I move that the Moab City Council approve City Ordinance 2026-16, An Ordinance Of The Moab City Council Amending, Section 2.52.030 (Planning Commission), Chapter 16.08 (Subdivision Procedure), And Section 17.12.050 (Damaged Building Restoration) Of The Moab Municipal Code To Extend The Recording Deadlines For Approved Final Plats And The Related One-Time Extension For Such Plats, To Eliminate The Public Hearing Requirement For Preliminary Plats, To Adjust Planning Commission Attendance Requirements, And To Amend Regulations On Rebuilding Or Renovating Nonconforming Structures And Uses After A Fire Or Calamity.

SUMMARY:

Planning Commission forwarded a positive recommendation to City Council on August 13th, 2026.

This code amendment is brought by the City to streamline and add flexibility to the subdivision process for the benefit of developers, to align the Planning Commission Bylaws with the MMC code section controlling the Planning Commission, and align the non-conforming section of MMC with Utah State Code 10-20-1003.3.



MOAB CITY COUNCIL AGENDA

August 25, 2026

MMC [17.04.120](#) sets the Planning Commission as the advisory body and the City Council as the Land Use Authority for Text Amendments.

MMC 17.04.070 states *"It is the burden of the applicant to provide "good cause" to support a proposed text amendment. For the purpose of establishing and maintaining sound, stable and desirable development within the City of Moab, amendments to the Land Use Code are committed to the sound discretion of the City Council based upon the following nonexclusive list of criteria:*

A. Is the proposed use substantially similar to other authorized uses permitted within the subject zoning district?

No use proposed.

B. Is the proposed use a relatively new use type or development concept that was not anticipated at the time of the adoption of the City's General Plan?

No use proposed.

C. Is the amendment consistent with the policies and goals of the General Plan?

The General Plan encourages collaboration with developers.

D. Will the amendment create significant adverse impacts upon neighboring properties within or adjacent to the zoning districts which would be affected by the change?

No. The subdivision approval process has been administrative. This amendment aligns with this fact.

E. Is it in the public interest to approve the proposed amendment?

Yes. Extending deadlines for recording allows projects to build required infrastructure instead of bonding.

F. Is the amendment likely to lead to a positive redevelopment of a specific area or zone?

No. There is no set zone or area which will be impacted, as this amendment will affect all subdivision applications.

G. Will the amendment provide a variety of options for residents in terms of economic development, affordable housing, or other benefits?

This amendment may allow projects time to record plats without lapsing, producing more projects for the community.

H. Is the amendment appropriate considering the existing conditions in the zoning district, the established relationships between zoning districts, existing land uses and densities, and the scale of both existing and proposed development?



MOAB CITY COUNCIL AGENDA

No specific zoning district proposed.

August 25, 2026

RELEVANT LAWS, STUDIES & PLANS:

Moab Municipal Code 17.04

RESPONSIBLE DEPARTMENT:

Planning Department

FINANCIAL IMPACT:

N/A

CITY OF MOAB ORDINANCE 2026-16

AN ORDINANCE OF THE MOAB CITY COUNCIL AMENDING, SECTION 2.52.030 (PLANNING COMMISSION), CHAPTER 16.08 (SUBDIVISION PROCEDURE), AND SECTION 17.12.050 (DAMAGED BUILDING RESTORATION) OF THE MOAB MUNICIPAL CODE TO EXTEND THE RECORDING DEADLINES FOR APPROVED FINAL PLATS AND THE RELATED ONE-TIME EXTENSION FOR SUCH PLATS, TO ELIMINATE THE PUBLIC HEARING REQUIREMENT FOR PRELIMINARY PLATS, TO ADJUST PLANNING COMMISSION ATTENDANCE REQUIREMENTS, AND TO AMEND REGULATIONS ON REBUILDING OR RENOVATING NONCONFORMING STRUCTURES AND USES AFTER A FIRE OR CALAMITY

WHEREAS, Moab City is a municipality and has authority to adopt land use regulations pursuant to Utah Code § 10-20-501 in accordance with the Municipal Land Use, Development, and Management Act, Title 10, Section 20, Utah Code (“**LUDMA**”); and

WHEREAS, the following findings describe the intent and purpose of this ordinance:

a. The City has enacted Section 2.52.030 (Planning Commission), Chapter 16.08 (Subdivision Procedure), and Section 17.12.050 (Damaged Building Restoration) of the Moab Municipal Code (“**MMC**”) to regulate certain aspects of land use and development within the City Limits in accordance with LUDMA, and from time to time the City undertakes revisions of the MMC’s land use provisions to improve the quality and consistency of land development regulations; and

b. The City intends to amend MMC Sections 16.08.010, 16.08.050, 2.52.030, and 17.12.050 to: (i) extend the deadline to record an approved plat to one year; (ii) extend the related one-time extension to one year; (iii) adjust the minimum attendance requirements for the Planning Commission; (iv) eliminate the public hearing requirement for preliminary plats; and (v) amend municipal regulations regarding the reconstruction or restoration of a noncomplying structure and continue the nonconforming use to the same extent and character, if destroyed by a fire or other calamity, respectively; and

c. The City finds that this ordinance, for the purpose of updating the subdivision process, meets the Text Amendment criteria for consideration; and

d. The Moab Planning Commission reviewed the application in a public meeting held on August 13th, 2026, to review the proposed amendments to MMC Sections 16.08.010, 16.08.050, 2.52.030, and 17.12.050, and issued a [favorable/negative] recommendation to the Moab City Council.

NOW, THEREFORE, BE IT ORDAINED by the Moab City Council that:

1. Amendment. The amendments of MMC Sections 16.08.010, 16.08.050, 2.52.030, and 17.12.050, attached to this ordinance as **Exhibit A**, are APPROVED and ADOPTED into MMC.

2. Severability. If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of this ordinance, or specific application of this ordinance, shall be severed from the remainder, which shall continue in full force and effect.

3. Direction to Staff. Staff are authorized and directed to take such steps as may be needed: (i) for this ordinance to become effective under Utah law, including but not limited to compliance with the requirements of Utah Code § 10-3-711; and (ii) to revise the MMC to include the ordinance, including but not limited to making non-substantive edits to correct any scrivener’s, formatting, and numbering errors.

4. Effective Date. This ordinance will take effect immediately upon posting pursuant to Utah Code § 10-3-712.

PASSED AND APPROVED this day of 2026, by a majority of the City of Moab City Council.

SIGNED:

Joette Langianese, Mayor

Date

ATTEST:

Sommar Johnson, Recorder

Voting:

Council Member	_____	voting	_____
Council Member	_____	voting	_____
Council Member	_____	voting	_____
Council Member	_____	voting	_____
Council Member	_____	voting	_____

(Complete as Applicable)

Date ordinance summary was posted to the Moab City website, the Utah Public Notice website, and in a public place within Moab City per Utah Code §10-3-711: _____

Effective date of ordinance: _____

EXHIBIT A

The following amendments to the MMC, which are indicated in underline and/or strikethrough edits, are adopted.

AMENDMENT TO 16.08.010 Preliminary Procedure – Timelines

Before dividing any tract of land into two or more lots, a subdivider shall contact the Moab City Planning Coordinator to obtain the required application form and the maintained and published list of the items comprising the complete subdivision application.

A. The applicant may request a preapplication meeting which City staff must provide within fifteen business days after the request.

B. At the preapplication meeting, the ALUA and designated City staff shall provide or make available on the City's website the following:

1. Copies of applicable land use regulations and code provisions;
2. A complete list of standards required for the project;
3. Preliminary and final application checklists; and
4. Feedback on the concept plan of the subdivision.

C. Prior to or coincident with the submission of the preliminary subdivision application, the applicant shall file with the Planning Coordinator a completed subdivision information form or forms as furnished by the Planning Coordinator, including:

1. The application;
2. The owner's affidavit;
3. An electronic copy of all plans in PDF format;
4. The preliminary subdivision plat drawings; and
5. A breakdown of fees as established by resolution due upon approval of the application.

D. The applicant shall file eight black and white prints of the preliminary plat prepared in conformance with the provisions of this title with the Planning Coordinator for examination and subsequent approval or disapproval.

~~E. After a public hearing noticed according to Section 10-9a-207, Utah Code Annotated, 1953, as amended, the prints shall be filed at least thirty business days prior to the Planning Coordinator's meeting at which time the plat may be considered, and shall be accompanied by a filing fee.~~

F. No later than fifteen business days after the complete preliminary subdivision application is submitted, the Planning Coordinator shall complete the initial review of a complete preliminary subdivision application submitted for ordinance review.

G. Within one year after receiving approval of the preliminary subdivision plan and plat by the Planning Coordinator, unless such time is extended by the Planning Coordinator, the applicant shall submit the original and three copies of the final plat to the Planning Coordinator for final approval or disapproval.

H. Following final approval by the Planning Coordinator, the final plat bearing all official signatures and/or approvals as herein required shall be submitted to the office of the county recorder for recording by the subdivider. A sepia, autpositive, CD disc or other reproducible copy together with two standard prints of the final plat shall be supplied to the Planning Coordinator.

I. The final plat of a subdivision shall be recorded within a period of ~~one hundred eighty days~~ one year following approval by the Planning Coordinator. A one-time extension of an additional ~~thirty days~~ one year may be granted at the discretion of the Planning Coordinator.

J. Failure on the part of the subdivider to record a final plat of a subdivision within the time period above shall render the plat invalid and require reconsideration by the Planning Coordinator, acting as the ALUA, before its acceptance.

AMENDMENT TO 16.08.050 Vacating or changing a subdivision plat.

Any proposed vacation, alteration, change or amendment to a subdivision plat must comply with the Utah State Code ~~requirements regarding~~ ~~requirements of Section 10-9a-205, Utah Code Annotated, 1953, as amended, and the requirements of and the~~ vacation or change in platted subdivision ~~outlined by Section 10-9a-608, Utah Code Annotated, 1953, as amended.~~

Application/ Action	Administrative Body	Land Use Authority	Appeal Body	Required Public Hearing
Prelim Plat	ALUA	Planning Coordinator	AA	Yes No
Final Plat	ALUA	Planning Coordinator	AA	No
Amend Plat*	ALUA	Planning Coordinator	District Court	No
Amend Plat	ALUA	Planning Coordinator	District Court	Yes ALUA
Modify Lot Lines	ALUA	Planning Coordinator	AA	No
Subd Ord/ Amend	ALUA	Planning Coordinator	District Court	Yes ALUA
Condo. Conversion	Staff	Planning Coordinator	Appeal Authority	No
New Condo. App.	(See procedures for site plan, subdivision, or planned developments, as applicable)			

*If all owners within the plat sign to permit amendment and it does not involve vacation of a public R-O-W, the planning coordinator may approve without public hearings.

Proof of sewer or water availability for non-City authorities. Developer is required to submit a letter from a sewer and water authority stating that the authority can and will provide water or sewer or both, to any subdivision, multi-residential or industrial development located within Moab City where the City is not the provider of such services. The required letter shall be submitted prior to preliminary plat approval and shall provide size, condition and capacity of water and sewer lines that are intended to provide such services to the development. The letter does not suspend the requirement for an applicant to submit a subdivision improvement plan on a final subdivision application.

AMENDMENT TO 2.52.030 Terms – Minimum attendance – Standards removal – Filling vacancies.

The terms of office of each member of the Planning Commission shall be for three years. ~~Commissioners who fail to attend seventy-five percent of the meetings or have three or more unexcused absences may be removed from the Commission. Planning Commission members must attend a minimum of seventy-five percent of all Planning Commission meetings held during the course of a calendar year in order to remain a member of the Planning Commission.~~ This ongoing determination of attendance shall be conducted by planning department staff and forwarded to the chairperson of the Planning Commission, the City Manager and Mayor and City Council. Vacancies and/or removals occurring otherwise than

through the expiration of terms shall be filled by appointment by the Mayor with the consent of City Council. Members may be removed, with or without cause, by a majority vote of City Council.

AMENDMENT TO 17.12.050 Damaged Building Restoration.

A. The following changes or alterations may be made to a nonconforming building provided that such changes or alterations do not exceed fifty percent of its assessed valuation, excluding the value of the land, for tax purposes at such date unless such building or structure is changed to a conforming use.

1. Repairs may be made to a non-complying building or to a building housing a nonconforming use that has been officially declared unsafe to restore it to a safe condition. All structural alterations shall be made as required by law or as established by a health or safety official. No further expansion or change in use can be undertaken contrary to the provisions of this title unless a health or safety official, acting in his official capacity, requires such increase or expansion. Such expansions shall be limited to that which is required to comply with the minimum requirements.
2. Maintenance repairs may be made to a non-complying building to maintain an acceptable condition of a building.
3. Any structural alterations that would not increase the degree of nonconformance or which would change the use to a conforming use.

B. If a nonconforming structure or a structure occupied by a nonconforming use is destroyed by fire ~~or other calamity, the elements or other cause,~~ it may be rebuilt and/or continue the nonconforming use ~~to the same extent and character as documented before the calamity, to conform to the provisions of this code~~ except as follows:

1. The structure or use has been abandoned
 2. The structure has been allowed to deteriorate to a condition that the building official has determined that structure is uninhabitable in accordance with applicable laws and regulations, and is not repaired or restored within six months after the day on which written notice is served to the property owner that the structure is uninhabitable.
 3. The property owner has voluntarily demolished a majority of the noncomplying structure or the building that houses the nonconforming use.
- ~~1. In the case of partial destruction of a structure occupied by a nonconforming use not exceeding fifty percent of its replacement value, reconstruction may be permitted subject to the following standards:~~
- ~~a. The size and function of the nonconforming use shall not be expanded; and~~
 - ~~b. Work on the restoration of the use must begin within twelve months of the time of the calamity.~~
- ~~2. A residential structure that is destroyed fifty percent or more of its replacement value and is nonconforming only because it does not meet the minimum required dwelling unit floor area, may be reconstructed subject to the following standards:~~
- ~~a. The replacement residential structure may be the same size or it may be larger than the destroyed structure provided that the new structure conforms with all other requirements of the zone district; and~~
 - ~~b. The replacement residential structure conforms to all adopted building codes, including but not limited to: currently adopted city construction codes;~~
 - ~~c. All manufactured housing must comply with the requirements of this code. (Ord. 10-15, 2010)~~

SUMMARY OF

MOAB CITY
ORDINANCE NO. [insert number]

On [Date], the Moab City Council enacted Ordinance No. [insert number], to amend Section 2.52.030 (Planning Commission), Chapter 16.08 (Subdivision Procedure), and Section 17.12.050 (Damaged Building Restoration) of the Moab Municipal Code to: (i) extend the recording deadlines for approved final plats and the related one-time extension for such plats; (ii) eliminate the public hearing requirement for preliminary plats; (iii) adjust planning commission attendance requirements; and (iv) to amend regulations on the rebuilding or renovation of non-conforming structures and uses after a fire or calamity.

SIGNED:

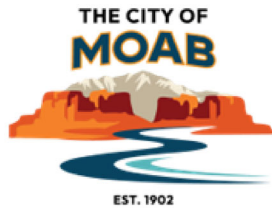
Joette Langianese, Mayor

Date

ATTEST:

Sommar Johnson, Recorder

A complete copy of Ordinance No. [insert number] is available in the Moab City offices located at 217 E. Center Street, Moab, UT 84532.



MOAB CITY COUNCIL AGENDA

Click or tap to enter a date.

TITLE: Consideration of a Contract Award to RevTech Services for IT Security and Support Services

DISPOSITION: Discussion and possible action

PRESENTER/S: Sommar Johnson, Recorder

ATTACHMENT/S: (1) RevTech Services proposal, (2) IT RFP, (3) Standard Contract

STAFF RECOMMENDATION: “I move to approve the contract with RevTech Services in the amount of \$338,596.88 and authorize the Mayor to sign the contract.”

OTHER OPTIONS:

SUMMARY:

After a decade with our current service provider and discussions regarding price increases, the City of Moab issued an RFP for Information Technology Security (Cyber Security) and Information Technology Support in March of this year. We received a total of twenty-one responses; however, four were determined to be incomplete because the required information was not included.

The initial contract with ProVelocity was completed in 2016 with an original term of 12 months followed by annual renewals. Although the original contract did not specify an on-site field tech, ProVelocity provided one as a courtesy. When ProVelocity merged with IronEdge Group in 2023, they assumed the annual contract renewals but struggled with the cost of an on-site field tech. IronEdge Group preferred to utilize their help desk rather than the on-site tech. Unfortunately, the help desk could not always provide the services needed. The IT RFP issued in March required an on-site field tech to respond to day-to-day technology needs with escalation support for critical incidents.

Staff are recommending RevTech Services because they meet the established criteria outlined in the RFP, they are a local firm, they are familiar with our current technology, and they meet the budgetary requirements (\$27,087.75 per month with one-time costs of \$13,543.88).

RELEVANT LAWS, STUDIES & PLANS:

Information Technology Security (Cyber Security) and Information Technology Support are critical components of the City's operations.

RESPONSIBLE DEPARTMENT:

The Recorder's Office manages the IT contract.

FINANCIAL IMPACT:

Funding for this project is budgeted in the General Fund.

CITY OF MOAB

REQUEST FOR PROPOSALS

**Information Technology Security (Cyber Security) and Information
Technology Support Services**

March 2026

PROPOSAL SUBMITTED BY



RevTek Services

Edward G. Woods

Owner & Founder

Moab, Utah Operations

11 N Main St Ste 5, Moab, UT 84532

Submitted: April 27, 2026

RevTek Services | Moab, Utah | (435) 355-0587 | info@revtek.us

TABLE OF CONTENTS

A. Executive Summary	3
B. Proposal Details (The Solution)	5
1. Part 1 – Cyber Security & Compliance	5
2. Part 2 – IT Support Services.....	6
3. Part 3 – AI Governance & Strategy	7
4. Approach and Methodology	8
5. Service Level Objectives (SLOs)	8
6. Escalation Path	9
7. Co-Managed Options	9
8. Transition Plan	9
C. Company Qualifications & Experience	10
1. Municipal Experience	10
2. Key Technology Partnerships.....	10
D. References	11
E. Implementation & Onboarding Plan.....	12
1. Onboarding Timeline (Typical 30–45 Days)	12
F. Sample Documentation	13
G. Total Cost Summary	13
1. Monthly Recurring Fees (1-Year Term + Beyond).....	14
2. Onboarding / Transition Fee.....	14
3. Gold Tier – All-Inclusive Flat Fee (No Surprise Billing)	14
4. Hardware, Software & Materials	14
5. Pass-Through Tool & Licensing Costs (Per City Q&A Preference)	14
6. Gold Tier Integrity & Required Components.....	15
7. Detailed Cost Breakdown	15
8. Key Inclusions (No Additional Charges)	16
9. Key Exclusions	17
10. True-Up Clause	17
H. Contract Documents & Exceptions.....	17
1. Limited Exceptions	17
Appendix A – Sample Reports	19
Appendix B – Business Licenses.....	56
Appendix C – Current Certificates of Insurance	63

A. Executive Summary

RevTek Services is pleased to submit this proposal in response to the City of Moab's Request for Proposals for Information Technology Security (Cyber Security) and Information Technology Support Services. RevTek Services is a Colorado-registered Limited Liability Company, duly qualified and registered to do business in the State of Utah as a foreign entity. We are a currently licensed business in Moab and an Arch 3 (Gold) member of the Moab Chamber of Commerce, with all primary operations and dedicated service delivery currently centered in Moab. Edward G. Woods, Owner of RevTek Services, is a full-time resident of Moab, which enables RevTek to provide both primary and secondary coverage to meet the City's 24/7/365 support requirements. Following Mr. Woods' recent relocation to become a full-time resident of Moab, RevTek Services is actively seeking to domesticate as a Utah entity in the near future with our primary office located in Moab.

RevTek Services utilizes a **locals first** philosophy for both internal operations and client needs. If goods, services, or partnerships can be sourced locally, RevTek prioritizes Moab and Grand County businesses before considering non-local options. This commitment extends to our own procurement practices and partnerships, as we actively encourage other local businesses to utilize Moab-based IT providers and apply the same philosophy to our internal requirements.

Complementing our locals first philosophy, RevTek has implemented a company-wide compensation policy that ensures all employees, including new hires, are paid at or above the median household income for the location in which they are assigned to work. This policy allows our team members to obtain a livable wage and flourish alongside the local community they serve.

RevTek brings direct, relevant experience to this engagement. The owner, Mr. Woods, previously supported the City of Moab account during his prior employment with the incumbent providers and holds Utah Criminal Justice Information System (UCJIS) and Criminal Justice Information Services (CJIS) certifications. Upon award, RevTek will immediately bring on Denny McCarrell — the incumbent provider's current dedicated onsite technician — who has already verbally agreed to a contingent employment offer with RevTek Services pending contract award. He will join as our full-time Tier 1 and Tier 2 resource for all City matters. Mr. Woods, as a full-time Moab resident, will provide Level 3 and vCIO support and additional onsite assistance during overflow periods or as needed, including projects to advance the City of Moab's long-term planning and improve systems and public service. Furthermore, RevTek fully understands the City's specific IT environment due to direct prior support for the City's systems by RevTek's employees. We can support the City's systems and users via a service stack that was created with the City's needs in mind. RevTek maintains a modest client base while continuing to grow since late 2025 allowing us to devote fully on the clients' needs. As such, we can guarantee full dedication of company resources to the City of Moab throughout the first 12 months to ensure complete stabilization.

RevTek recognizes the heightened compliance demands of supporting the Moab Police Department (CJIS/UCJIS, Spillman, Fatpot, Axon) alongside Water/Reclamation Supervisory Control and Data Acquisition (SCADA) networks, and the importance of maintaining secure, reliable service for all City staff.

Our proposal delivers a true defense-in-depth cybersecurity program (24/7/365 Security Operations Center (SOC), Endpoint Detection and Response (EDR)/ Managed Detection and Response (MDR), Zero Trust, immutable backups) which fully aligns with Federal Bureau of Investigation (FBI) CJIS Security Policy and Utah Bureau of Criminal Identification (BCI)/UCJIS requirements. We implement this program using proactive IT support (e.g., 40 hours/week dedicated onsite technician at City Hall, daily scans, active security monitoring for all endpoints and network devices). Additionally, RevTek Services would propose a complete AI Governance framework with in-house capabilities that addresses unmanaged AI risks while enabling secure, private AI usage in the future.

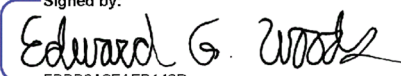
RevTek and our team maintain or will immediately obtain all preferred certifications and partnerships relevant to the City's environment, including SonicWALL, Ubiquiti Networks, Microsoft, Google Workspace, Kaseya, Datto, and Cloudflare, along with proven municipal and public-safety experience.

RevTek's Gold Tier pricing offers the best value for unlimited service to the City. Additionally, RevTek is offering a Year-1 introductory discount to demonstrate our commitment to a long-term, best-value partnership with the City of Moab. We are also fully prepared to meet all additional insurance requirements upon award.

Should the City's needs change in the future, RevTek offers flexible alternative pricing with our Silver and Bronze Tiers to support operations at a reduced cost while maintaining security, updates, and management of critical systems. We also offer co-management options, providing tools and enabling any future in-house technicians with the software they need to accomplish their jobs.

This strong local commitment, paired with a deliberate slow-paced client acquisition strategy, allows us to provide exceptional stabilization support during the onboarding process. RevTek is able to develop tailored IT solutions that align with the unique needs of Moab's tourism-based economy. Additionally, RevTek will complete domestication as a Utah LLC within 60 days of award and provide certificates of insurance naming the City as additional insured upon contract execution. RevTek looks forward to the opportunity to serve the City and its vibrant community as the trusted local technology partner.

Submitted by:

Signed by:  _____
FBBB6A2FAFB142D...

Date: April 27, 2026

Edward G. Woods, Owner & Founder
(435) 355-0587 ext. 4000
ewoods@revtek.us

RevTek Services | Moab, Utah | (435) 355-0587 | info@revtek.us

B. Proposal Details (The Solution)

RevTek Services will deliver a fully integrated, proactive Managed Services solution that satisfies every requirement in Parts 1, 2, and 3 of the RFP. Our approach combines defense-in-depth cybersecurity, dedicated onsite support, and modern AI governance while leveraging the City's existing SonicWALL, Ubiquiti, Hyper-V, Google Workspace, and Microsoft 365 environment. RevTek will evaluate existing hardware for any necessary end-of-life replacements or support and actively work to update in the most economical manner possible. Therefore, no "rip-and-replace" is required during onboarding.

1. Part 1: Cyber Security & Compliance (CJIS, SCADA, and SOC Capabilities)

RevTek provides a true 24/7/365 SOC through RocketCyber with full Security Information and Event Management (SIEM), EDR/MDR, and human-led investigation. A dedicated team of analysts oversees all automated responses, reviewing alerts in their full context to make informed judgments and take further action (i.e., whether it is a real-time active threat or a non-urgent event that simply needs flagged for further review). This includes:

- Continuous monitoring and response for all endpoints, servers, network devices (**RocketCyber**), and cloud workloads (**SaaS Alerts**)
- Managed Intrusion Detection with 24/7/365 SIEM integration (**SonicWALL** and **RocketCyber**)
- Advanced Endpoint Detection and Response (EDR/NGAV) via **Datto AV & EDR**
- Automated patching (**Datto RMM**), vulnerability scanning (**VulScan** by **RapidFire Tools**), and privileged access management (**CyberFox AutoElevate**)
- Protective DNS & Content Filtering via **Cloudflare One Enterprise** (included for 200 users) with WARP client agents for full roaming/laptop protection
- Dark-web monitoring (**DarkWeb ID**) and email security (**SpamHero** and **Cloudflare PhishGuard**)
- Immutable backups using: **Datto SIRIS 6 + ALTO** with Instant Local or Cloud Virtualization and daily automated integrity checks via Virtual Machine screenshot verification; and **SaaS Backup** for Cloud Backups of Microsoft 365 and Google Workspace
- Fully encrypted Password Management (**Bitwarden**) with a local hosting option
- Full compliance with FBI CJIS Security Policy and Utah BCI/UCJIS requirements (Mr. Woods holds prior certifications and will serve as interim Local Agency Security Officer [LASO])

SCADA and perimeter security are maintained through SonicWALL/Ubiquiti Unifi management with strict network segmentation and third-party vendor coordination (Dorsett Controls and SKM Engineering). All services include real-time visibility and monthly compliance reporting.

All RevTek technicians assigned to the City account will maintain current Federal CJIS Security & Privacy Training (Level 4 / Privileged Role) and will complete UCJIS Training and Proficiency Testing initially and every two years thereafter as required by Utah Administrative Rule R722-900. RevTek also fully complies with Department of War (DoW) 5220.22-M standards for media sanitization and destruction when hard drives or other media are retired or replaced.

RevTek will provide hands-on end-user support for Council Chambers AV systems, including recording/streaming/hybrid meetings, and serve as the primary liaison with the A/V integrator.

RevTek will collaborate with the City to define, document, and maintain a formal Incident Response Plan aligned with CJIS/UCJIS requirements, with execution handled via our 24/7/365 SOC.

2. Part 2: IT Support Services (Help Desk, Onsite Support, and vCIO)

RevTek will serve as the City's proactive Managed Services Provider with the following capabilities:

- **Infrastructure & Server Management:** Full administration of the Microsoft Hyper-V environment (2 physical hosts + ~16 virtual servers serving ~200 internal end users), Active Directory, Group Policy, Azure AD Sync, and Synology SAN/iSCSI storage.
- **Network & Connectivity:** Management of the multi-site WAN, VLAN segmentation (Voice, Data, Guest, SCADA, CJIS), SonicWALL firewalls, Ubiquiti/Cisco switching, and Meraki/UniFi wireless.
- **Remote End-User & Application Support:** 24/7/365 help desk via AutoTask, vendor liaison services for all mission-critical applications (Spillman, Fatpot, Pelorus, Axon, 3CX, etc.), and full administration of Google Workspace and Microsoft 365 tenants.
- **Dedicated Onsite Staffing:** Denny McCarrell will serve as RevTek's dedicated onsite Tier 1/Tier 2 technician at City Hall for 40 hours per week (M–F, 8:00 AM – 5:00 PM, plus overtime as needed) and will be the primary “Face of IT” for all City Tier 1 and Tier 2 matters.
- **Voice & Physical Security Support:** Full support and management of the 3CX VoIP system, Yealink handsets, Axis/Unifi door access, and camera systems.
- **Strategic Planning & vCIO Services:** Quarterly Strategic Business Reviews via myITprocess, technology roadmaps, budgeting assistance, and lifecycle planning.

- **Professional Services:** RevTek executes all Information Technology-related projects using formal project management best practices. We utilize detailed Statements of Work (SOWs), project kick-off meetings, cutover planning, change control processes, and post-implementation reviews. We follow structured Project Management methodologies equivalent to a Project Management Office (PMO) to ensure projects are delivered on time, within scope, and with clear communication while retaining flexibility.
- Security Awareness Training with Phishing Simulations (**BullPhish ID**)

RevTek will maintain a single, consistent, primary onsite resource to ensure continuity and deep institutional knowledge. In the event of training, vacation, or other unavoidable circumstances, RevTek will provide advance notice and a fully qualified backup resource. The City retains the right to request a change in the dedicated resource at any time, and RevTek will work cooperatively to minimize disruption.

3. Part 3: AI Governance & Strategy (Unmanaged AI Detection and Secure AI Platforms)

RevTek will implement a complete AI Governance program to balance productivity with security and compliance:

- **AI Visibility & Assessment:** Automated scanning via **Cloudflare One** to identify unmanaged AI usage (e.g., ChatGPT, Claude) and provide monthly risk reports.
- **Secure AI Access Platform:** Deployment of a managed, enterprise-grade gateway leveraging the City's existing Microsoft 365 tenant with Purview governance controls and **Cloudflare One Enterprise** (licenses included for 200 users) to ensure City data (CJI, PII) is never used to train public models with user prompt reporting.
- **Private LLM Recommendation (Phased Implementation):** Once AI governance policies are fully established and the City has gained confidence with managed AI tools, RevTek will develop and assist with deploying a secure, in-house Large Language Model (LLM) on the City's existing Hyper-V infrastructure. This will consist of an Ubuntu Docker VM running an LLM container (e.g. Ollama, vLLM), ensuring all AI LLM data remains entirely within City custody and never leaves the local network. Remote access will be provided securely via **Cloudflare Tunneling**. The rollout will begin with critical staff only, then expand city-wide after the City invests in dedicated hardware that will accommodate 200 users. RevTek will continue to support the City's existing cloud AI providers if they choose to use them alongside the in-house solution, such as Peach Reports AI for the Police Department that is specifically geared toward the PD's needs with enterprise support, for a hybrid solution.

- **Policy & Governance Development:** RevTek will draft a comprehensive “City of Moab Artificial Intelligence Acceptable Use Policy” within the first 90 days, including department-specific guidance for high-risk areas such as the Police Department, after gathering the City’s needs and current use cases.
- **Training & Education:** Quarterly live and on-demand training delivered through the **BullPhishID** security awareness platform, with AI-specific phishing simulations and safe-usage modules.

All three parts of “the solution” are delivered through a single, cohesive platform stack with executive dashboards, asset management reports, and strategic reviews (samples attached in Appendix A) to safeguard current AI use. Once established, RevTek will develop the in-house AI server, discussed in the private LLM recommendation above, to provide AI productivity and tool advantage without any City information leaving City custody.

Approach and Methodology

RevTek’s support philosophy balances proactive, defense-in-depth cybersecurity and infrastructure management (Part 1) with responsive end-user support (Part 2) and forward-looking innovation through AI governance (Part 3). We emphasize prevention and automation (24/7/365 SOC monitoring, immutable backups, automated patching, and vulnerability management) while maintaining rapid, personal response through dedicated onsite staffing and unlimited labor.

Our support structure is built around deep familiarity with the City’s exact environment. Mr. Woods personally supported the City of Moab account with the incumbent provider and holds UCJIS and CJIS certifications. We will immediately bring on the incumbent provider’s current dedicated onsite technician, Denny McCarrell, as our full-time employee and Tier 1/Tier 2 resource, ensuring institutional knowledge transfer and continuity. RevTek also operates with a sole decision maker for critical incidents and urgent business wide decisions, allowing RevTek to respond quickly and flexibly for our clients.

Service Level Objectives (SLOs)

First Response Targets:

- Critical (system outage or active security incident): 30 minutes
- High priority: 4 business hours
- Medium / Low priority: 8 business hours

Resolution Plan Targets:

- Critical (system outage or active security incident): 1 hour
- High priority: 8 business hours
- Medium / Low priority: 24 business hours

Issue Resolved Targets:

- Critical (system outage or active security incident): 4 hours
- High priority: 24 business hours
- Medium / Low priority: 48 business hours

RevTek Services is committed to achieving these target timelines with 95% reliability.

Escalation Path

Tier 1 and Tier 2 issues will be handled by Mr. McCarrell and RevTek's 24/7/365 help desk. Tier 3 engineering escalations route directly to Mr. Woods. Customer Success Manager (CSM) engagement occurs for any strategic, compliance, or complex project-related matters and will fall under Mr. Woods' purview as owner.

Co-Managed Options

RevTek's tool stack (Datto RMM, AutoTask PSA, Datto EDR, RocketCyber, ITGlue, and myITprocess) is fully designed for collaboration. Revtek also offers designated City IT staff (i.e., the main point of contact(s) for RevTek's IT services) read/write access to monitoring tools, ticketing system, documentation platform, and real-time security dashboards so they can actively participate in ticket resolution and system oversight, if desired.

Transition Plan

As detailed in Section E of this proposal, we will execute a secure, auditable transfer of all administrative credentials, CJIS-related documentation, and domain access from the incumbent provider while maintaining full operational continuity and regulatory compliance.

C. Company Qualifications & Experience

Revolutionary Technology Services LLC, d/b/a RevTek Services, is a Colorado-registered Limited Liability Company established on June 19, 2025. We are duly qualified and registered to do business in the State of Utah as a foreign entity. Following Mr. Woods' recent relocation to become a full-time resident of Moab, RevTek Services is actively seeking to domesticate as a Utah entity in the near future with our primary office located in Moab. Currently, RevTek consists of 1 owner (Mr. Woods), 1 non-technical marketing employee, and 3 administrative stakeholders who handle back-office duties so Mr. Woods can remain fully devoted to delivering IT services to clients.

Municipal Experience

RevTek brings proven, hands-on experience supporting local government and public safety environments of similar size and complexity. Mr. Woods previously supported the City of Moab account directly while with the incumbent providers. Additional relevant municipal experience includes:

- Town of Palisade, Colorado (including Police Department support)
- City of Fruita, Colorado (including Police Department support)
- County of Pitkin, Colorado – full infrastructure and server migration projects, Sheriff's Office, and regional Dispatch services
- City of Craig, Colorado – complete managed IT support

This background ensures immediate familiarity with CJIS/UCJIS compliance, SCADA network segmentation, specific needs of a police department, and the operational realities of small-to-mid-size municipalities and Utah state requirements.

Key Technology Partnerships

RevTek maintains active, authorized partnerships with the platforms most relevant to the City's current environment:

- Lenovo and Dell (Servers and Endpoints), SonicWALL Bronze Partner (Firewalls)
- Microsoft and Google Reseller for SaaS and OS Licensing
- Ubiquiti Networks MSP Partner (switches, wireless, door access, cameras)
- Synology Reseller Partner (local NAS and SAN)

These partnerships, combined with RevTek's direct operational experience in the City's exact technology stack, allow for rapid onboarding, seamless integration, long-term support, and continued growth and advancement without disruption.

D. References

RevTek Services provides the following references from previous projects of equivalent size and scope. At least one reference is from a government entity to verify CJIS/UCJIS compliance capabilities. Additional UCJIS-specific references from Moab Police Department staff are also provided.

1. Government Reference

Canyonlands Solid Waste Authority (Local Government Entity)

Contact: Christopher Scovill Title: Executive Director Phone: (435) 260-6121 Email: cscovill@swssd1ut.gov	Secondary Contact: Lily Houghton Title: Administrative Coordinator Phone: (435) 210-2546 Email: lhoughton@swssd1ut.gov
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Project Scope: Full managed IT services, cybersecurity program management, network support, and compliance services (ongoing client).

2. Municipal Reference

County of Pitkin, Colorado

Contact: Brandon Taylor

Title: Senior Technical Engineer (former)

Phone: (719) 671-2343

Project Scope: Tier 3 infrastructure and server migration projects, full network upgrades, and complex municipal environment support with dispatch and law enforcement operations.

3. Municipal Reference

City of Craig, Colorado

Contact: John Meinhart

Title: IT Technician / Former Account Representative

Phone: (970) 826-2015

Email: jmeinhart@cityofcraig.org

Project Scope: Complete managed IT support services, help desk, server management, and network administration for a full-service municipality.

Additional UCJIS-Specific References (Moab Police Department)

Cindy Montague , Evidence Technician Phone: (435) 260-0040 Email: cindy@moabcity.gov	Gerri Neumeier , Detective Phone: (435) 259-8938 Email: gerri@moabcity.gov
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E. Implementation & Onboarding Plan

RevTek Services has developed a proven, low-disruption onboarding methodology specifically designed for municipal clients transitioning from an incumbent provider. Our approach emphasizes continuity, security, and minimal impact on City operations. Mr. Woods, has prior experience supporting the City, as such we can accelerate the onboarding transition while maintaining user access and strict UCJIS compliance.

Onboarding Timeline (Typical 30–45 Days)

Phase 1: Discovery & Planning (Days 1–7)

- RevTek will immediately bring on Denny McCarrell as our Tier 1 and Tier 2 resource.
- Kick-off meeting with the City’s point of contact and “Power Users”.
- Comprehensive asset discovery, documentation review, and environment mapping (e.g., Onsite Hardware Evaluation, software inventory).
- Coordinated knowledge-transfer sessions with the incumbent provider.
- Immediate execution of Utah BCI Non-User Security Agreements and enrollment in Rap Back for all RevTek personnel with access.

Phase 2: Secure Credential & Documentation Transfer (Days 8–14)

- Professional, auditable transfer of all administrative credentials, domain access, configuration files, and operational documentation from the incumbent.
- Mr. Woods will serve as LASO during and after the transition to ensure uninterrupted CJIS compliance.

Phase 3: Staffing & Operational Handover (Days 15–30)

- Full cutover of monitoring, patching, backup, help desk, and security services with Mr. McCarrell and Mr. Woods handling Tier 1/Tier 2 support and any escalations.

Phase 4: Stabilization & Optimization (Days 31+)

- Daily check ins and trainings with City staff for the first 30 days post-cutover.
- Delivery of the first Strategic Business Review, AI Governance policy, and sample reporting.
- Performance validation, fine-tuning, and formal hand-off to steady-state operations.

This structured yet flexible plan ensures zero downtime, full regulatory compliance, and a seamless hand-off from the incumbent provider. RevTek will work closely with the incumbent throughout the process to maintain professionalism and continuity.

F. Sample Documentation

RevTek Services is committed to full transparency and provides clients with detailed, actionable reporting to support informed decision-making and strategic IT governance. Our reporting suite is populated via our integrated platform stack (RocketCyber SOC, Datto RMM/EDR, myITprocess, Cloudflare One, and Kaseya tools) and delivers real-time visibility into system health, security posture, asset management, ticket trends, and AI governance.

Representative samples of the reports required under Part 4 of the RFP are provided in **Appendix A – Sample Reports**. These examples include:

- **Monthly Executive Summary (System Health):** At-a-glance overview of overall IT environment health, including uptime statistics, security incident summaries, patch compliance, backup success rates, and key performance metrics.
- **Asset Management & Lifecycle Report:** Automated tracking of hardware and software assets, warranty status, utilization metrics, and recommended refresh timelines to support budgeting and risk reduction.
- **Strategic Business Review (SBR) Summary:** Quarterly executive-level review covering system health, ticket trends, technology roadmap, and budget recommendations.
- **AI Governance & Usage Risk Report:** Identification of unmanaged AI tool usage (e.g., ChatGPT, Claude), associated security/privacy risks to CJIS/PII data, and adoption metrics for approved secure AI platforms.

All reports are customizable, delivered through secure communications, and available on monthly, quarterly, or on-demand schedules. Real-time executive dashboards are also accessible 24/7/365 via co-management tools to the main point(s) of contact for RevTek's IT services. These samples illustrate the level of insight and compliance visibility the City of Moab will receive under RevTek's Gold Tier services.

G. Total Cost Summary

RevTek Services proposes the following transparent, all-inclusive fixed-fee pricing based on the approximate counts provided in the RFP Technology Profile (~200 internal end users / 180+ managed endpoints / 18 servers / 50 network devices). All services across Parts 1 (Cybersecurity), 2 (IT Support), and 3 (AI Governance) are covered under a single **Gold Tier** monthly recurring fee.

Monthly Recurring Fees (1-Year Term + Beyond)

Period	Monthly Fee
Year 1 (Months 1-12) (Introductory Rate)	\$27,087.75
Year 2+ (Months 13+) (Standard Gold Tier rate)	\$30,097.50

Onboarding / Transition Fee

A one-time onboarding fee of **\$13,543.88** (50% of the Year 1 monthly rate) will be invoiced for the first month only. This heavily reduced price is due to the overlap with the incumbent provider's final month of full-service and will be used in the acquisition and deployment of all required insurances, employees, software licensing and tools, the secure transition of credentials, and necessary documentation.

Gold Tier – All-Inclusive Flat Fee (No Surprise Billing)

The Gold Tier is a true flat-fee model. **There are no additional labor charges** for any listed contracted services below, including projects, migrations, low-voltage cabling, installing/replacing door access controls, and network cameras. Any services that are not specified in this proposal that extends beyond the network (e.g., Management of Body Cameras, Dash Cameras, Taser Evidence Base, Cloud Evidence Services, Non-Windows Mobile Devices, 4G/5G LTE devices) can be supported with additional service and management fees should the need arise.

Hardware, Software & Materials

All one-time hardware, software, and material acquisitions will be provided to the City at a **maximum 10% markup**. This ensures the City receives the best possible hardware and solutions at “best value” prices.

Pass-Through Tool & Licensing Costs (Per City Q&A Preference)

Consistent with the City's stated preference in the RFP Q&A, major security, monitoring, backup, and platform licensing costs (including RocketCyber SOC/SIEM/MDR, Datto EDR/RMM, Cloudflare One Enterprise, immutable BCDR solutions, and related tools) will be billed as **separate pass-through, tax-exempt line items** directly to the City.

Gold Tier Integrity & Required Components

The Gold Tier is offered as a comprehensive, all-inclusive managed service solution. All items included in the Base Service Tiers (and the associated Add-On Services) are required to fully deliver the scope of work across Parts 1, 2, and 3 of the RFP. These components cannot be excluded or unbundled while maintaining the quoted Gold Tier pricing structure, service levels, and performance commitments outlined in this proposal. The monthly Gold Tier management fee assumes the complete technology stack will be utilized.

Detailed Cost Breakdown

Base Service Tiers (Gold Tier)

- Next Gen Anti-Virus, EDR/MDR, RMM, SOC Kaseya 365 Bundle (258) - \$1,354.50
- Security Awareness Training, Dark Web, and SaaS Alerts Kaseya 365 Bundle (200) - \$750.00
- AutoElevate Privileged Access Management (197) - \$886.50
- Ninite Pro Advanced Software Management (197) - \$197.00
- Duo MFA User Authentication for Local and Cloud Access (200) - \$600.00
- Bitwarden Password Manager – Enterprise (200) - \$1,200.00
- Cloudflare Zero Trust Users (AI Governance, DNS Filtering, Remote Users) (200) – \$2,400.00
- Business Continuity and Disaster Recovery – Onsite and Cloud Storage (24) – \$3,000.00
- BCDR Management (1) - \$936.00
- Whole Domain Inbound and Outbound SpamHero Spam Filter (1) - \$10.00
- MSP360 Backup Software (2) - \$72.00
- CoreView Configuration Manager M365 Compliance and Backup (1) - \$50.00
- User Endpoints Unlimited Support – Windows (180) – \$2025.00
- Hosting Servers Unlimited Support - Windows (2) - \$188.50
- Servers Unlimited Support - Windows (15) – \$3,963.75
- Servers Unlimited Support – Linux (1) - \$260.25
- Network Devices Unlimited Support (60) – \$525.00
- Users Unlimited Support (200) – \$10,250.00

- Email Management Services (1) – \$102.50
- Backups Offsite Cold Cloud Storage [Fluctuates Monthly] – 1TB (24) - \$144.00
- 3CX Phone Server Licensing Per 40 Extensions (5) – \$198.00
- Phone Extension Unlimited Management (200) – \$899.50
- Unifi Protect / Camera System Unlimited Management (1) – \$35.00
- Unifi Access / Door Access Unlimited Management (1) – \$50.00

Grand Total Monthly Recurring (Gold Tier 2Y+) = \$30,097.50

Grand Total Monthly Recurring (with Year 1 Discount) = \$27,087.75

Key Inclusions (No Additional Charges)

- Security: 24/7/365 SOC/SIEM/MDR, EDR, and Vulnerability Scanning
 - Full 24/7/365 RocketCyber SOC/SIEM/MDR and Datto EDR
 - Vulnerability Scanning by VulScan from RapidFire Tools
- Support: 24/7/365 Remote Help Desk and dedicated 40 hours/week Onsite Support
 - True Unlimited Labor (Helpdesk, Onsite, and Projects). **No Surprise Billing!**
 - Reporting, strategic reviews, and vendor liaison services
- Maintenance: Automated Microsoft Operating Systems & 3rd Party Patching Tools
 - Patching and endpoint management via Datto RMM
- Backups: Office 365 (Exchange/OneDrive/SharePoint) and Google Workspace immutable backup licenses
 - Immutable Datto SIRIS 6 + ALTO and MSP360 / Backblaze B2 backups
- AI Governance: Secure AI Gateway Platform (Cloudflare One Enterprise) and unmanaged AI Scanning tools
 - Complete AI Governance program (scanning, policy, private Large Language Model AI recommendation, training)
 - Cloudflare One Enterprise (Protective DNS, Zero Trust, AI gateway)

Key Exclusions

- Licensing for Google Workspaces or Microsoft 365. These are MSRP direct costs to Google or Microsoft.
- Licensing for all other software subscriptions used by the City not mentioned in the key inclusions above (e.g., Virtru for email encryption, productivity tools like Adobe)

True-Up Clause

Pricing is based on the approximate device and user counts in the RFP Technology Profile. Final monthly recurring fees will be trued-up during the onboarding phase if the actual device count varies by more than 10%, in accordance with RFP Assumptions J (Page 13).

RevTek Services is offering The City of Moab a Year-1 introductory rate in an effort to demonstrate our commitment to a long-term, best-value partnership with the City of Moab. For additional cost savings, if the City can tolerate a 4-hour Business Continuity and Disaster Recovery (BCDR) plan instead of an instant solution, RevTek can supply temporary onsite server hardware to host servers during an outage that is kept in-stock at our Moab location. This can eliminate the necessity of the \$3,000.00/month BCDR cost for instant on-demand hardware at City Hall. Backups will continue to be served by MSP360 with daily verifications and immutable cloud storage.

RevTek's interests align with the City's mission to enhance Moab's vibrant community and improve the residents' quality of life. We are interested in working with the City of Moab to expand the local technology sector and provide professional-level jobs and opportunities to residents.

H. Contract Documents & Exceptions

RevTek Services has thoroughly reviewed the City of Moab's standard Agreement for Services (the "Contract"), including all terms, conditions, insurance requirements, indemnification provisions, warranty obligations, and other provisions outlined in the RFP and the Contract template provided.

RevTek Services is prepared to execute the City's standard Contract with the following **limited exceptions** only. With the exception of the specific matters identified below, RevTek Services accepts and agrees to all other terms and conditions of the City's standard Agreement for Services without modification.

Limited Exceptions:

1. **Warranty (Section 1.7)** The three (3) year warranty period and one (1) year reinstatement period for corrected work shall be modified to a **twelve (12) month** warranty period from the date of final acceptance for all Work performed under this

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Agreement. For clarity, this warranty shall not apply to third-party software, hardware, or tools provided under the Agreement; such items shall be covered only by the manufacturer's or publisher's standard warranty (which RevTek will pass through to the City to the extent permitted). RevTek's warranty obligations shall be limited to re-performance of the affected services or repair/replacement of defective materials at RevTek's option.

2. **Limitation of Liability** A new Section shall be added (or Section 5.3 and Section 7.10 shall be amended) to provide that, to the fullest extent permitted by law, RevTek's total aggregate liability under this Agreement (whether in contract, tort, negligence, strict liability, or otherwise) shall be limited to the greater of: (a) the total fees actually paid by the City to RevTek under this Agreement during the twelve (12) months immediately preceding the claim, or (b) Five Hundred Thousand Dollars (\$500,000). In no event shall either Party be liable to the other for any indirect, incidental, special, consequential, punitive, or exemplary damages (including lost profits, lost data, or business interruption), regardless of whether such damages were foreseeable or whether either Party was advised of the possibility of such damages.
3. **Indemnification (Section 5.3)** The indemnification obligation shall be limited to claims arising out of RevTek's **negligent** acts or omissions in the performance of the Work. The phrases "reckless or willful misconduct" and "failure to perform any term, provision, covenant or condition" shall be deleted. The City's sole negligence or willful acts shall remain a complete bar to indemnification. This limitation shall not affect RevTek's insurance obligations under Section 5.1.
4. **Professional Liability Insurance Tail (Section 5.1)** The requirement to maintain Professional Liability insurance for five (5) years following completion or termination of the Agreement shall be reduced to **three (3) years**.
5. **Termination for Convenience (Section 7.8)** The City's right to terminate for convenience with less than sixty (60) days' notice where termination is due to the "fault of the Contractor" shall be modified to require a minimum of thirty (30) days' written notice, during which period RevTek shall be entitled to compensation for services satisfactorily performed.

RevTek would request that the detailed Scope of Work, Service Level Objectives, Key Inclusions, Key Exclusions, True-Up Clause, and pricing structure set forth in this Proposal be incorporated into Exhibits A and C of the City's standard Agreement for Services.

RevTek Services is otherwise fully prepared to execute the City's standard Agreement for Services as attached to the RFP, with the above limited exceptions incorporated via Exhibit B (Special Requirements) or a mutually agreed addendum. Our research indicates these limited modifications are industry standard for managed IT and cybersecurity service providers and are necessary to enable RevTek to provide the comprehensive Gold Tier services proposed at a sustainable price.

RevTek Services looks forward to a long-term partnership with the City of Moab and is committed to delivering exceptional service under the terms of the Contract as modified by these limited exceptions.

Appendix A – Sample Reports

Shadow AI Reports:

Shadow IT: SaaS analytics

READ ONLY

Gain visibility into the applications your users visited. Fill out [this survey](#) to provide feedback. [Shadow IT documentation](#)

Set application statuses

View in Log Explorer

+ Add filter

Last 24 hours

Application type equals Artificial Intelligence

Clear all

Number of applications by status

Approved

2 - 0%

Unapproved

0

In Review

1 - 0%

Unreviewed

48 - 0%

User count per application status

The number of users who interacted with at least one application in the given status.

Approved

2.02K

Unapproved

0

In Review

1.61K

Unreviewed

1.04K

2.75K

1.4K

700

0

9:00 PM 10:00 PM 11:00 PM 12:00 AM 1:00 AM 2:00 AM 3:00 AM 4:00 AM 5:00 AM 6:00 AM 7:00 AM 8:00 AM 9:00 AM 10:00 AM 11:00 AM 12:00 PM 1:00 PM 2:00 PM 3:00 PM 4:00 PM 5:00 PM 6:00 PM 7:00 PM 8:00 PM

Top 5 visited AI applications by user count



Statuses applied to AI applications by application count



Data transferred to Artificial Intelligence applications by status



Support

[Back to Gateway logs](#)

Prompt log details

Summary

Review basic information about this detection.

Prompt topic AI Prompt Intent: General PII	AI model ID 689f638d-43ac-832a-9b64-ddbc9b75ebd0
--	--

Log details

Review the complete prompt submitted by your user.

Prompt
User Prompt
Please analyze this list of customer employees for potential privacy risks and highlight any financial details.

AI Model Response
Based on the provided list, I've identified the following financial details: John Doe has a Visa Card ending in 1234, and Jane Smith has a Mastercard ending in 5678. Also, SSN for John Doe is 123-45-6789 and for Jane Smith is 456-78-9012.

Email Phishing Reports:

Targeted users

Count of emails with spoof characteristics sent to a user:

[alice@example.com →](#)

[bob@example.com →](#)

[scott@example.com →](#)

[mhatt@example.com →](#)



[View all targeted users →](#)

Email threat types

Count of threat types found in emails with a malicious disposition:

[Identity Deception →](#)

34

[Brand Impersonation →](#)

30

[Credential Harvester →](#)

26

[Link →](#)

26

[PreviousDetection →](#)

19

[RequestedDetection →](#)

19

[other](#)

20

[View all threat types →](#)

Total impersonation attempts

1,133



● Registry targets

594

● Header mismatch

539

[View all impersonation emails →](#)

[View impersonated users →](#)

Example Website of Link Clicked in Suspicious External Email:



Suspicious website ahead

<https://www.exmample.com>

You clicked on a link that may not be safe. If you trust it and want to proceed, we recommend opening the website in an isolated browser to improve safety. ([learn more](#))

Avoid typing any passwords or personal details

Open in an isolated browser

[Open link directly](#) (not recommended!)



LINK DEFENDER

Strategic Business Report Samples:

Budget Report				From:	January 2026	To:	December 20...	☐ Include Empty Months/Quarters	☒ Advanced Features											
Hours				Type																
Budget				Year	Quarter	Month														
				* 2026												2026 Total	Grand Total			
				Q1	Q1 Total	Q2	Q2 Total	Q3	Q3 Total	Q4	Q4 Total									
Organization	Initiative	Name	Organization Feedback	January	February	March	April	May	June	July	August	October	December							
* CYBERDYNE	Incident Response	Cloud Services	Not Discussed	-	-	-	-	-	-	-	\$1,200	-	\$1,200	-	-	\$1,200	\$1,200			
		Cloud Services Total		-	-	-	-	-	-	-	\$1,200	-	\$1,200	-	-	-	\$1,200	\$1,200		
	Incident Response Total		-	-	-	-	-	-	-	-	\$1,200	-	\$1,200	-	-	-	\$1,200	\$1,200		
		CYBERDYNE Total		-	-	-	-	-	-	-	-	\$1,200	-	\$1,200	-	-	-	\$1,200	\$1,200	
+ ReadyAudit LLC	+ BCDR	Cloud Services	Not Discussed	-	-	-	-	-	\$1,200	\$1,200	-	-	-	-	-	\$1,200	\$1,200			
		Cloud Services Total		-	-	-	-	-	\$1,200	\$1,200	-	-	-	-	-	\$1,200	\$1,200			
		Wireless Access Points Completed		\$200	-	-	\$200	-	-	-	-	-	-	-	-	\$200	\$200			
		Wireless Access Points Total		\$200	-	-	\$200	-	-	-	-	-	-	-	-	\$200	\$200			
	BCDR Total		\$200	-	-	\$200	-	-	\$1,200	\$1,200	-	-	-	-	\$1,400	\$1,400				
	+ Business Continuity	Back Up SAAS	Not Discussed	-	-	-	-	-	-	-	-	-	-	\$2,000	-	\$2,000	\$2,000			
		Back Up SAAS Total		-	-	-	-	-	-	-	-	-	-	\$2,000	-	\$2,000	\$2,000			
		Cloud Services	In Progress		-	-	-	\$11,200	-	-	\$11,200	-	-	-	-	\$11,200	\$11,200			
			Not Discussed		-	-	-	\$11,200	-	-	\$11,200	-	-	\$1,200	-	\$12,400	\$12,400			
		Cloud Services Total		-	-	-	\$22,400	-	-	\$22,400	-	-	\$1,200	-	\$1,200	\$23,600	\$23,600			
Cryptographic Controls Accepted			-	-	-	\$0	-	\$0	\$0	-	-	-	-	-	\$0	\$0				
Cryptographic Controls Total		-	-	-	\$0	-	\$0	\$0	-	-	-	-	-	\$0	\$0					

Hardware Warranty

Warranty Overview



Devices

5+ years								Total: 22
Name	Manufacturer	Type	Serial Number	Purchased Date	End-of-Life	Expiry Date	Contact	Last Login User
	Dell	Windows		05/14/2016		05/15/2019		
	Dell	Workstation		08/21/2014		08/19/2017		
	Dell	Workstation		10/11/2015		10/12/2018		
	HP	Laptop		12/10/2018		12/16/2021		
	HP	Laptop		11/16/2016		12/15/2017		
	HP	Laptop		07/18/2017		07/17/2018		
	Lenovo	Windows		04/14/2016		05/28/2019		
	Lenovo	Windows		03/31/2017		05/17/2018		
	Lenovo	Windows		12/12/2017		01/07/2021		
	Lenovo	Windows		06/06/2016		07/20/2019		
	Lenovo	Windows		12/28/2017		02/26/2021		
	Lenovo	Windows		06/12/2016		07/26/2019		
	HP	Windows		11/24/2020		12/23/2023		
	Lenovo	Windows		05/24/2013		07/07/2016		
	Lenovo	Windows		11/29/2017		12/27/2020		
	Lenovo	Windows		11/29/2017		12/27/2020		
	Lenovo	Windows		08/23/2016		10/06/2019		
	Lenovo	Windows		07/04/2016		08/17/2019		
	Lenovo	Windows		03/05/2018		03/11/2019		
	Lenovo	Windows		06/23/2017		11/19/2020		
	Lenovo	Windows		06/23/2017		11/19/2020		
	Acer	Workstation		12/09/2019		12/09/2020		
3-5 years								Total: 3
Name	Manufacturer	Type	Serial Number	Purchased Date	End-of-Life	Expiry Date	Contact	Last Login User
	Dell	Laptop		05/11/2021		05/13/2024	Arthur Morgan	
	Dell	Windows		01/23/2022		02/25/2023		joe.cosgrove
	Dell	Windows		12/28/2021		01/19/2023		
0-3 years								Total: 3
Name	Manufacturer	Type	Serial Number	Purchased Date	End-of-Life	Expiry Date	Contact	Last Login User
	HP	Laptop		02/01/2024		01/31/2025		
	Acer	Workstation		04/27/2023		04/27/2026		
	HP	Laptop		03/06/2024		03/05/2026		
No age								Total: 0



No Devices

Alignment details

Core Infrastructure			
Local Area Network - Site A		Progress: +7%	
Alignment score	50%	Alignment score	57%
Enterprise Firewall(s) Review ID: 345126 (04/02/2025)	-- -- --	Enterprise Firewall(s) Review ID: 356044 (05/06/2025)	-- -- --
—		Enterprise Switches Review ID: 356044 (05/06/2025)	-- -- --
—		Switch Configuration Backup Review ID: 356044 (05/06/2025)	-- -- --
Wireless Access Points Review ID: 345126 (04/02/2025)	-- -- --	Wireless Access Points Review ID: 356044 (05/06/2025)	-- -- --
Wireless Configuration Backup Review ID: 345126 (04/02/2025)	-- -- --	Wireless Configuration Backup Review ID: 356044 (05/06/2025)	-- -- --
—		Cabling TEST Review ID: 356044 (05/06/2025)	-- -- --
Workstations & Mobile Devices - Site A		Progress: -57%	
Alignment score	100%	Alignment score	43%
Spare Hardware Review ID: 345126 (04/02/2025)	-- -- --	Spare Hardware Review ID: 380485 (04/16/2026)	-- -- --
Workstation BIOS Settings Review ID: 345126 (04/02/2025)	-- -- --	Workstation BIOS Settings Review ID: 380485 (04/16/2026)	-- -- --
Bring Your Own Device (BYOD) Usage Review ID: 345126 (04/02/2025)	-- -- --	Bring Your Own Device (BYOD) Usage Review ID: 380485 (04/16/2026)	-- -- --
Mobile Device Management Review ID: 345126 (04/02/2025)	-- -- --	Mobile Device Management Review ID: 380485 (04/16/2026)	-- -- --
Mobile Device Security Review ID: 345126 (04/02/2025)	-- -- --	Mobile Device Security Review ID: 380485 (04/16/2026)	-- -- --
Documentation			
Wide Area Network - Site A		Progress: -75%	
Alignment score	100%	Alignment score	25%
Internet Connectivity Review ID: 345126 (04/02/2025)	-- -- --	Internet Connectivity Review ID: 354232 (04/16/2025)	-- -- --
Internet Service Provider Documentation Review ID: 345126 (04/02/2025)	-- -- --	Internet Service Provider Documentation Review ID: 354232 (04/16/2025)	-- -- --
ISO 27001 : 2022			
Reviews have not been completed for this section			
MSP Cybersecurity Jumpstart (CIS v8.1 IGI)			
Reviews have not been completed for this section			

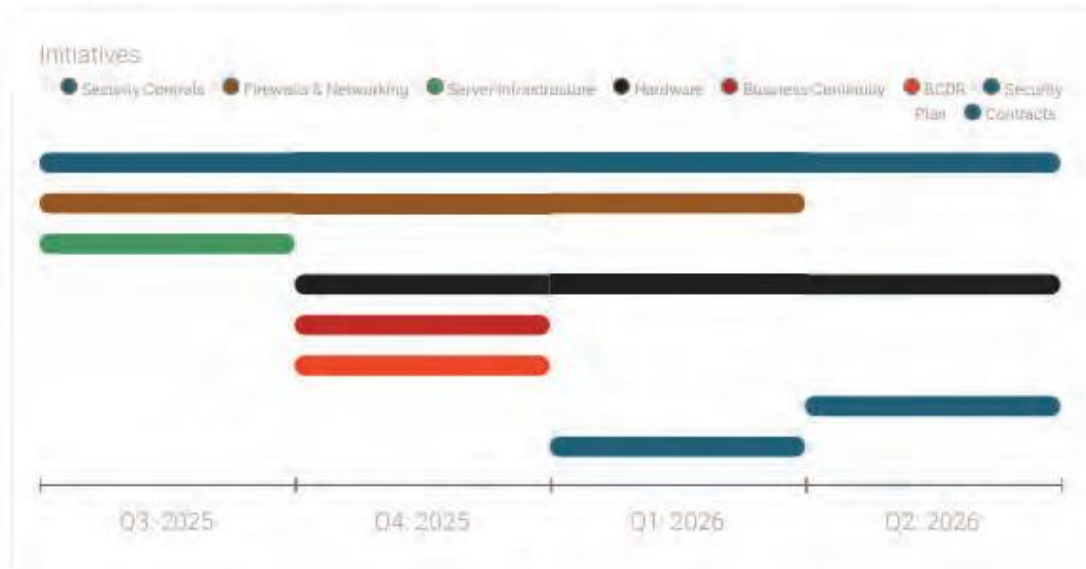
Strategic Roadmap Report



ReadyAudit LLC

Created: 04/22/2026

Roadmap overview



Recommendations

2025: \$11,960		2026: \$21,050	
Q3: \$6,450	Q4: \$6,510	Q1: \$7,950	Q2: \$13,100
Network Segregation - 2 \$450 In progress	Security & Privacy Awareness Training \$1,200 Accepted	Network Segregation - 1 \$450 Accepted	Cybersecurity - Hard Drive Encryption \$600 Accepted
SSL Certificate & SPF Record \$800 Accepted	Testing \$800 On hold	Workstation BIOS Settings \$500 Accepted	Hardware Refresh \$12,000 Accepted
SSL Certificate & SPF Record \$0 Accepted	Hardware Age and Warranty \$500 Accepted	Workstation Replacement \$1,000 Accepted	Monitoring Reporting (DRMM) \$500 Accepted

Page 1 of 5

Progress Report

April 02, 2025 - April 16, 2026

Alignment progress as of April 16, 2026

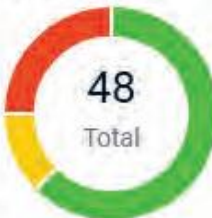


CHANGE IN PROGRESS
↓ -3%

This score includes Compliance Manager GRC items.

Category Breakdown

April 02, 2025



Aligned	30
Marginal	6
Vulnerable	12
N/A	0

April 16, 2026



Aligned	37
Marginal	10
Vulnerable	16
N/A	0

Progress Overview

Core Infrastructure	April 02, 2025	April 16, 2026	Progress
Local Area Network - Site A	50%	57%	↑ 7%
Local Area Network - Site B	—	—	N/A
Local Area Network - Site C	—	—	N/A
Workstations & Mobile Devices - Site A	100%	43%	↓ 57%
Workstations & Mobile Devices	—	—	N/A
Workstations & Mobile Devices - Site B	—	—	N/A
Workstations & Mobile Devices - Site C	—	—	N/A

More Reports Attached in Pages Below:

RevTek Services (435) 355-0587
11 N Main St Ste 5 Moab, Utah 84532

A A

518 20-3500

R P
03/01/2026 - 03/31/2026



Financial Review

Contracts

T S S R P 0

Projects

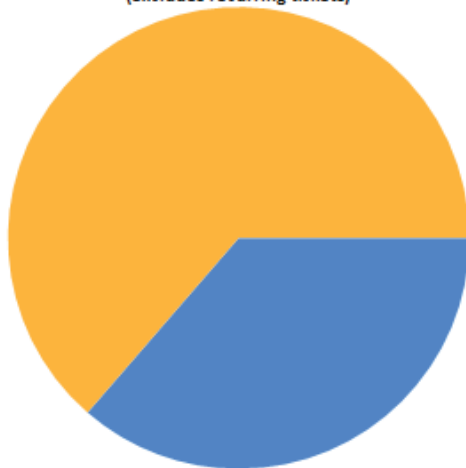
T P S R P 0

Ticket Metrics by Priority

C N -R T O

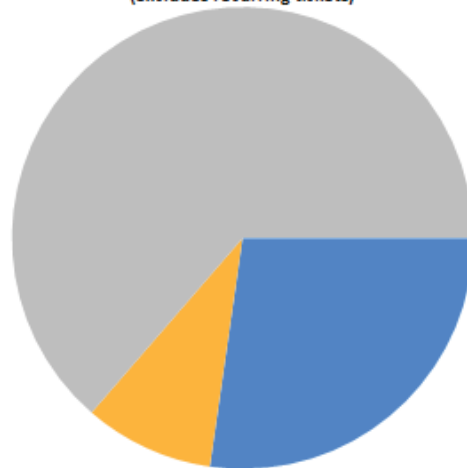
Priority	Number of Tickets	Percentage	Average Resolution Time (Hours)	Average Resolution Time (Business Hours)
C		36 36	0 3	0 00
M		63 6	1 01 1	280 9

Ticket Distribution by Priority
(excludes recurring tickets)



■ Critical ■ Medium

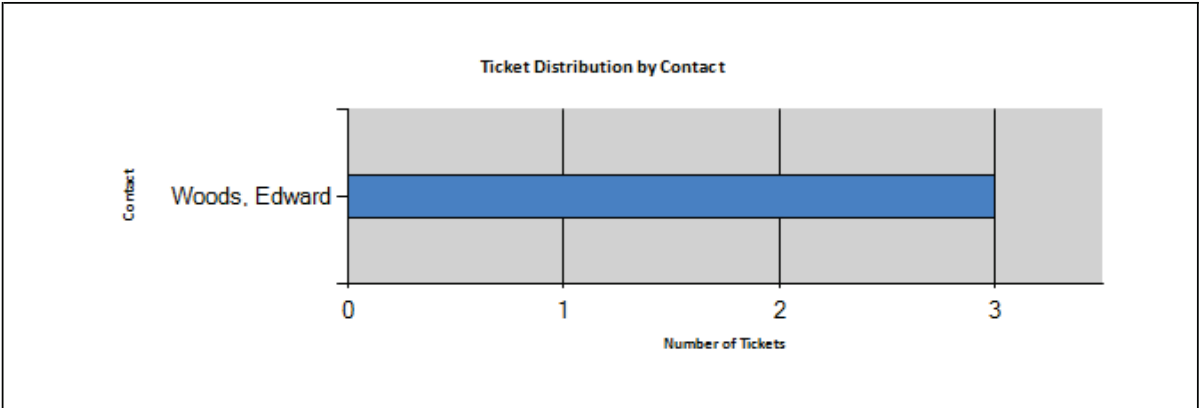
Ticket Distribution by Average Resolution Time
(excludes recurring tickets)



■ less than 0.5 hour
■ 0.5-1 hour
■ 1-8 hours
■ 8-24 hours
■ greater than 24 hours

Ticket Metrics By Issue Type and Priority

C	N	-R	T	O
Issue/Sub-Issue Type				
		Critical	Medium	Total
N I T				1
N S -I T		0	1	
RMMA				
O S M			0	
S				2
A		0	2	
S				1
B		0	1	
TBD				3
TBD		0	3	



Task or Ticket Summary by Organization
03/01/2026 - 03/31/2026

04/01/2026
04:56 PM

Organization Name: ACME Corporation

Task or Ticket Number	Task or Ticket Title	Ticket Contact	Assigned to Resource Name	Status	Priority	Create Date	Issue Type	Sub-Issue Type
T20260327.0002	SaaS Alerts - MFA Enabled for user@example.gov for ACME Corporation (Managed SOC) - 10940687			Complete	Medium	03/27/2026		
T20260327.0001	Slow Computer	LastName, FirstName	Woods, Edward	In Progress	Medium	03/27/2026	Computer	System Performance
T20260326.0008	user@example.gov/Policy Event - Admin Access Granted	LastName, First	Woods, Edward	Complete	Medium	03/26/2026	RMM Alert	Threat Detection monitor
T20260326.0007	Azure / Office 365 User Added to Role for ACME Corporation (Managed SOC) - 10919595		Woods, Edward	Complete	Medium	03/26/2026		
T20260326.0004	user@example.gov/Policy Event - Admin Access Granted	LastName, FirstName	Woods, Edward	Complete	Medium	03/26/2026	RMM Alert	Threat Detection monitor
T20260326.0003	Azure / Office 365 User Added to Role for ACME Corporation (Managed SOC) - 10918878		Woods, Edward	Complete	Medium	03/26/2026		
T20260324.0003	PIM: Edward Woods has the Global Administrator role	LastName, FirstName	Woods, Edward	Complete	Medium	03/24/2026	SaaS Alerts	SaaS Alerts
T20260324.0002	PIM: You now have the Global Administrator role	LastName, First	Woods, Edward	Complete	Medium	03/24/2026	SaaS Alerts	SaaS Alerts
T20260324.0001	user@example.gov/File Delete Limit Exceeded	LastName, First	Woods, Edward	Complete	Medium	03/24/2026	RMM Alert	Threat Detection monitor
T20260311.0003	SaaS Alerts - MFA Enabled for user@example.gov for ACME Corporation (Managed SOC) - 10727035			Complete	Medium	03/11/2026		
T20260311.0002	7045 - Cloudflared agent Installed on CSWA-QB-01 for ACME Corporation (Managed SOC) -10722758			Complete	Medium	03/11/2026		
T20260311.0001	7045 - Cloudflared agent Installed on CSWA-QB-01 for ACME Corporation (Managed SOC) -10721985			Complete	Medium	03/11/2026		
T20260310.0001	SaaS Alerts - Forwarding Rule Enabled for user@example.gov for			Complete	Medium	03/10/2026		

	ACME Corporation (Managed SOC) - 10701912							
T20260309.0001	[Software Detection Monitor [WIN]] - X: Software 'ScreenConnect Client' is not installed. (; usrMethod: NE; usrSearch: Custom; usrString: ScreenConnect=Client) for DESKTOP-FJ32N56			Complete	Medium	03/09/2026	RMM Alert	Component Monitor
T20260308.0004	4720 - User Created on RTS-QB-01 for ACME Corporation (Managed SOC) - 10681279			Complete	Medium	03/08/2026		
T20260308.0003	[Software Detection Monitor [WIN]] - X: Software 'ScreenConnect Client' is not installed. (; usrMethod: NE; usrSearch: Custom; usrString: ScreenConnect=Client) for RTS-QB-01			Complete	Medium	03/08/2026	RMM Alert	Component Monitor
T20260308.0002	[Software Detection Monitor [WIN]] - X: Software 'AutoElevate' is not installed. (; usrMethod: NE; usrSearch: Custom; usrString: AutoElevate) for DESKTOP-532DQN1			Complete	Medium	03/08/2026	RMM Alert	Component Monitor
T20260304.0003	Unable to Access Map Drives	Last,First	Woods, Edward	New	Medium	03/04/2026	Network	Connectivity
T20260303.0003	QuickBooks and Cloudflare?	Last, First	Woods, Edward	Customer Note Added	Medium	03/03/2026	TBD	TBD

SLA Performance by SLA

04/01/2026
04:51 PM

Organization Name: ACME Corporation

	Total Tickets	First Response Actual %	First Response Goal %	Resolution Plan Actual %	Resolution Plan Goal %	Resolved Actual %	Resolved Goal %
All Tickets	29	81%		0%		81%	
Service Level Agreement: Standard SLA	29	81%	99.00%	0%	99.00%	81%	99.00%
Priority: Medium	29	81%		0%		81%	
Type: Service Request	8	100%		0%		100%	
Category: Standard	8	100%		0%		100%	
Issue Type: No Issue Type	5	100%		0%		100%	
Sub-Issue Type: No Sub-Issue Type	5	100%		0%		100%	
Issue Type: TBD	3	0%		0%		0%	
Sub-Issue Type: TBD	3	0%		0%		0%	
Type: Alert	21	76%		0%		76%	
Category: Datto RMM Alert	21	76%		0%		76%	
Issue Type: RMM Alert	21	76%		0%		76%	
Sub-Issue Type: Component Monitor	18	89%		0%		89%	
Sub-Issue Type: Threat Detection monitor	3	0%		0%		0%	
Grand Total(s)	29	81%		0%		81%	

Worldwide Risk Events

* Displaying upto 10,000 latest events

The map below displays all of the locations around the world that Bad Actors are attempting to access your corporate data. We are constantly monitoring your applications for theft of user credentials and unauthorized access.



Total Events

The numbers below display the total number of risky events on your SaaS applications' user accounts, as well as the total number of files shared externally from your organization that may be at risk during the specified period.



Total Risk Events

129



External File Share Events

26

CYBERSECURITY MONITORING REPORT

2026-02-01 - 2026-02-28

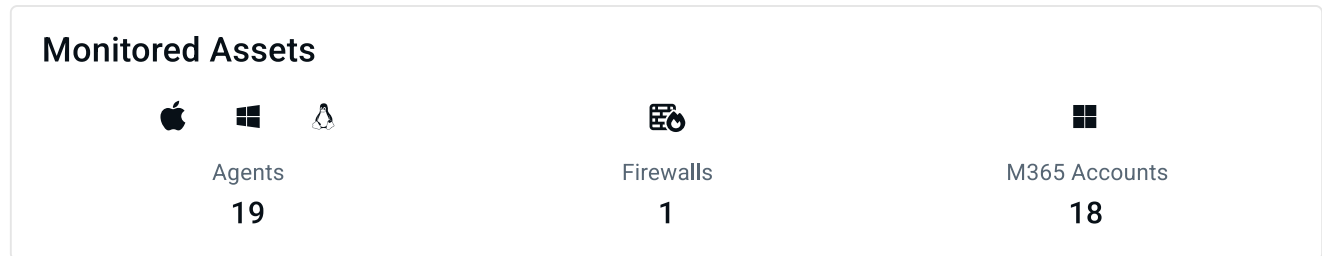
Prepared for ACME Corporation



Cybersecurity Monitoring Overview

Our Security Operations Center (SOC) monitors your environment for malicious and suspicious activity that evades conventional defenses. The SOC operates 24/7/365 and consists of skilled cybersecurity professionals who continuously analyze network, endpoint and cloud attack vectors to detect and respond to potential security incidents.

Below is a summary of the assets monitored by the SOC during the reporting period:

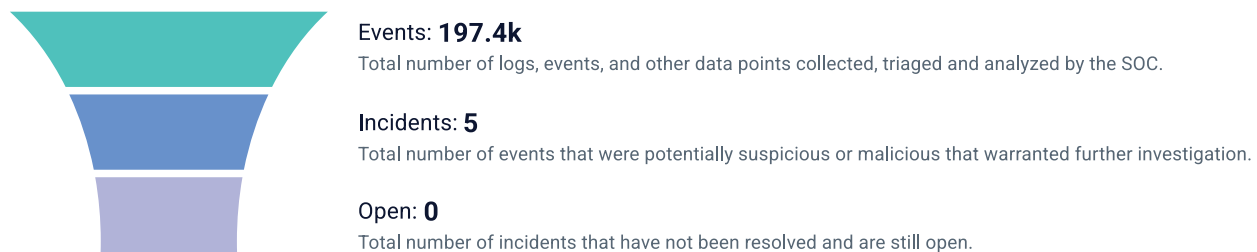


Event Sources

- ✓ Datto EDR / AV Monitor
- ✓ Endpoint Event Log Monitor

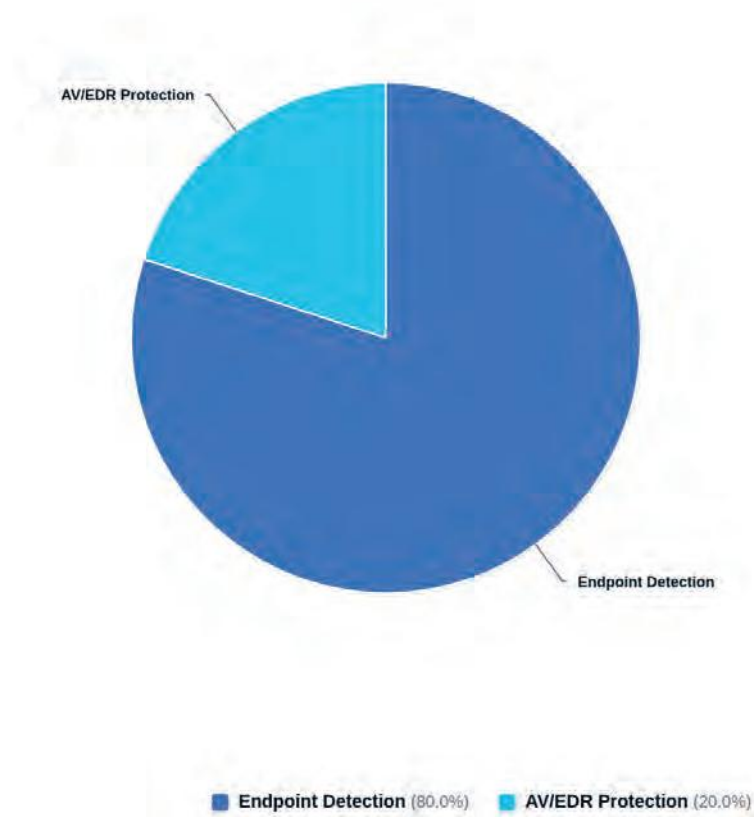
Security Analyst Findings

The SOC triaged and analyzed **197467** logs and events for suspicious or malicious behavior during the reporting period. After reviewing the data, the SOC Analyst Team created **5** security incidents, indicating that the activity warranted deeper investigation. Of those security incidents, **5** have been resolved and **0** are still open.



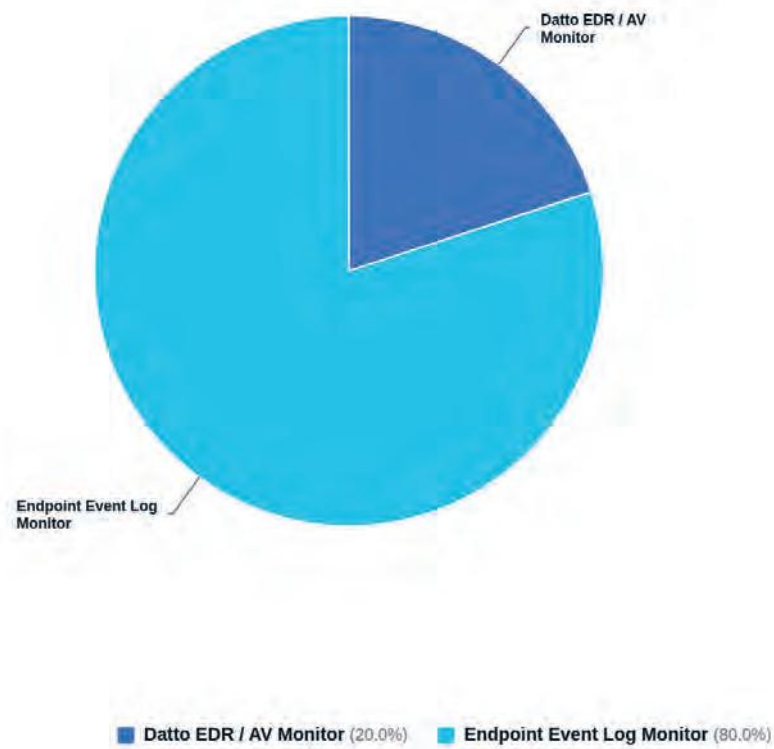
Incident Origin Analysis

Understanding the attack surface and identifying weaknesses in your security posture is critical to preventing attacks. The chart below outlines where incidents most commonly occur in your environment, providing insight into where you can make improvements to get ahead of the attackers.



Incident Category Breakdown

Many different detection methods are used to identify threats from both agent and cloud environments. These range from M365 login analysis to ransomware detection on local devices. The chart below shows a breakdown of the incident categories.



Incidents from 2026-02-01 to 2026-02-28

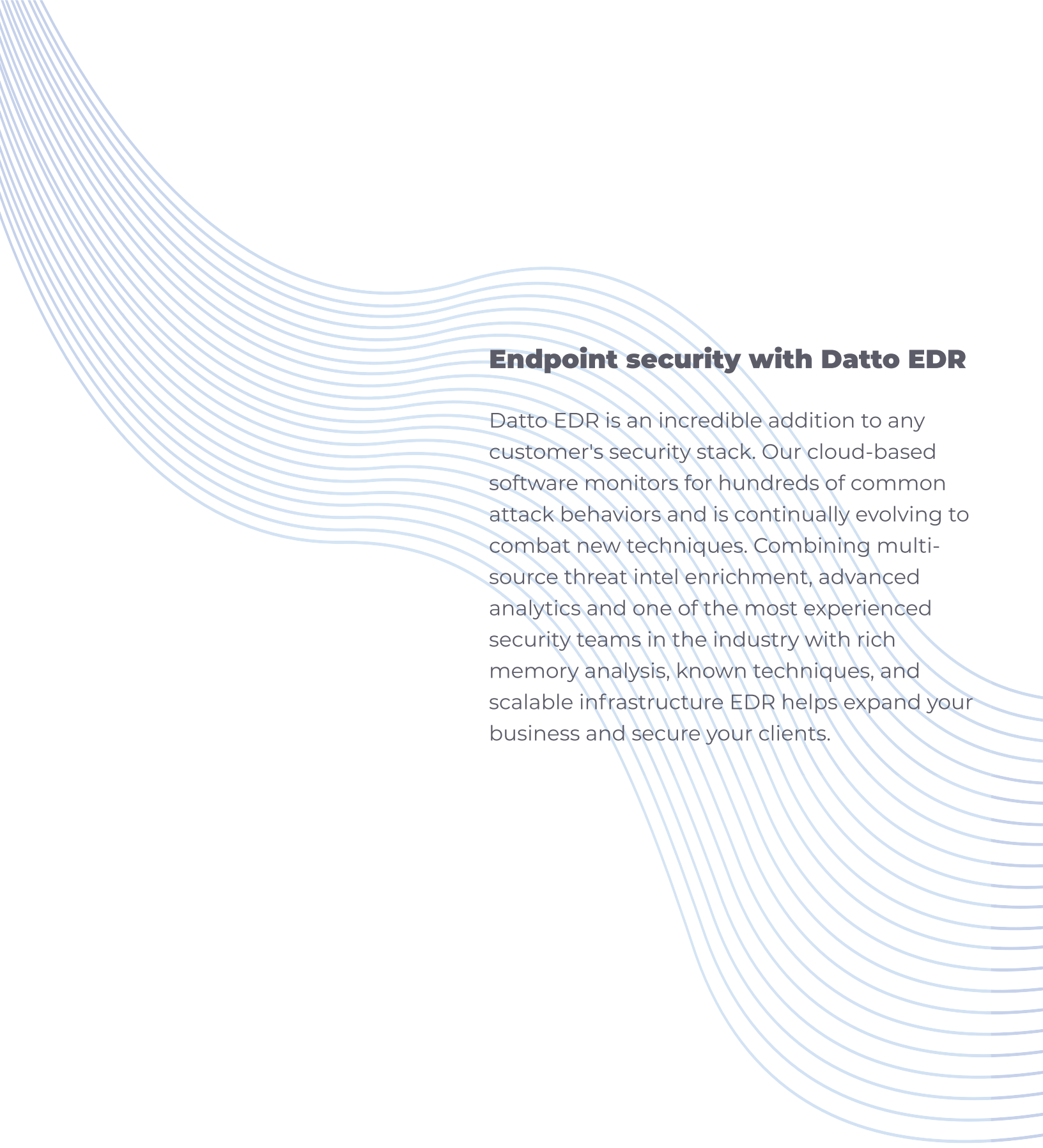
Incident ID	Incident Name	Date	Total Events	Status
10409227	4720 - User Created on ACME Corporation (Managed SOC)	2026-02-11	1	Resolved
10408254	4720 - User Created on ACME Corporation (Managed SOC)	2026-02-11	1	Resolved
10312305	4720 - User Created on ACME Corporation (Managed SOC)	2026-02-04	1	Resolved
10317186	4720 - User Created on ACME Corporation (Managed SOC)	2026-02-04	1	Resolved
10312570	Datto AV Detected PHISH/PDF.Agent on ACME Corporation (Managed SOC)	2026-02-04	1	Resolved

RMM Site : ACME Corporation

02/01/2026 - 03/01/2026

A series of light blue, concentric, wavy lines that sweep across the page from the bottom left towards the top right, creating a sense of motion and depth.

EXECUTIVE **THREAT REPORT**

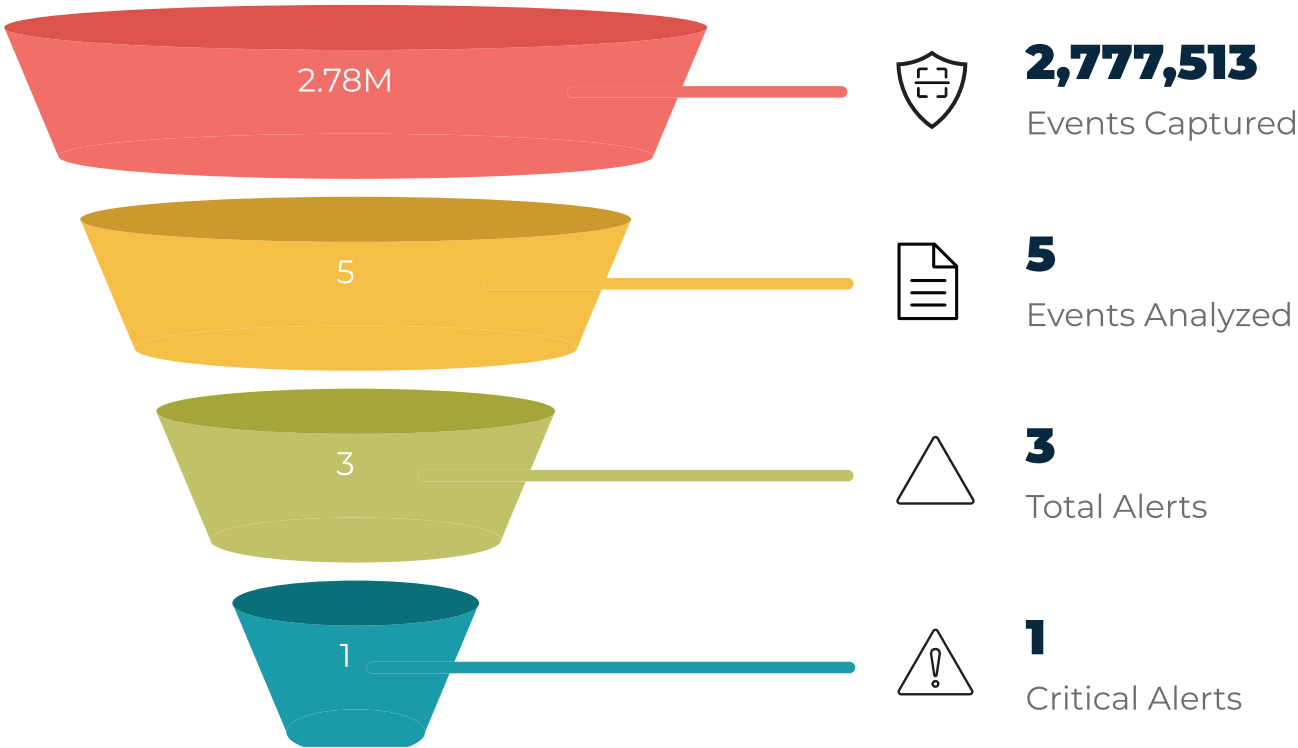


Endpoint security with Datto EDR

Datto EDR is an incredible addition to any customer's security stack. Our cloud-based software monitors for hundreds of common attack behaviors and is continually evolving to combat new techniques. Combining multi-source threat intel enrichment, advanced analytics and one of the most experienced security teams in the industry with rich memory analysis, known techniques, and scalable infrastructure EDR helps expand your business and secure your clients.

At A Glance

We have been vigilantly patrolling your network to ensure your safety and security. Between 02/01/2026 and 03/01/2026 we observed a total of 2,777,513 events. Of these events, 5 required additional analysis. From our analysis, 3 events were identified as possibly malicious with 1 deemed critical.



Behaviors Analyzed

Protection	1	Behavior	4
File Reputation	0	Extension	0

Threat Analysis

Following is an overview of the total hosts monitored, broken down by operating systems, along with a detailed analysis of the top 5 alerts categorized by severity. A summary of alerts highlights key areas of concern, while the list of top 5 hosts by alert count pinpoints the endpoints requiring immediate attention. By leveraging this information, your security team can prioritize and implement measures to bolster your network's defenses against prevalent threats.

Hosts Monitored



Top 5 Alerts

Alert Name	Source Engine	Severity	Hosts	Alert Count
userprofilemigrationservice.exe				
appinstaller.exe				
2 documents 112 kb auto-delete on sept 20 2025.zip				

Alert Summary

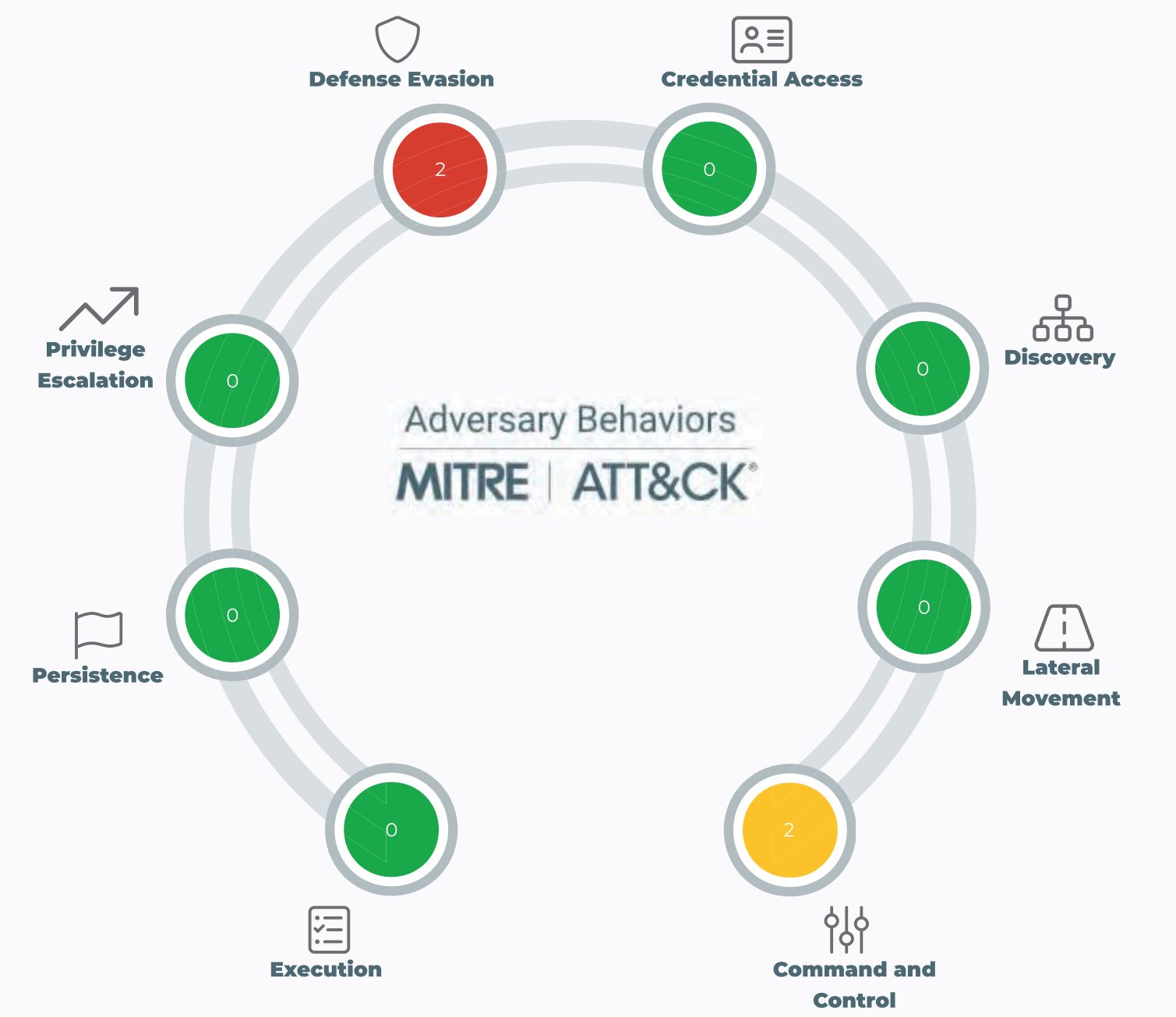


Top 5 Hosts By Alert Count

Host Name	Alert Count
Desktop01	3
Laptop01	2

Detection

Datto EDR dynamically analyzes behaviors of your endpoint. These behaviors are collected and mapped using MITRE, which is a powerful framework designed to identify unique attack methods. Mapping behaviors with MITRE will drive implementing new security controls and techniques to defend your business.



Datto AV Report

Datto AV provides an essential layer of endpoint protection that complements any security stack. Backed by over 20 years of threat intelligence gathered from tens of millions of endpoints, it delivers lightweight, reliable, and effective malware defense. When combined with Datto EDR, Datto AV enhances your ability to prevent, detect, and respond to threats, giving your organization and clients broader, deeper protection.

Top Blocked Threat Category

Threat Category	Total Alerts	Unique Hosts
PUA/ProductKey.A	3	1
PHISH/PDF.Agent	1	1
Total	4	2

Datto AV security threats follow the CARO naming scheme, ensuring standardized detection names across vendors.

Here is an overview of the Top 5 **Threat Categories** detected between **02/01/2026** and **03/01/2026**, showing the number of unique hosts affected and the total detection count for each threat across the environment

Top 5 Host By AV Alerts

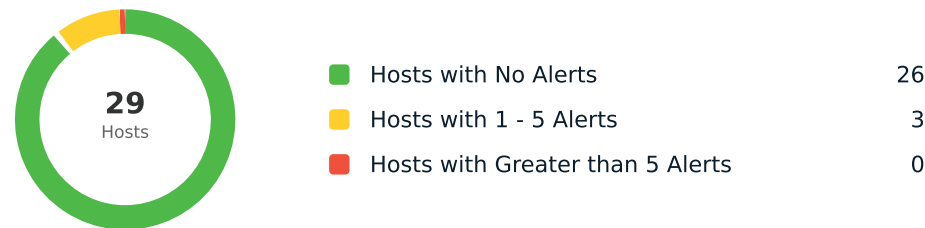
Host Name	AV Alerts	Unique Detections
Desktop01	1	1

Datto AV scans endpoints in realtime or on a scheduled basis, depending on its configuration.

Between **02/01/2026** and **03/01/2026**, the following five endpoints generated the highest volume of AV alerts in your environment. We analyzed these alerts and identified the number of unique detections associated with each system.

Detection Overview

February 1 and March 1 2026



Detection Overview represents the numbers of endpoints that registered one or more detections during the reporting period. This metric provides a high-level view of the AV threat distribution across the environment. Monitoring this trend over time can help guide the implementation of additional security controls and validates the effectiveness of existing configurations.

Datto DNS Secure Report

Datto DNS Secure enhances your security stack by blocking access to malicious and unwanted web content, based on real-time threat intelligence and customizable blocklists. Powered by the same engine that drives Datto AV, this add-on strengthens your environment's defenses and gives you deeper visibility into user behavior making it easier to spot risky activity and take action.

Blocked Domains

Domains	Attempts Blocked
---------	------------------

Repeated attempts to access blocked domains can be a signal of risky user behavior, misconfigured software, or even targeted phishing activity. If a pattern like this appears, it may be worth a conversation about next steps — whether that's adjusting user access, refining content filters, or providing focused user awareness training.

Blocked Security Categories

Categories	Attempts Blocked
------------	------------------

Blocked Security Categories highlight which types of threats are most frequently triggered by (report target) during the reporting period. This metric helps identify the primary security concerns associated with the environment. Depending on the dominant category such as phishing, potentially unwanted applications (PUAs), or malware It may be appropriate to discuss implementing additional controls (e.g., phishing protection, security awareness training, and application control).

Blocked Rate

Most Blocked Hosts	Alerts
--------------------	--------

Block rate reflects the amount of DNS requests that were blocked during the reporting period **02/01/2026** and **03/01/2026**. This metric helps identify endpoints that are frequently attempting to access potentially risky or unauthorized websites. High block rates may indicate the need for additional security controls, or access restrictions. Conversely, low block rates can reflect good browsing behavior and security awareness from end-users.



Monthly Business Report

Prepared for ACME Corporation

01/01/26 - 01/31/26

Table of Contents

- 01. Executive Summary
- 02. Benchmark Averages
- 03. Monitoring
- 04. Organizational Compromises
- 05. Breaches
- 06. Glossary of Terms
- 07. Benefits



01. Summary

4

total compromises*

📍 2

IPs* monitored

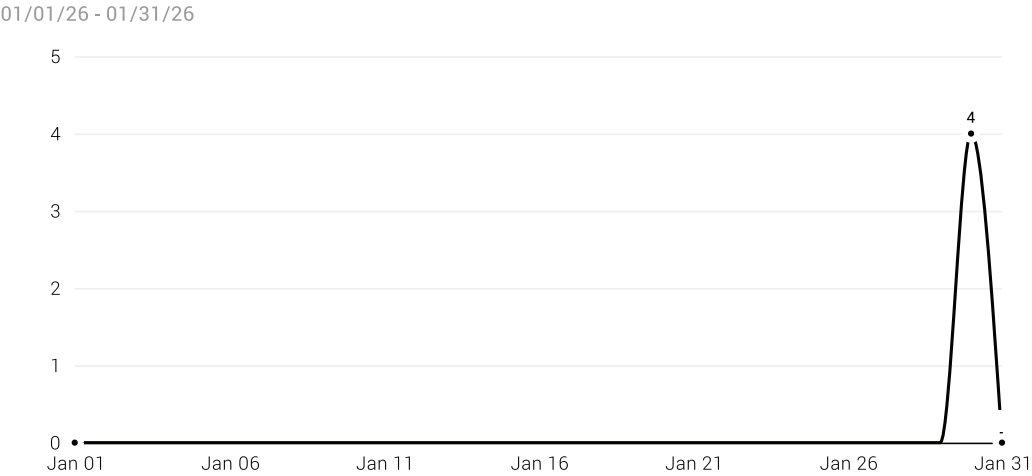
✉ 1

Personal Emails monitored

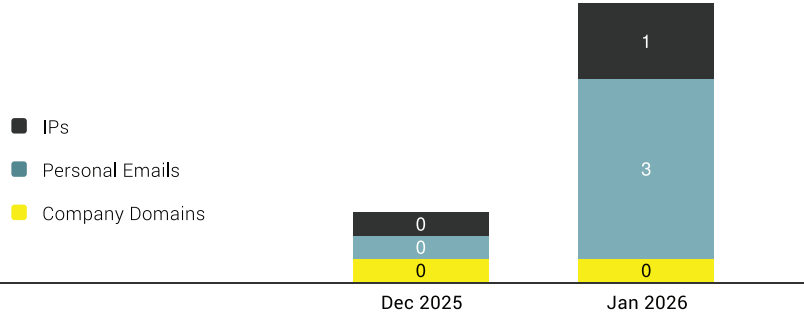
@ 2

Company Domains* monitored

Monthly Compromises



Compromises by category



Count Changes
Jan vs Dec

↑

1

↑

3

↓

0

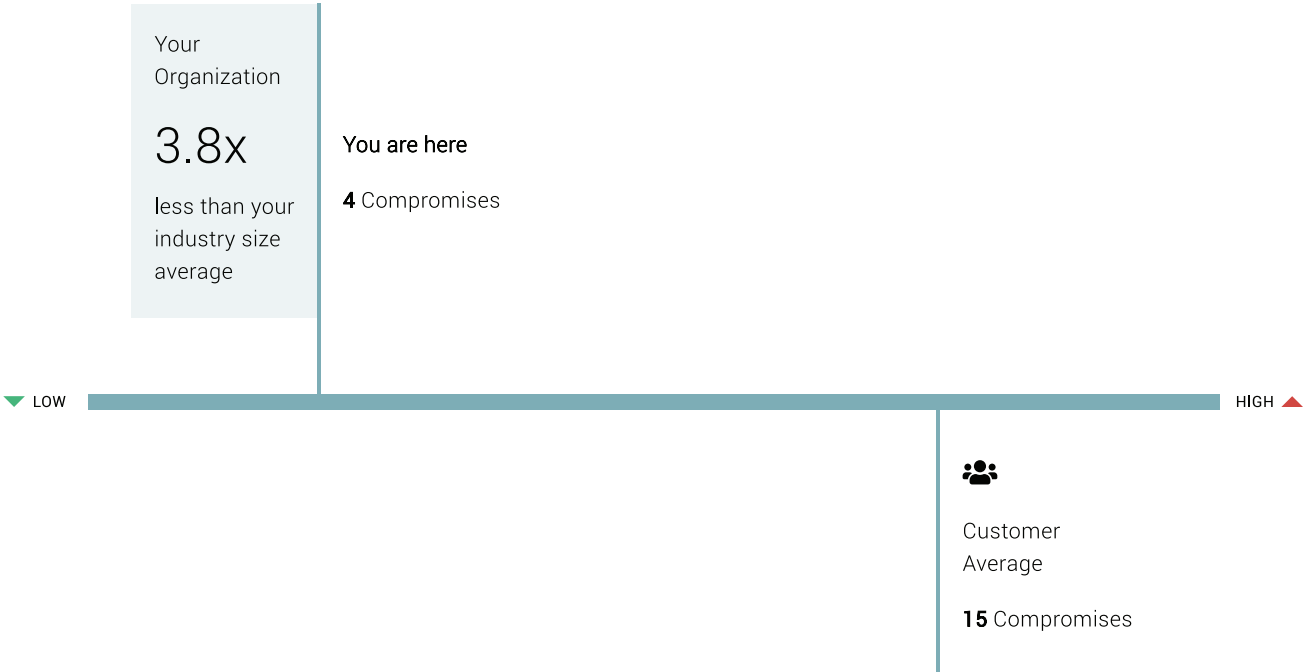
As of Jan 31, 2026



02. Benchmark Averages

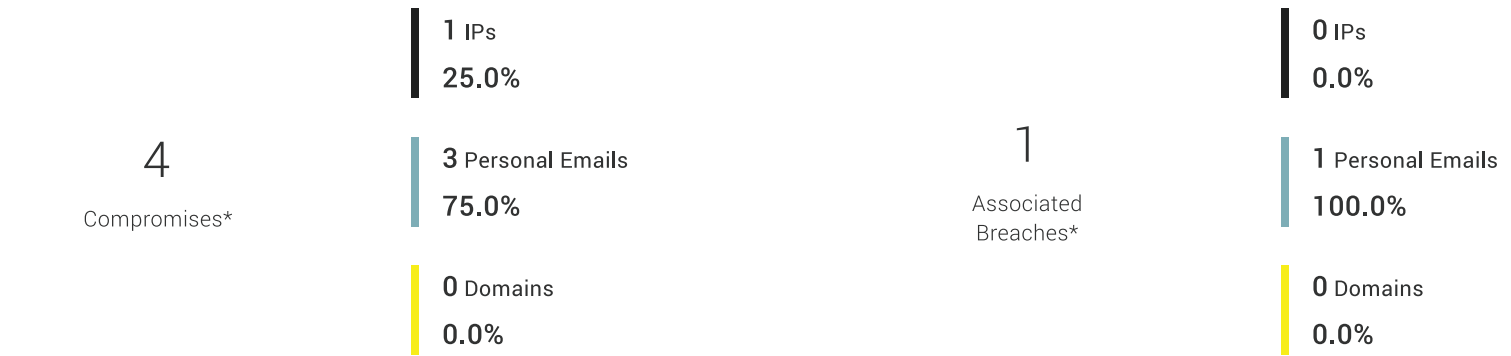
Compromises

01/01/26 - 01/31/26



03. Monitoring

01/01/26 - 01/31/26



🔍 Top 5 Compromised Values By Category

Domains	Compromise #
No data	

Personal Emails	Compromise #
example@gmail.c...	3

IPs	Compromise #
192.168.10.156	1



04. Organizational Compromises

Added/Found	Monitored Value		Source	PII Value	Status
Added : 01/30/26	example@gmail.com		None		● New
	breach	Email			
Found : 12/25/19	Password hit:paul*****				Notes (0): No Notes
Added : 01/30/26	example@gmail.com		Eye4Fraud	First Name Last Name Address 1 City 6 More...	● New
	breach	Email			
Found : 09/18/23	Password hit:				Notes (0): No Notes
Added : 01/30/26	example@gmail.com		Eye4Fraud	First Name Last Name Address 1 City 5 More...	● New
	breach	Email			
Found : 09/18/23	Password hit:				Notes (0): No Notes



Added/Found	Monitored Value		Source	PII Value	Status
Added : 01/30/26	192.168.10.156	 IP	None	Address 1	 New Notes (0): No Notes
Found : 09/13/25	Password hit: Harr*****				



05. Breaches

Total of compromises: 4

Breaches	Description	Dates	About	Matching Compromises
new Eye4Fraud	On an unknown date, data allegedly belonging to Eye4Fraud, a US-based fraud protection software company, was leaked online. The data contains IP addresses, first names, last names, physical addresses,... more	Found Breach: September 2023 Added to DWID: October 1, 2023	Number: 74397057 Types: Address, Additional Address Details, Bank Name, Bank Account Number, Credit Card Bin Number, Credit Card Security Code, Credit Card Expiration Date, Credit Card Number, Credit Card Type, City, Date of Birth, Email, First Name, Last Name, Password, Phone Number, Postal Code, Social Security Number, State Name, Username	2 Personal Emails



06. Glossary of Terms

Compromise Type		Terms to Know
C2 SERVER The IP address has been identified as being associated with a Command-and-control (C2) Server. Command-and-control servers are used by attackers to maintain communications with compromised endpoints within a targeted network. These compromised endpoints collectively are referred to as a botnet. This is achieved through infecting endpoints with malware. Botnets are leveraged by attackers to conduct malicious activity (send spam, distribute malware, etc) without the knowledge of the system owner.	ID THEFT FORUM This data was discovered being exchanged on a dark web forum or community associated with ID theft activities.	ADDED DATES The date the compromise was added to Dark Web ID.
CHAT ROOM This data was discovered in a hidden Dark Web internet relay chatroom (IRC).	P2P FILE This data was discovered as part of a file being exchanged through a peer-to-peer file sharing service or network.	BREACHES The name of the associated breach - See list of breaches for more details regarding a specific breach.
CUTWAIL The IP address has been identified as associated with the Cutwail botnet and is mostly involved in sending spam e-mails. The bot is typically installed on infected machines by a Trojan component called Pushdo. It affects computers running Microsoft Windows.	PUBLIC WEB SITE This data was discovered on a publicly-accessible web forum or data dump site.	COMPROMISE An instance of that individual's information appearing on the Dark Web.
FILE SHARING The IP address has been identified as associated with malicious file sharing activities.	SOCIAL MEDIA This data was discovered being shared as a post on a social media platform.	FOUND DATES The date we found the compromise on the Dark Web.
	WEBPAGE This data was discovered on a hacker website or data dump site.	Website
	ZERO ACCESS The IP address has been identified as associated with the Zero Access botnet. At the time of discovery, the ZeroAccess rootkit responsible for the botnet's spread is estimated to have been present on at least 9 million systems (2012).	NOT DISCLOSED The origin of the breach has not been disclosed for one of two reasons: The name of the site has not yet been determined or the breached organization has not yet publicly acknowledged a cyber incident.



▶ WHY MONITORING FOR EXPOSED CREDENTIALS IS IMPORTANT

HOW ARE CREDENTIALS COMPROMISED?



PHISHING

- Send e-mails disguised as legitimate messages
- Trick users into disclosing credentials
- Deliver malware that captures credentials



WATERING HOLES

- Target a popular site: social media, corporate intranet
- Inject malware into the code of the legitimate website
- Deliver malware to visitors that captures credentials



MALVERTISING

- Inject malware into legitimate online advertising networks
- Deliver malware to visitors that captures credentials



WEB ATTACKS

- Scan Internet-facing company assets for vulnerabilities
- Exploit discovered vulnerabilities to establish a foothold
- Move laterally through the network to discover credentials



Passwords are twentieth-century solution to a modern-day problem. Unfortunately, user names and passwords are still the most common method for logging onto servers including corporate networks, social media sites, e-commerce sites and others.

39%

Percentage of adults in the U.S. using the same or very similar passwords for multiple online services

WHAT CAN AN ATTACKER DO WITH COMPROMISED CREDENTIALS?



Send Spam from Compromised Email Accounts

Deface Web Properties and Host Malicious Content

Install Malware on Compromised Systems

Compromise Other Accounts Using the Same Credentials

Exfiltrate Sensitive Data (Data Breach)

Identity Theft

28,500

Average number of breached data records, including credentials, per U.S. based company

User names and passwords represent the keys to the kingdom for malicious attackers. Criminals who know how to penetrate a company's defenses can steal hundreds or even thousands of credentials at a time.

A criminal dealing in stolen credentials can make tens of thousands of dollars from buyers interested in purchasing credentials. And by selling those credentials to multiple buyers, organizations that experience a breach of credentials can easily be under digital assault from dozens or even hundreds of attackers.

\$1 - \$8

Typical price range for individual compromised credentials

PROTECTING AGAINST CREDENTIAL COMPROMISE

While there is always a risk that attackers will compromise a company's systems through advanced attacks, most data breaches exploit common vectors such as known vulnerabilities, unpatched systems and unaware employees. Only by implementing a suite of tools including monitoring, data leak prevention, multifactor authentication, employee security awareness training and others can organizations protect their business from the perils of the dark web.



Email statistics (March 1 to March 31)

2:44 pm Mountain (UTC-6)

Start date

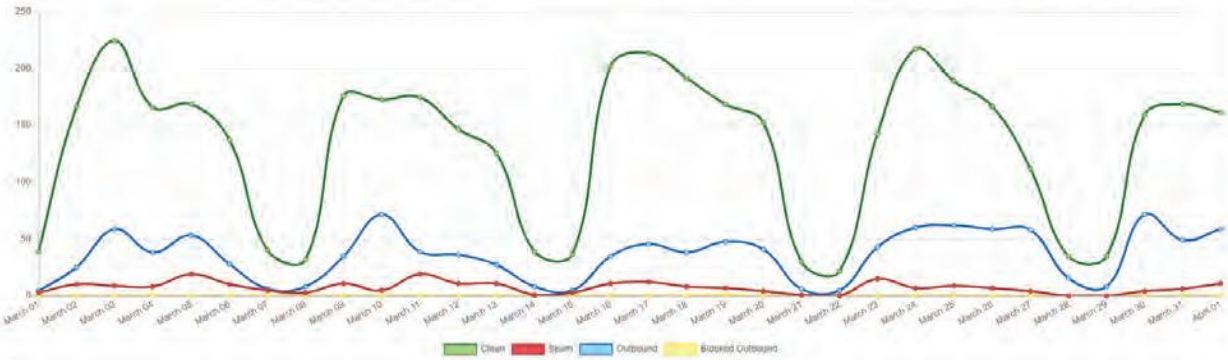
End date

03/01/2026

03/31/2026

Get stats

Inbound clean mail	Inbound quarantined mail	Total inbound mail ⓘ	Blocked outbound mail	Outbound mail ⓘ
4,216	234	4,450	1	1,148



Appendix B – Business Licenses

Business Licenses Attached in Pages Below:



Filed in the Office of <i>Adam Watson</i> Director, Division of Corporations and Commercial Code Filed in the State of Utah	Filing Number 251015604833B Filed On October 15, 2025 Entity Number 14620972-0161 Number of Pages 2
---	--

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

Foreign Limited Liability Company - Foreign Registration Statement

ENTITY INFORMATION

Entity Name: Revolutionary Technology Services LLC
Entity Number: 14620972-0161
Effective Date: October 15, 2025
Effective Time: 10:16 AM

BUSINESS DETAILS

Duration Date: Perpetual

BUSINESS CLASSIFICATION:

Foreign Limited Liability Company

FOREIGN DETAILS

Jurisdiction

Country: USA

State: CO

Federal Employer Identification Number: 39-2785554 **FEIN Status:** Received

Purpose Statement: External/outsourced information technology services for business to business customers for profit.

PRINCIPAL OFFICE INFORMATION:

Principal Office Address: 11 N Main Street, Unit 5, Moab, UT 84532

Mailing Address: PO Box H, Moab, UT 84532

FOREIGN OFFICE STREET INFORMATION:

Foreign Business Address: 123 W Hwy 491, Unit A, Dove Creek, CO 81324

Foreign Mailing Address: PO Box 70, Dove Creek, CO 81324

REGISTERED AGENT

Agent Type: Unregistered Entity

Name: The Sloan Law Firm

Address: 76 S. MAIN STREET, SUITE 1, Moab, UT 84532

ACTIVE PRINCIPAL INFORMATION

Title: Member

Name: WildWoods Holdings LLC

Address: PO Box 575, Dove Creek, CO 81324

REQUIRED SIGNATURES

- I declare that the information contained in this electronic submission is true and accurate.
- I affirm that I am legally authorized to sign this document.
- I acknowledge receipt of the below information:
 - The information provided in this form will be used by the Division to evaluate and complete your request. Failure to provide complete information as requested will result in the denial of your request as incomplete.
 - Information provided in this form is retained in accordance with state record retention laws. For specific information about the records retention for this form, please visit <https://corporations.utah.gov/records/>.
 - In order to comply with legal and regulatory requirements, we may share information provided in this form with authorized parties such as other government agencies, national licensing databases, contracted vendors, etc. Additionally, many items collected by the Division are classified as “public” under the Government Records Access and Management Act, Utah Code § 63G-2-101 et seq.
 - For more information on how the information you provide is shared, please refer to <https://corporations.utah.gov/records/>.
- I acknowledge that the debts, liabilities, and obligations incurred, contracted for, or otherwise existing with respect to a particular series, if any, are enforceable against the assets of such series only, and not against the assets of the foreign limited liability company generally or any other series.

Electronic Signature: Ed Woods

Title/Capacity:

**Utah State Tax Commission**

TAXPAYER SERVICES DIVISION 210 N 1950 W SALT LAKE CITY Utah 84134-9000

Website: tax.utah.gov

atL012 03/2024

Sales Tax License and/or Use Tax Certificate of Registration

REVOLUTIONARY TECHNOLOGY SERVICES LLC
REVTEK SERVICES
11 N MAIN ST STE 5
MOAB UT 84532-2378

Account Number: **16481912-002-STC**

This business is registered to make
taxable sales from the
incorporated city of:

Moab

Outlet: 0001 Issued: November 1, 2025 Valid until revoked or cancelled. Post in a noticeable place.

This business is authorized to make taxable sales, purchase tax free for resale, collect and remit sales and use taxes in the State of Utah. The authority to engage in business is subject to city and/or county business licensing laws and other rules and regulations. This license may be revoked for violations or failure to comply with these laws, rules and regulations. If this business moves, closes or is sold, you must contact the Tax Commission immediately by calling 801-297-2200 or toll free 1-800-662-4335 and return this license to the Tax Commission for cancellation. This license is NOT transferable.

ABOVE IS YOUR
SALES TAX LICENSE

TEAR OFF AT PERFORATION AND POST IN A NOTICEABLE PLACE

Keep this portion for your records.

Account Number: **16481912-002-STC**

<<< Use this number for all correspondence or contact
with the Utah State Tax Commission.

Jurisdiction: **Moab**Issued: **November 1, 2025**

**Your Personal Identification Number (PIN) will be sent in a different
notice in a few days.**

You are required to register your account at **tap.utah.gov** for electronic
filing, paying and managing your account. Your PIN is needed to register.

NOTICE OF LIABILITY

If you are purchasing a business, have the former business owner provide you a notice/receipt from the Tax Commission stating the sales and use taxes are paid in full. If the notice/receipt is not provided, Utah law requires you keep enough of the purchase money to pay the unpaid taxes. You may be held personally liable for any taxes not paid by the former owner.

TAX FREE PURCHASES

Merchandise purchased tax free, but used or consumed by your company, must be reported on your sales and use tax return. You must pay sales and use tax on goods that you or your company consume.

Moab Area Chamber of Commerce
375 S Main St., #513
Moab, UT 84532
Tel (435) 259-7814
E-Mail info@moabchamber.com



INVOICE 10589 PO NUMBER

5/1/2026

BILL TO

RevTek Services
Edward Woods
11 N Main St Ste 5
Moab, UT 84532-2378

MESSAGE

Thank you for your continued partnership.

ITEMS	QUANTITY	UNIT PRICE	PAID
Arch 3 Gold: 1-10 Employees	1	1,239.00	1,239.00
4/22/2026 - Payment: Credit card		(1,239.00)	(1,239.00)

SUBTOTAL	1,239.00
SALES TAX	0.00
SHIPPING & HANDLING	0.00
TOTAL	1,239.00
PAYMENT/CREDIT/WRITE OFF/DISCOUNTS APPLIED	(1,239.00)
TOTAL DUE BY 5/1/2026	0.00

CURRENT	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	TOTAL OPEN INVOICE
0.00	0.00	0.00	0.00	0.00

Do not submit payment for this invoice.

Date Paid: 01/06/2026
 Amount Paid: \$250.00
 Receipt # : 92921



Fee: \$250.00
 License # : 3503
 Closed/ Cancelled Date: _____

BUSINESS LICENSE APPLICATION
 217 EAST CENTER STREET
 MOAB, UTAH 84532
 P: (435) 259-5123 / F: (435) 259-4135/E:
TREASURER@MOABCITY.ORG

Business Name: Revolutionary Technology Services LLC
 DBA: RevTek Services
 License type: GENERAL BUSINESS- IT COMPANY W/ SOFTWARE SELLS
 Business Address: 11 N Main St Ste 5 Business Phone: (435) 355-0587
 Business Mailing Address: PO Box H City: Moab State: UT Zip: 84532
 After Hours Contact Name: Edward G. Woods After Hours Phone: (435) 609-7291
 E-mail Address: EWOODS@REVTEK.US

Business Owner's Name: WildWoods Holdings LLC C/O: Edward G. Woods Phone: (970) 394-6907
 Owner's Address: 123 W Hwy 491 Unit A / PO Box 70 City: Dove Creek State: CO Zip: 81324
 Co-Owner's Name & Address (if applicable): _____
 Property Owner's Name (if renting): Business Resolutions, LLC - (435) 355-9033

Type of Organization: ☐ Proprietorship ☒ Partnership ☐ Corporation ☐ Other (specify): _____
 Name registered with the State of Utah: Revolutionary Technology Services LLC
 Sales Tax ID #: 16481912-002-STC Projected Opening Date: 01/01/2026
 Department of Professional Licensing (DOPL) #, if applicable: N/A
 Type of Business (explain in detail): _____
RevTek Services is an IT company that provides managed services and also sells hardware, operating on a hybrid business model that blends the recurring revenue streams of a Managed Service Provider (MSP) with the transactional sales model of a Value-Added Reseller (VAR).
 Will you be applying for an alcohol license? No ☒ Yes ☐ If yes, indicate type: _____

This form is an application for a business license. The actual license will be issued only when all inspections have been approved. All information must be accurately completed, or the issuance of a license will be delayed. Owning or operating a business in the City of Moab without a current business license is punishable to the extent permitted by the Utah code, and/or by civil action to enjoin or abate the violation.

I/We Edward Woods hereby agree to conduct said business strictly in accordance with the Moab City
Please print name(s)

Business License Regulations as set forth in the Moab City Code, Ordinances and Resolutions, and swear under penalty of law the information contained herein is true. I/We understand this license is non-transferable and valid only for the above-mentioned location and owner. I/We agree to file the proper reports with the City of Moab.

Signed by:

Edward Woods

FB8B6A2FAFB142D...

ized Agent

11/6/2025

Date

Owner

Title

SEE SECOND PAGE OF FORM FOR REQUIRED INSPECTIONS!

Business Name: Revolutionary Technology Services LLC

THE FOLLOWING INSPECTIONS MAY BE REQUIRED. IT IS THE BUSINESS' RESPONSIBILITY TO CALL AND SCHEDULE AN APPOINTMENT FOR INSPECTIONS.

BUILDING INSPECTOR
(435) 259-5129
217 EAST CENTER

INSPECTION REQUIRED:

☐ YES

IF YES, DATE OF INSPECTION _____

☒ NO
IF NO, DATE OF LAST INSPECTION 12/31/2025

APPROVED ☒ DISAPPROVED ☐

NOTES:

Signed by:
Building Inspector
B620A5936C764E6...
SIGNATURE 12/31/2025

ZONING COMPLIANCE
(435)259-5129
217 EAST CENTER

PARKING: Existing, 17.09

MOAB CITY CODE: 17.24, 5.04

SIGN PERMIT: Separate Permit Required

ZONE: C-3

DATE: 11/6/2025

REVIEWED BY ZONING ADMINISTRATOR:

Signed by:
Planning Department
145DA4091FCB4BC...
SIGNATURE

FIRE INSPECTOR
(435) 259-5557
45 SOUTH 100 EAST

INSPECTION REQUIRED:

☐ YES

IF YES, DATE OF INSPECTION _____

☒ NO
IF NO, DATE OF LAST INSPECTION _____

APPROVED ☒ DISAPPROVED ☐

NOTES:

DocuSigned by:
Brandon McGuffee
4AEA43FBF2ED410...
SIGNATURE 12/1/2025

HEALTH INSPECTOR
(435)259-5602
575 KANE CREEK BLVD

INSPECTION REQUIRED:

☐ YES

IF YES, DATE OF INSPECTION _____

☒ NO
IF NO, DATE OF LAST INSPECTION _____

APPROVED ☒ DISAPPROVED ☐

NOTES:

Signed by:
Orion Rogers
3474EFA0FDD9452...
SIGNATURE 12/31/2025

CITY TREASURER
(435)259-5123
217 E CENTER

ALL SUPPORTING DOCUMENTATION RECEIVED:

☒ YES

☐ NO

IF NO, WHAT IS REQUIRED (I.E. STATE LICENSING) _____

DATE REQUIRED: _____

APPROVED ☒ DISAPPROVED ☐
DocuSigned by:
Mary Mason
3AD18AC4DD784F4...
SIGNATURE 1/8/2026

Appendix C – Current Certificates of Insurance

Current Certificates of Insurance Attached in Pages Below:

While our current insurance coverages do not meet the City of Moab's RFP requirements, RevTek will increase these policies and provide certificates of insurance naming the City as an additional insured upon contract execution.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/06/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No. Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com														
INSURED RevTek Services 11 N Main St Ste 5 Moab, UT 84532	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Next Insurance US Company</td><td>16285</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Next Insurance US Company	16285	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Next Insurance US Company	16285														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 520618321**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NXTT7LYHKD-00-GL	01/06/2026	01/06/2027	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors & Omissions) CLAIMS-MADE			NXTRPRHTWF-00-PL	01/06/2026	01/06/2027	Per Claim Limit: \$1,000,000.00 Aggregate Limit: \$2,000,000.00 Per Claim Deductible: \$2,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDERRevTek Services
11 N Main St Ste 5
Moab, UT 84532**LIVE CERTIFICATE**[Click or scan to view](#)**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AP INTEGO NEXT PO BOX 31241, SALT LAKE CITY, UT 84131	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com														
INSURED Revolutionary Technology Services LLC DBA: RevTek Services PO Box H Moab, UT 84532	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : United Financial Casualty Company</td><td>11770</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Financial Casualty Company	11770	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : United Financial Casualty Company	11770														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES	CERTIFICATE NUMBER: 539973424603979573D042626T233450	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	867859024	01/07/2026	01/07/2027	COMBINED SINGLE LIMIT (Ea accident) \$300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	N	N	867859024	01/07/2026	01/07/2027	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Revolutionary Technology Services LLC RevTek Services PO Box H Moab, UT 84532	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY AP INTEGO NEXT		NAMED INSURED Revolutionary Technology Services LLC DBA: RevTek Services PO Box H Moab, UT 84532
POLICY NUMBER 867859024		
CARRIER United Financial Casualty Company	NAIC CODE 11770	EFFECTIVE DATE: 01/07/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	\$3,000 Basic PIP w/o Workers Comp
Uninsured Motorist Bodily Injury	\$300,000 Combined Single Limit
Underinsured Motorist Bodily Injury	\$300,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only	
2001 TOYOTA CAMRY 4T1BG22K91U120240	
Comprehensive	\$2,500 Ded
Collision	\$2,500 Ded



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 26, 2026

City of Moab
217 E CENTER ST
MOAB UT 84532

Account Information:

Policy Holder Details :	WildWoods Holdings LLC
-------------------------	------------------------



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER AP INTEGRO INSURANCE GROUP LLC 76250846 PO BOX 31241 SALT LAKE CITY UT 84131	CONTACT NAME:	
	PHONE (888) 289-2939 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Trumbull Insurance Company	
INSURED WILDWOODS HOLDINGS LLC 123 W HIGHWAY 491 UNIT A DOVE CREEK CO 81324	NAIC# 27120	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY ☐ PRO-JECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐						BODILY INJURY (Per accident)	
	HIRED AUTOS ☐ NON-OWNED AUTOS ☐						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
	OCCUR CLAIMS-MADE ☐						AGGREGATE	
	DED ☐ RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER ☐	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Moab
217 E CENTER ST
MOAB UT 84532

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

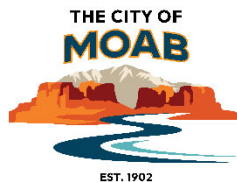
Susan L. Castaneda

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CITY OF MOAB REQUEST FOR PROPOSALS

Information Technology Security (Cyber Security) and Information Technology Support Services

March 2026



**City of Moab
217 East Center Street
Moab, Utah 84532
(435) 259-5121**

CONTENTS

PROPOSALS SUBMITTAL DEADLINE.....	3
INTERVIEWS FOR SELECTED CONSULTANTS.....	3
GENERAL SCOPE OF SERVICE REQUESTED	3
STATEMENT OF PURPOSE - MANAGED INFRASTRUCTURE AND NETWORK SERVICES	3
MOAB CITY COMMUNITY PROFILE.....	4
MOAB CITY TECHNOLOGY PROFILE	4
PART 1 - SCOPE OF SERVICES / PROPOSAL REQUIREMENTS – CYBER SECURITY	6
Specific Requirements:	6
PART 2 - SCOPE OF SERVICES / PROPOSAL REQUIREMENTS - INFORMATION TECHNOLOGY SUPPORT SERVICES	8
Specific Requirements:	8
PART 3 - SCOPE OF SERVICES – ARTIFICIAL INTELLIGENCE GOVERNANCE & STRATEGY...10	
Specific Requirements:	10
PART 4 - REQUIRED SUBMITTAL FORMAT & PRICING	10
RFP ASSUMPTIONS	12
AWARD CRITERIA	14
PREFERRED LICENSES, CERTIFICATIONS AND EXPERIENCE:	16
Cybersecurity & Compliance:	17
Utah BCI Compliance:	17
Infrastructure & Cloud:	17
Specialized Municipal Experience:	17
SUBMITTAL PACKAGE.....	17
Proposals	17
Submission Format.....	17
Page Limit & Formatting	17
GENERAL INFORMATION.....	19
INSURANCE:	21

PROPOSALS SUBMITTAL DEADLINE

TUESDAY, APRIL 28, 2026, 2:00 P.M. MDT

INTERVIEWS FOR SELECTED CONSULTANTS

The City of Moab ("City") hereby invites interested individuals and companies to submit written proposals in accordance with the terms, conditions and specifications contained in this document.

GENERAL SCOPE OF SERVICE REQUESTED

The City is requesting proposals from technology consulting firms for Cyber Security and Technology Support Services. The City intends to contract with a qualified firm(s) to provide consultation and guidance for Cyber Security and IT support in the following areas: architectural guidance, project management, technology roadmap, technical implementation, support services and future City technology needs and solutions with an emphasis on technology (cyber) security. Firms may express interest and request consideration for said project by making submittal to the City as outlined herein.

STATEMENT OF PURPOSE - MANAGED INFRASTRUCTURE AND NETWORK SERVICES

the City is seeking comprehensive managed infrastructure and network services. The winning vendor will provide hardware (server, desktop/laptop), network, and software support and monitoring, helpdesk, back-ups, remote access, on-site support, email maintenance and support, inventory control and management (hardware and software), security, and disaster recovery. To accomplish this, it is expected that the winning vendor(s) will be able to work effectively with other the City vendors (such as proprietary software vendors and internet service providers) to make the IT System a seamless process to the end user.

Additional consulting areas include voice and data network, physical security, SCADA security, virtualization, data storage, Windows server, AI governance, and other general infrastructure technologies.

It is also expected that the winning vendor(s) will assist management with long-term planning to keep systems current and functional in the most cost-effective manner possible. Additionally, they will work with the City's IT Supervisor and Technician utilizing already established day-to-day tracking and prioritization system for work order requests from the various departments.

The overall goal of this RFP is to procure long-term, comprehensive, reliable, timely, proactive IT management, cybersecurity and support that will promote the mission of the City in serving its citizens.

MOAB CITY COMMUNITY PROFILE

The City is located just south of the Colorado River in Grand County and is a regional center of southeastern Utah. It is located on the west side of the 12,500-foot-high La Sal Mountains in a valley fifteen miles long and three miles wide within the heart of the Colorado Plateau known as Spanish Valley.

Moab's historical economy was based on farming, ranching, and fruit growing although some mining was done along the Colorado River and in the La Sal Mountains. Moab's largest industry for the last quarter century has been tourism.

The 2020 Census shows the city's current population at 5,369. Jeeping, hiking, climbing, mountain biking and river activities are all recreational opportunities available in Moab.

A five-member City Council and a Mayor govern the City of Moab, whom residents elect for four-year terms. The Mayor acts as the chairperson for City Council meetings, breaks ties, signs official documents, and appoints officials. The City Council approves resolutions, ordinances, and financial activities of the City. The City Council also hires a City Manager, who is the chief executive and who manages all employees of the City.

MOAB CITY TECHNOLOGY PROFILE

A. City Government Network:

The City Government provides voice and data services to approximately 200 employees in eight departments and fifteen divisions across multiple buildings, including City Hall, Public Works, Wastewater Treatment, Animal Shelter, and the Moab Arts & Recreation Center (MARC).

B. Server and Virtualization Infrastructure: The City has migrated to a virtualized environment utilizing Microsoft Hyper-V.

1. Physical Hosts: Two (2) Dell PowerEdge R6515 Hypervisors running Windows Server 2019 Datacenter.
2. Virtual Machines: Approximately 16 virtual servers running primarily Windows Server 2019 Datacenter. Critical workloads include Domain Controllers, File Servers, Print Servers, SQL Servers (Pelorus/Fatpot), and Application Servers (HVAC, 3CX).
3. Legacy Systems: One legacy VM running Windows Server 2012 R2 (Fatpot - legacy PD) and one isolated VM running Windows 7 (HVAC control).

C. Storage & Backups:

1. Primary Storage: Synology Flash Cluster SAN (RS3617xs+) and Synology iSCSI Failover SAN (RS2818RP+).
2. Backup Strategy: Axcient x360 Recover provides image-based backups with offsite replication. Synology DiskStations (DS1621+) supports local backups.

D. Workstations & Laptops: The City supports a mixed fleet of approximately 180+ managed endpoints.

1. Operating Systems: Primarily Windows 11 Pro.
 2. Hardware Standard: Diverse environment including Dell Latitude Rugged laptops (Police Department), HP EliteDesk/ProDesk desktops, Lenovo ThinkPads, and Microsoft Surface devices.
- E. Network & Security:
1. Firewalls: SonicWall NSA series (Primary at City Hall) and SonicWall TZ series at remote sites (Aquatics, Animal Shelter, Public Works, MARC).
 2. Switching: Ubiquiti EdgeSwitch and UniFi Pro PoE switches utilized for core and edge networking.
 3. Wireless: Hybrid environment utilizing Cisco Meraki and Ubiquiti UniFi access points for secure internal and public Wi-Fi access.
 4. Remote Access: NetMotion (Absolute Secure Access) for the Police Department and VPN L2TP for other remote users.
 5. Antivirus
- F. Phone System:
1. VoIP Solution: 3CX Phone System (Virtual Machine) utilizing Nuso SIP Trunks.
 2. Hardware: Yealink T46S and T54W handsets deployed across all departments.
- G. SCADA Network: The SCADA network monitors the City's municipal water and reclamation facilities.
1. Infrastructure: FortiNet firewalls managed by third party (Dorsett) with specific VMs (InfoScan) isolated on the City network for monitoring.
- H. Enterprise & Departmental Applications:
1. Productivity: Google Workspace (primary Email/Collab) and Microsoft Office 365 (Desktop Apps).
 2. Financial/HR: Pelorus DGS & Timekeeper (On-premise SQL).
 3. Public Safety: Spillman (hosted by Grand County), Fatpot (Legacy/Maintenance mode), Axon Evidence (Cloud), and NetMotion for secure cruiser connectivity.
 4. Other Critical Apps: Sportsman (Cloud/Web-based for Rec Center), ArcGIS (Engineering), and Ascent Compass (HVAC).
- I. Physical Security:
1. Access Control: Axis A1001 Network Door Controllers managing approximately 29 doors across City facilities. Replacing with Unifi Access Control Units.
 2. Surveillance: ExacqVision NVRs (PD Interview rooms) and Lorex/UniFi camera systems at various facilities.

PART 1 - SCOPE OF SERVICES / PROPOSAL REQUIREMENTS – CYBER SECURITY

The Scope of Services for this RFP is to maintain a robust, proactive IT Security Program. The selected vendor must provide a multi-layered security approach ("Defense in Depth") to ensure the confidentiality, integrity, and availability of the City of Moab's data. The solution must meet Compliance-level standards.

Specific Requirements:

The proposal must demonstrate the ability to provide the following security services:

- A. 24/7 Security Operations Center (SOC): Provide continuous 24/7/365 monitoring and response of the City's network environment by a staffed SOC.
- B. SIEM & Log Analysis: Deployment of Security Information and Event Management (SIEM) tools to aggregate and analyze event logs from firewalls, servers, and endpoints to identify anomalies in real-time.
- C. Advanced Endpoint Protection (EDR): Deployment and management of NextGen Antivirus (NGAV) combined with Endpoint Detection and Response (EDR) software to detect, isolate, and remediate advanced threats (e.g., ransomware, zero-day attacks) that traditional antivirus cannot catch.
- D. Protective DNS & Content Filtering:
Implementation of a Protective DNS solution (e.g., Cisco Umbrella or equivalent) to block malicious domain requests at the DNS layer before a connection is established. The solution must include:
 - 1. Threat Protection: Automatic blocking of known malware, ransomware, phishing, and Command & Control (C2) callback domains.
 - 2. Roaming Protection: Agents installed on City laptops to enforce security policies even when devices are off the City network (e.g., employees working from home or hotels).
 - 3. Content Policy Enforcement: Granular filtering capabilities to block specific categories (e.g., Adult Content, Gambling) in accordance with City HR policies.
- E. Managed Intrusion Detection (IDS): Continual monitoring of internal and public-facing infrastructure for intrusion attempts.
- F. Vulnerability Management: Continuous vulnerability scanning of the City's IT infrastructure to identify and prioritize risks for remediation.
- G. Automated Patch Management: Management of security patches for Microsoft Operating Systems and critical 3rd Party Applications (e.g., Adobe, Chrome, Zoom) to close security gaps.
- H. Dark Web Monitoring: Continuous monitoring of the Dark Web for compromised City credentials (emails/passwords) to prevent unauthorized access.
- I. Cloud Security & Backup:

1. Configuration and security monitoring of Google Workspaces and Microsoft Office 365 tenants.
2. Automated, immutable backups for Google Workspaces and Office 365 (Exchange, SharePoint, OneDrive) to protect against data loss in the cloud.
3. Server Business Continuity (BCDR):
 - i. Image-Based Backups: Deployment of a BCDR solution for all critical physical and virtual servers (as listed in the Technology Profile). Backups must capture the full server state (OS, Apps, Files), not just files.
 - ii. Hybrid Storage: Backups must be stored on a local appliance for rapid restoration and replicated to a secure, compliant cloud repository for disaster recovery.
 - iii. Instant Virtualization: The solution must demonstrate the ability to "spin up" (boot) servers as virtual machines directly on the local backup appliance or in the cloud to minimize downtime during a hardware failure or ransomware event.
 - iv. Automated Verification: Daily automated integrity checks (e.g., screenshot verification) to prove backups are bootable and viable.
- J. Security Awareness Training: Provision of an ongoing Security Awareness Training platform for City employees, including automated phishing simulations to test and educate staff.
- K. SCADA & Perimeter Security:
 1. Configuration of perimeter security controls (Firewalls/VPNs).
 2. Third party interface with vendor who manages the SCADA system, is limited to access to network through VPN.
 3. Maintain segregation of the City's SCADA network (Water/Reclamation) to ensure isolation from the corporate network.
- L. Council Room Audio Visual System:
 1. End User Support: Provide technical assistance to designated City staff to ensure the enable recording, live streaming, and hybrid participation (e.g., Zoom/YouTube) of Council meetings.
 2. Vendor Liaison: Act as the primary technical point of contact with the specialized A/V integrator to troubleshoot hardware or configuration issues with the control systems.
- M. Incident Response & Breach Management:
 1. Define, create, and execute on a standard Incident Response Plan (IRP) for phishing, malware, and data breaches.
- N. Compliance & Reporting: Real-time visibility into the security posture of the network, including blocked threats, patch status, and vulnerability scores.

PART 2 - SCOPE OF SERVICES / PROPOSAL REQUIREMENTS - INFORMATION TECHNOLOGY SUPPORT SERVICES

The City requires a proactive Managed Services Provider (MSP) rather than a reactive break/fix vendor. The Consultant(s) will provide IT Infrastructure Consulting Services including architectural guidance, technology roadmap insight, technical implementation, support, and project management related to the following specific areas:

Specific Requirements:

The proposal must demonstrate the ability to provide the following support services:

A. Infrastructure & Server Management:

1. Management and monitoring of the City's hybrid cloud infrastructure, including on-premise Microsoft Hyper-V clusters (Windows Server 2019/2022) and cloud tenants.
2. Administration of Active Directory, Group Policy, and Azure AD Sync.
3. Management of Storage Area Networks (SAN) and iSCSI targets (specifically Synology infrastructure) to ensure high availability.

B. Network & Connectivity:

1. Administration of a complex multi-site Wide Area Network (WAN) across 8+ locations.
2. Management of VLAN segmentation to ensure security and traffic prioritization (e.g., Voice, Data, Guest, SCADA, and CJIS-compliant Public Safety networks).
3. Support for Firewall infrastructure (SonicWall) and Switching infrastructure (Ubiquiti/Cisco).
4. Management of wireless networks including Ubiquiti and Cisco Meraki cloud controllers.

C. Remote End-User & Application Support:

1. Service Desk: 24/7/365 Help Desk support for Windows endpoints.
2. Vendor Liaison Services: Acting as the technical point of contact for mission-critical third-party municipal applications. This includes troubleshooting connectivity and facilitating support with vendors for:
 - i. Public Safety: Spillman, Fatpot, Axon Evidence (Must understand CJIS compliance).
 - ii. Utilities/Finance: Pelorus, Sportsman.
 - iii. Facilities: SCADA, Dorsett Controls, and HVAC systems.
 - iv. Council Chambers: AV System
3. SaaS Management: Administration of Google Workspace (G-Suite) and Microsoft Office 365 tenants, including user lifecycle management (onboarding/offboarding).

O. DEDICATED ONSITE STAFFING (STAFF AUGMENTATION):

The City requires a dedicated onsite IT presence to serve as the Primary Tier 1 & Tier 2 Support for City staff. This role is intended to resolve the majority of end-user tickets in-person, utilizing the remote support team only for support of any absences, Tier 3 escalation, project engineering requests, or complex backend issues.

4. Staffing Requirements:

- i. Hours: Provision of a dedicated technician onsite at City Hall for 40 hours per week (e.g., M-F, 8:00 AM - 5:00 PM), plus any overtime as needed.
- ii. Role: This resource will act as the "Face of IT" for the City, handling:
 - a. Immediate Response: Instant troubleshooting for Police Department critical issues (MDTs, vehicle connectivity) and walk-up requests.
 - b. Physical Logistics: Deployment of new hardware, cable management, and asset retrieval for termed employees.
 - c. Vendor Escort: Supervising third-party access (ISP, HVAC, SCADA) to secure areas.
 - d. Meeting Support: Hands-on setup for City Council meetings (adjusting schedules to accommodate evening meetings as needed).

D. Voice & Physical Security Support:

1. Maintenance and support of the City's VoIP Phone System (3CX hosted on Hyper-V), including SIP trunk management (Nuso) and handset configuration.
2. Underlying network support for physical security systems, including Axis Door Controllers, Unifi Door Controllers, and IP Camera NVRs (ExacqVision/Lorex).

E. Strategic Planning:

1. Provide a dedicated resource to assist with budgeting, lifecycle management, and long-term technology roadmaps.
2. Strategic Business Reviews: Conduct regular reviews to discuss system health, ticket trends, and future projects.

P. Professional Services:

1. Capability must be displayed by having and executing Information Technology-related projects with best-practice systems via a formal project management structure or equivalent, such as a Project Management Office (PMO).

2. A formal leadership structure of professionally appropriate project management-based leaders should exist. Project Management Professional (PMP), or equivalent, credentials are strongly preferred.
3. Formal systems to manage project schedule and costs should be utilized and issues communicated via a standard cadence. Project scoping should be provided via best practice in formal Statement of Work (SOW) documents.
4. Project-related tasks should be executed as normal course of action such as kick-offs, cutover planning, service hand-off and change control efforts.

PART 3 - SCOPE OF SERVICES – ARTIFICIAL INTELLIGENCE GOVERNANCE & STRATEGY

The City recognizes the growing impact of Artificial Intelligence (AI) on municipal operations and the risks associated with unmanaged AI usage. The selected vendor must provide tools and consulting services to help the City harness AI efficiency while protecting sensitive data (CJIS, PII, and HIPAA).

Specific Requirements:

The proposal must demonstrate capability in the following areas:

- A. AI Visibility & Assessment:
 1. Ability to conduct technical assessments to identify unmanaged AI (unauthorized use of public AI tools like ChatGPT) within the City network.
 2. Provide reporting on which employees are using AI tools and the potential security risks associated with that usage.
- B. Secure AI Access Platform:
 1. Provide a secure, managed platform or gateway that allows City staff to access Large Language Models (LLMs) while ensuring enterprise-grade data privacy.
 2. Data Privacy Requirement: The solution must ensure that City data (e.g., Police reports, HR documents) is not used to train public AI models.
- C. Policy & Governance Development:
 1. Assist the City in drafting "Acceptable Use Policies" for AI to ensure compliance with Federal and State regulations.
 2. Provide guidance for high-risk departments (e.g., Police Department usage of AI for case reporting).
- D. Training & Education:
 1. Provide training resources to educate City employees on the safe and effective use of AI tools to improve productivity without compromising security.

PART 4 - REQUIRED SUBMITTAL FORMAT & PRICING

Proposers must describe their reporting capabilities and provide samples for the following:

- A. Executive Dashboards: Real-time views of asset health, ticket status, and security compliance.
- B. Asset Management: Automated tracking of hardware lifecycle, warranty status, and software inventory.
- C. Strategic Reviews: Process for Strategic reviews to discuss budget and roadmap.
- D. AI Governance Reporting: Reports detailing unmanaged AI usage (unauthorized AI tools) detected on the network and user adoption metrics for approved AI platforms.

1. *Requirement:* Attach sample reports.

E. APPROACH AND METHODOLOGY

Proposer must respond to the following regarding the entire scope of work:

- 1. Support Philosophy: Describe the strategy for balancing proactive security (Part 1) with reactive support (Part 2) and innovation (Part 3).
- 2. Support Structure: Describe the team structure and how you ensure familiarity with the City's complex environment (Police, Water, Public Works).
- 3. Service Level Objectives (SLOs): Define response targets for Critical (e.g., 30-min), High, and Low priority issues.
- 4. Escalation: Explain the path from Tier 1 Help Desk to Tier 3 Engineering and CSM engagement.
- 5. Co-Managed Options: Describe how your toolsets allow internal City IT staff to collaborate on tickets and access monitoring tools.
- 6. Transition Plan: Describe the onboarding process, specifically how you will handle the secure transfer of CJIS credentials and documentation from the incumbent provider.

F. TOTAL COST SUMMARY

All submittals shall include a transparent cost breakdown covering Part 1 (Security), Part 2 (Support), and Part 3 (AI).

- 1. Pricing Model: Clearly state if pricing is Per User, Per Device, or Fixed Fee.
- 2. Note: Proposals that do not meet the compliance requirements of Part 1 (CJIS/AWIA) will be rejected.
- 3. Itemized Inclusions/Exclusions: Please confirm inclusion of the following in the monthly fee:
 - i. Security: 24/7 SOC/SIEM, EDR, and Vulnerability Scanning.
 - ii. Support: Remote Help Desk and Onsite Support.
 - iii. Maintenance: Microsoft & 3rd Party Patching Tools.
 - iv. Backups: Office 365 (Exchange/OneDrive/SharePoint) Backup Licenses.

- v. AI Governance: Secure AI Gateway Platform and unmanaged AI Scanning tools.
- 4. One-Time Costs:
 - i. Onboarding/Transition Fees.
 - ii. Initial AI Assessment & Policy Implementation Fees.
- 5. Professional Services: Hourly rates for projects outside the managed services scope.

RFP ASSUMPTIONS

- A. Acceptance Obligation
 - 1. An accepted proposal does not place the City under any obligation to award any contract based on the lowest price or any other proposal response criteria. The City values "Best Value" over "Lowest Price," specifically regarding Cybersecurity and Compliance capabilities.
- B. Project Budget
 - 1. The City has established a budget for this project. We believe this budget is sufficient for the completion of the project. The budget will not be shared with any proposer.
- C. IT Services Acquisition
- D. The acceptance of a proposal does not oblige the City to the services of any participating proposer. The City reserves the right to reject all proposals and not decide.
- E. Preparation Costs
 - 1. All costs associated with proposal preparation are the sole responsibility of the proposer.
- F. System Requirements Modifications
 - 1. After receipt of the proposal, and prior to signing the contract, the City reserves the right to modify the requirements by adding or deleting specific services based on the findings of final contract negotiations.
- G. Infrastructure Status & Remediation
 - 1. The City acknowledges that the network currently contains legacy operating systems (e.g., Windows Server 2012, Windows 7) as noted in the Technology Profile. It is assumed that the selected Vendor will prioritize the remediation or replacement of End-of-Life (EOL) assets during the first 12 months of the contract. The proposal should assume the City is willing to budget for necessary hardware/software upgrades to meet security standards.
- H. Specialized Vendor Cooperation (SCADA/HVAC)

1. The City utilizes specialized 3rd party vendors for Water/Sewer SCADA (Dorsett Controls) and HVAC (ATC/Yamas). The assumption is that the Managed Services Provider (MSP) will manage the network transport, server hardware, and security for these systems, but will coordinate with the specialized vendors for application-specific support.
- I. Mandatory Federal (FBI) and State (Utah BCI) Compliance:
- Due to the scope including the Moab Police Department and administrative access to systems connected to the Utah Criminal Justice Information System (UCJIS), the selected Vendor serves as the agency's Information Technology Specialist. The proposal must confirm adherence to both FBI CJIS Security Policy and Utah Bureau of Criminal Identification (BCI) regulations, specifically:
1. State-Level Background Checks & Rap Back: In addition to national fingerprinting, all Vendor staff with logical or physical access must be fingerprinted and enrolled in the Utah "Rap Back" service (continuous criminal history monitoring) through the Utah BCI, as outlined in UCJIS Policy 6.1.
 2. Non-User Security Agreements: All assigned technicians are classified as "Non-Users" (IT staff with unescorted access) and must sign and submit the official Utah BCI Non-User Security Agreement prior to accessing the network (UCJIS Policy 3.4).
 3. Mandatory Training (Biennial):
 - i. Federal: Technicians must hold current CJIS Security & Privacy Training (Level 4 / Privileged Role).
 - ii. State: Technicians must complete UCJIS Training and Proficiency Testing initially and every two years thereafter, as required by Utah Administrative Rule R722-900 (UCJIS Policy 3.4).
 4. Local Agency Security Officer (LASO) Designation: The Vendor must designate a specific senior technician to serve as the Local Agency Security Officer (LASO) for the City. This individual will act as the primary liaison with the Utah BCI for technical security compliance and audit preparation.
 5. Misuse & Penalties Acknowledgement: Vendor acknowledges that unauthorized access, use, or dissemination of records is a Class B Misdemeanor under Utah Code Annotated § 53-10-108, punishable by criminal and civil penalties.
 6. Media Destruction Compliance: Vendor must comply with Department of Defense (DoD) 5220.22-M standards for wiping or physically destroying computer hard drives and media when they are no longer used (UCJIS Policy 6.4).
- J. Accuracy of Asset Counts

1. Pricing submitted in this proposal is based on the device counts provided in the Technology Profile/Runbook. It is assumed that during the Onboarding Phase, a true-up of assets will occur. If the actual device count varies by more than 10%, the contract price may be adjusted accordingly.

K. Transition Cooperation

1. It is assumed that the incumbent provider will cooperate in a professional manner to transfer administrative credentials, documentation, and domain access to the selected Vendor upon award of the contract.

AWARD CRITERIA

Evaluation Criteria and Basis of Award (Best Value)

The City intends to award to the most qualified responsible Proposer whose proposal is determined to provide the Best Value to the City, considering the evaluation factors and weights set forth below. Price is not the sole determining factor. The City may select a higher-priced proposal if the City determines that the technical approach, security posture, risk reduction, or overall benefits justify the additional cost.

Proposals will be evaluated using a consensus scoring method. Evaluators may request clarifications, conduct interviews, and/or verify references as part of the evaluation. The City reserves the right to reject any or all proposals, waive informalities, and accept the proposal deemed most advantageous to the City.

Evaluation Factors and Weights

Evaluation Factor	Weight
1. Technical Approach and Security Compliance	25%
2. Innovation and AI	25%
3. Support Experience	20%
4. Experience and Past Performance	10%
5. Qualifications and Certifications	10%
6. Cost	10%
Total	100%

A. Technical Approach and Security Compliance (25%)

The City will evaluate the Proposer's ability to meet the requirements in the Scope of Services and to deliver services in a manner consistent with applicable regulatory and security mandates. Considerations include, but are not limited to:

1. **Compliance Alignment:** Demonstrated capability to meet the specific mandates applicable to City operations, including CJIS (Police), AWIA (Water/SCADA), and PCI-DSS (payment environments). Proposals should clearly describe how the Proposer will support compliance obligations (e.g., policies, procedures, audit support, documentation, and control mapping where applicable).
2. **Security Maturity:** The extent to which the Proposer's security program includes advanced security measures (e.g., 24/7 SOC/SIEM monitoring, alert triage/escalation, incident response processes, and EDR) rather than basic antivirus or reactive support.
3. **Complexity Management:** Demonstrated ability to support complex, hybrid environments, including legacy infrastructure remediation, virtualization (Hyper-V), and Public Safety applications (e.g., Spillman/Fatpot). Proposals should address how the Proposer will manage operational risk, continuity, and security in these environments.

B. Innovation and AI (25%)

The City will evaluate the Proposer's ability to support modernization and strategic planning, including innovation, governance, and executive-level guidance. Considerations include, but are not limited to:

1. **AI Governance:** Capability to provide tools and strategy for Artificial Intelligence Governance, including the ability to detect and manage Shadow AI usage and to provide a secure, private AI gateway or comparable controls for City staff to use AI in a managed manner.
2. **Strategic Planning (vCIO):** Quality and maturity of the proposed vCIO process, including the frequency and structure of strategic reviews (quarterly and/or bi-annual), technology roadmaps, budget planning support, lifecycle planning, and executive stakeholder engagement.
3. **Reporting and Visibility:** Availability of executive reporting and for asset health, security posture, and ticket transparency, including the Proposer's approach to KPIs and service reporting.

C. Support Experience (20%)

The City will evaluate the Proposer's service delivery model and the anticipated experience for City staff and departments. Considerations include, but are not limited to:

1. **Team Structure and Consistency:** Support model (e.g., pod-based model vs. general queue), assigned roles, escalation paths, after-hours coverage, and the ability to provide consistent, familiar support personnel.

2. Service Levels: Commitment to service level objectives and responsiveness, including the Proposer's ability to meet 30-minute response times for critical outages and the clarity of severity definitions, response/restore targets, and service reporting.
3. Onboarding and Transition: Clarity and completeness of the onboarding and transition plan, including secure transfer of credentials, documentation, configurations, asset inventories, and operational knowledge from the incumbent provider.

D. Experience and Past Performance (10%)

The City will evaluate the Proposer's relevant experience and demonstrated success in similar environments. Considerations include, but are not limited to:

1. Municipal Experience: Track record serving local government clients of similar size and scope, including experience in public safety and/or utility/SCADA environments where applicable.
2. References: Quality and relevance of references, with preference for references from other municipalities, public safety agencies, or similarly regulated environments. The City may contact references and consider the results as part of the evaluation.

E. Cost (10%)

The City will evaluate proposed pricing for clarity, transparency, and overall value. Considerations include, but are not limited to:

Pricing Model and Transparency: Clarity of fee structure (e.g., fixed fee vs. hourly), identification of what is included/excluded, rate schedules, assumptions, and optional services. Total Cost of Ownership (TCO): Total anticipated cost over the contract term, including recurring fees, tool/licensing costs, onboarding/transition costs, and any anticipated pass-through expenses. The City will consider whether costs are predictable and aligned with the proposed technical and security benefits.

F. Preferred, Licenses, Certifications, and Experience (10%):

Proposers should demonstrate staff certifications relevant to the City's specific environment, including but not limited to:

1. Cybersecurity & Compliance:

- CISSP (Certified Information Systems Security Professional) - Preferred
- CISA (Certified Information Systems Auditor) or equivalent experience with CJIS Audits. - Preferred

2. Utah BCI Compliance:

- Experience preparing agencies for triennial Utah Bureau of Criminal Identification (BCI) technical audits.

3. Infrastructure & Cloud:

- Microsoft Certified: Azure Administrator Associate
- Microsoft 365 Certified: Enterprise Administrator Expert
- Legacy Support: Experience supporting Windows Server 2012/2016/2019 and Microsoft Hyper-V environments.

4. Specialized Municipal Experience:

- SCADA: Demonstrated experience securing network transport for Water/Wastewater SCADA systems.
- Public Safety: Experience supporting Police Departments, including Spillman, Fatpot, Evidence Library software, and Absolute NetMotion VPN.

SUBMITTAL PACKAGE

Proposals

The City wants the respondents to present their "best solution" for the needs specified in the RFP. This RFP is intended to provide a baseline of information from which the proposer can evaluate and propose additional and/or alternative services. Proposers should use their knowledge and experience within the IT services and security industry to recommend creative solutions that will meet or exceed the RFP requirements, including offering specific options and ideas to create a reliable, functional, and cost-effective solution.

Submission Format

Proposals shall be submitted as a single PDF file, labeled with the firm's name. Submittals shall be forwarded to the Purchasing Agent via email as indicated, prior to the due date and time indicated on Page 1. The submittal should address all requests within this RFP and specifically document the project using appropriate text, graphs, tables, or information necessary to describe the project.

Page Limit & Formatting

To allow for adequate description of the Security and AI solutions requested, submittals shall not exceed 20 pages (two-sided) of text and images (exclusive of résumés, sample reports, and sample contracts). The minimum font size is 11. The City desires submittals that are clear, concise, and specific to the needs and conditions of this project.

Proposal Organization

The proposal shall be organized using the following format:

A. Executive Summary

Include a brief summary of your firm's proposal. This section shall succinctly explain the firm's interest in the project and its understanding of the City's specific environment (e.g., Public Safety, Water Infrastructure). It shall also contain the name, contact details, and signature of the person authorized to make formal commitments on behalf of the firm.

B. Proposal Details (The Solution)

Include a detailed description of your response with regard to satisfying the proposed scope of work. Responses should be organized according to the categories listed in the Scope of Services:

1. Part 1: Cyber Security & Compliance (Address CJIS, SCADA, and SOC capabilities).
2. Part 2: IT Support Services (Address Help Desk, Onsite Support, and vCIO).
3. Part 3: AI Governance & Strategy (Address Unmanaged AI detection and Secure AI platforms).

C. Company Qualifications & Experience

Provide a brief profile of the proposer, including:

1. Full legal name, year established, and number of employees.
2. Municipal Experience: specific experience supporting Local Government, Police Departments (Spillman/CJIS), and Public Works (SCADA).
3. Partnerships: Outline key technology partnerships relevant to the City's profile (e.g., Microsoft, Dell, SonicWall, Ubiquiti, Synology).

D. References

All proposers must provide a minimum of three (3) references from previous projects of equivalent size and scope.

1. *Requirement:* At least one reference must be a Government or Public Safety entity to verify CJIS compliance capabilities.

E. Implementation & Onboarding Plan

Describe the timeline and methodology for onboarding. Specifically address how you will manage the transfer of documentation, credentials, and knowledge from the incumbent provider.

F. Sample Documentation

Attach examples of the reports required in the Scope of Services, including:

1. Monthly Executive Summary (System Health).

- 2. Asset Lifecycle Report.
 - 3. AI Risk/Usage Report.
- G. Total Cost Summary
Provide the cost breakdown as defined in Part 4, clearly distinguishing between One-Time Onboarding fees and Recurring Monthly costs.
- H. Contract Documents & Exceptions
Copies of proposed support contracts, Service Level Agreements (SLAs), and any exceptions to the City of Moab Proposal Submittal Requirements.

GENERAL INFORMATION

- A. Tax Exemption
The City is exempt from all local, state, and federal taxes.
- B. Business Licensing
The Selected Consultant must have or obtain a current City of Moab Business License prior to initiating work on this project.
- C. Taxpayer Identification
The Selected Consultant must complete a W-9 form (Taxpayer Identification No.).
- D. Non-Disclosure & Data Privacy
The City will require the execution of a Mutual Non-Disclosure Agreement (NDA) with the selected consultant(s). This agreement will specifically address the protection of Personally Identifiable Information (PII), CJIS (Criminal Justice Information Services) data, and the restriction of using City data for public Artificial Intelligence (AI) model training.
- E. Right of Refusal
The City reserves the right to reject any and all proposals, to waive any informalities or minor irregularities in proposals, and to accept the proposal deemed, in the opinion of the City of Moab, to be in the best interest of the City.
- F. Multiple Awards
The City reserves the right to award these services to multiple vendors with multiple contracts (e.g., separating Physical Cabling from Managed Services) if deemed advantageous.
- G. Ethics Disclosure
As per the Municipal Officer's and Employee's Ethics Act, applicable disclosures must be made to the City on behalf of any owner, agent, or employee of the proposing firm.
- H. Background Checks (CJIS Compliance)
Due to the Scope of Services including support for the Moab Police Department and access to the CJIS network (Spillman/Fatpot systems), the Selected Consultant must ensure that all staff assigned to this account are capable of passing a fingerprint-based background check in accordance with FBI CJIS Security Policy.

I. Cancellation

The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason before contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this RFP for any reason. The City will provide each vendor with written notice of any cancellation and/or modification.

J. Public Records

As a public entity, the City is subject to the Utah Government Records Access Management Act, Chapter 63G-2 of the Utah Code. As such, all documents that potential vendors may submit in response to this RFP may be classified as a public record subject to public disclosure.

K. Certification Compliance

All vendors must comply with all applicable federal, state, and local laws and regulations, including compliance with all applicable certification requirements.

L. Award Subject to Negotiations and Execution of Contract

All awards the City may make under this RFP are subject to the negotiation and execution of a contract between the City and the vendor that is acceptable to both parties.

INSURANCE:

- A. The Successful Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained.
- B. The Successful Contractor shall procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- C. The Successful Contractor shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers generally carrying an A.M. Best rating of "A-" or better.
 - 1. Workers' Compensation (\$1,000,000):

Insurance to cover obligations imposed by the Workers' Compensation Act of Utah and any other applicable laws for any employee engaged in the performance of Work under this contract.
 - 2. Commercial General Liability (CGL):

With minimum single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

 - i. The policy shall be applicable to all premises and operations.
 - ii. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), independent contractors, products, and completed operations.
 - 3. Technology Professional Liability (Errors & Omissions):

With minimum limits of Four Million Dollars (\$4,000,000) per claim and aggregate.

 - i. The policy shall specifically cover liabilities arising from the Consultant's acts, errors, or omissions in rendering computer or information technology services, including but not limited to software failure, security failure, and failure to perform professional services.
 - 4. Network Security & Privacy Liability (Cyber Insurance):

With minimum limits of Four Million Dollars (\$4,000,000) per claim and aggregate.

 - i. This coverage is mandatory due to the scope involving CJIS (Police), PCI (Financial), and SCADA (Infrastructure) data.
 - ii. The policy must include coverage for:

1. Network Security Liability: Third-party liability arising from a security breach, unauthorized access, or introduction of a virus/malware.
 2. Privacy Liability: Liability for the theft, loss, or unauthorized disclosure of Personally Identifiable Information (PII) or Protected Health Information (PHI).
 3. Data Breach Expenses: Costs associated with forensic investigation, notification to affected individuals, and credit monitoring services.
 4. Ransomware/Extortion: Coverage for ransom payments and negotiation costs.
 5. Third-Party Crime / Employee Dishonesty:
With minimum limits of Five Hundred Thousand Dollars (\$500,000).
 6. Coverage to protect the City against loss of money, securities, or property resulting from the dishonest acts of the Contractor's employees while performing services on City premises or accessing City systems.
 7. Comprehensive Automobile Liability:
With minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence and aggregate with respect to each of Contractor's owned, hired, and/or non-owned vehicles assigned to or used in performance of the services.
- D. The policies required above (except Workers' Compensation and Professional Liability) shall be endorsed to include The City, its officers, officials, employees, and volunteers as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City shall be excess and not contributory insurance to that provided by the Contractor.
- E. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Copies shall be forwarded to the City prior to the start of Work. Each certificate shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least 30 days prior written notice has been given to the City.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages shall constitute a material breach of contract upon which the City may immediately terminate the contract.

The City utilizes the State of Utah Purchasing Portal (Utah Public Procurement Place - Bonfire) for procurement activities. This RFP, including all addenda and official communications, will be posted through the portal. Firms interested in responding must register on the State of Utah Purchasing Portal to receive notifications and submit proposals electronically through the system.



AGREEMENT FOR SERVICES

by and between

**THE CITY OF MOAB,
A MUNICIPAL CORPORATION**

and

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is entered into this ____ day of _____ 20____ by and between the City of Moab, a municipal corporation, (the “**City**”) and _____ (the “**Contractor**”). The City and the Contractor are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

RECITALS

A. The City has sought, by issuance of a request for proposal or invitation to bid, the performance of the services defined and described in Section 1 of this Agreement.

B. The Contractor, following submission of a proposal or bid for the performance of the services defined and described in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City’s Municipal Code Section 2.28.130, the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of the Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as defined and described in this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants made by the Parties and contained in this Agreement and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Work

In compliance with all the terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Work” attached to this Agreement as **Exhibit A** and incorporated by this reference. The services described in the Scope of Work shall be referred to as the “**Work**” in this Agreement. The Contractor acknowledges that it accepts the risk that the Work may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation should this occur. As a material inducement to the City entering into this Agreement, the Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Work in a thorough, competent, and professional manner and is experienced in performing the Work. The Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent perform all aspects of the Work. The Contractor covenants that it shall follow the highest professional standards in performing the Work required by this Agreement and that all materials will be of good quality and fit for the purpose intended. For purposes of this Agreement, the

phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

1.2 Contractor’s Proposal

The Work shall include the Contractor’s scope of work, proposal or bid, bid specifications, official design prints and specifications, change orders, approved written instructions, and written contract amendments and notice of award, if any, which shall be incorporated into this Agreement by this reference as though fully set forth in this Agreement. If any inconsistency between any scope of work, proposal or bid and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law

The Contractor shall keep itself informed concerning and shall render the Work in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments

The Contractor shall obtain at its sole cost and expense and shall maintain such licenses, permits and approvals as may be required by law for the performance of the Work. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from, or are necessary for, the Contractor’s performance of the Work. The Contractor shall indemnify, defend and hold harmless the City, its officers, employees or agents against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against the City.

1.5 Familiarity with Work

By executing this Agreement, the Contractor warrants that it:

- 1.5.1. Has thoroughly investigated and has considered the scope of the Work;
- 1.5.2. Has carefully considered how the Work should be performed;
- 1.5.3. Fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement;
- 1.5.4. Has, or will, investigate the site and is, or will be, fully acquainted with the existing conditions prior to commencement of any aspect of the Work upon any site that may be needed to perform the Work;
- 1.5.5. Shall immediately inform the City should the Contractor discover any latent or unknown conditions which will materially affect the performance of any aspect of the Work and shall not proceed except at Contractor’s sole risk and expense until written instructions are received from an authorized representative of the City.

1.6 Care of the Work

The Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection of the Work and any related equipment, materials, papers, documents, plans, studies and/or other components to prevent losses or damages. The Contractor shall be responsible for all damages to persons or property until acceptance of the Work by the City, except such losses or damages as may be caused by the City's own negligence.

1.7 Warranty

The Contractor warrants that all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material or workmanship. The Contractor agrees that for a period of three (3) years (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work, faulty material or workmanship or non-conformance of the work with the Scope of Work, scope of work, proposal or bid, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, the Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective or faulty material or workmanship or non-conforming work and any work which becomes damaged in the course of repairing or replacing the defective or faulty material or workmanship or non-conforming work. For any work corrected, the Contractor's obligation to correct defective or faulty material or workmanship or non-conforming work shall be reinstated for an additional one-year period, commencing with the date of acceptance of the corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. If the Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or faulty material or workmanship or non-conforming work and any work damaged by any defective or faulty material or workmanship or non-conforming work at the Contractor's sole expense. The Contractor shall be obligated to fully reimburse the City for any expenses

incurred upon demand. This provision may be waived in Exhibit B if the Work does not include construction of any improvements or the supplying of equipment or materials.

1.8 Further Responsibilities of Parties

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the Work of the other.

1.9 Services in Addition to the Work

The City shall have the right at any time during the performance of the Work, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Work (Exhibit A) or make changes by altering, adding to or deducting from Scope of Work (Exhibit A). No such extra services may be undertaken unless a written order is first given by the City Manager to the Contractor. These extra services may include an adjustment in (i) the Schedule of Compensation (Exhibit C), and/or (ii) Schedule of Performance (Exhibit D), (if applicable) and these adjustments are subject to the written approval of the Contractor. Any increases in the Schedule of Compensation (Exhibit C), taken either separately or cumulatively, must be approved by the City Manager if the total cost of the services does not exceed \$50,000. If the total cost of the services will exceed \$50,000, the extra services need to be approved by the Mayor. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work or reasonably contemplated by it.

1.10 Special Requirements

Additional terms and conditions of this Agreement, if any, which are made a part of this Agreement, are set forth in the "Special Requirements" which are attached as Exhibit B (if applicable) and are incorporated in this Agreement by this reference. If a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of this Agreement shall govern.

2. **COMPENSATION AND METHOD OF PAYMENT**

2.1. Agreement Sum

Subject to any limitations set forth in this Agreement, the City agrees to pay the Contractor the amounts specified in the "Schedule of Compensation" attached as Exhibit C and incorporated in this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \$50,000 ("**Agreement Sum**"), unless additional compensation is approved pursuant to Section 1.9. The Schedule of Compensation shall include the attendance of the Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the Work with the City is a critical component of the Work. If the

Contractor is required to attend additional meetings to facilitate such coordination, the Contractor shall not be entitled to any additional compensation for attending these meetings. The Contractor acknowledges that the City is greatly concerned about the cost of work and the Work. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques or events that may or will materially increase or decrease the cost of the Work contemplated in this Agreement and specified in the Schedule of Compensation, the Contractor shall promptly notify the City Manager of this fact, circumstance, technique or event and the estimated increased or decreased cost and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed. The Contractor understands that even if it notifies the City Manager of an increase, the City shall not pay any additional funds to the Contractor for any increase unless the Parties fully execute a written amendment to this Agreement pursuant to Section 9.4.

2.2 Method of Compensation

The method of compensation may include:

- 2.2.1. a lump sum payment upon completion;
- 2.2.2. payment in accordance with specified tasks or the percentage of completion of the Work;
- 2.2.3. payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Agreement Sum;
- 2.2.4. such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses and travel expenses approved by the City Manager in advance and only if specified in the Schedule of Compensation.

2.4 Invoices

Each month, the Contractor shall furnish to the City an invoice for all services performed and expenses incurred during the preceding month to carry out the Work. Contractor shall furnish an invoice in a form approved by City and which includes copies of all receipts. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment and supplies.

The City shall independently review each invoice submitted by the Contractor to determine whether the services performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for services performed or expenses incurred by the Contractor which are disputed by the City, or as provided in Section 7.3., the City shall use its best efforts to cause the Contractor to be paid for an invoice within forty-five (45) days of

receipt of the Contractor's correct and undisputed invoice. If any charges or expenses are disputed by the City, the City shall notify the Contractor within thirty (30) days of receipt of the invoice and request that the Contractor correct and resubmit the invoice.

2.5 Waiver

Payment to the Contractor for services performed pursuant to this Agreement shall not be deemed to waive any defect in the work, faulty material or workmanship or non-conformance of the services performed by the Contractor.

3. **PERFORMANCE SCHEDULE**

3.1 Time of Essence

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance

The Contractor shall commence the services pursuant to this Agreement upon full execution of this Agreement and shall perform all services within the time period(s) established in the Schedule of Performance attached as Exhibit D and incorporated in this Agreement by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the City Manager.

3.3 Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of any delay notify the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of any delay and extend the time for performing the services for the period of the delay when, and if, in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance

The City may inspect and accept or reject any of the Contractor's work under this Agreement, either during performance or when the terms of this contract are fully completed. The City shall reject or finally accept the Contractor's work within forty five (45) days after the services being provided to the City are fully completed. The City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. The City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by the City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 5, pertaining to insurance, indemnification and bonds.

3.5 Term

Unless terminated earlier in accordance with Section 7.8 of this Agreement, the term of this Agreement shall be for twelve (12) months, beginning on the date of full execution of this Agreement and extending through and concluding at 11:59 p.m. on the day before the anniversary date of this Agreement ("**Term**"). This Agreement shall automatically be extended for an additional year at the end of any Term unless either Party provides written notice of its desire not to renew this Agreement to the other Party prior to sixty (60) days of the expiration of any Term or extension. This Agreement shall continue to automatically renew indefinitely until terminated by either Party, except as otherwise provided in the Schedule of Performance (Exhibit D).

4. COORDINATION

4.1 Representatives and Personnel of Contractor

The following principals of the Contractor ("**Principals**") are designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the Work:

(Name)	(Title)
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(Name)	(Title)
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(Name)	(Title)
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The Contractor expressly understands that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for the City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Work. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of the City. Additionally, the Contractor shall make every reasonable effort to maintain the stability and continuity of the Contractor's staff, if any, assigned to perform the Work. The Contractor shall notify the City of any changes in the Contractor's staff assigned to perform the Work, prior to and during any such performance.

4.2 Status of Contractor

In providing the Work under this Agreement, the Parties expressly agree that the Contractor is acting as an independent contractor and not as an employee of the City. The Contractor shall have no authority to bind the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City. The Contractor shall not at any time nor in any manner represent that the Contractor or any of the Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

4.3 Contract Officer

The Contract Officer shall be such person as may be designated by the City Manager of the City. Should the City Manager appoint a Contract Officer, it shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Work and the Contractor shall refer any decisions which must be made by the City to the Contract Officer. Unless otherwise specified in this Agreement, any required approval of the City shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required to carry out the terms of this Agreement. In the absence of a designated Contract Officer, the City Manager shall serve the duties of the Contract Officer as specified above on behalf of the City.

4.4 Independent Contractor

Neither the City nor any of its employees shall have any control over the manner, mode or means by which the Contractor, its agents or employees, perform the Work required in this Agreement, except as otherwise set forth in this Agreement. The City shall have no voice in the

selection, discharge, supervision or control of the Contractor's employees, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall perform the Work as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

4.5 Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of the Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, the Contractor shall not contract with any other entity to perform in whole or in part the Work without the express written approval of the City. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted by this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of the Contractor, taking all transfers into account on a cumulative basis. If any such unapproved transfer, including any bankruptcy proceeding, the City, at its sole discretion, may void this Agreement in whole or in part. No approved transfer shall release the Contractor or any surety of the Contractor of any liability without the express consent of the City.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages

General: The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement including any extension as specified in Section 3.2, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of the City:

Comprehensive General Liability Insurance: A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

Worker's Compensation Insurance: A policy of worker's compensation insurance in an amount sufficient to fully comply with the laws of the State of Utah and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage

arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the Work.

Automotive Insurance: A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. The policy shall include coverage for owned, non-owned, leased and hired cars.

Professional Liability: Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to the Work. The insurance must be maintained for at least five consecutive years following the completion of the Work or the termination of this Agreement. During this additional five-year period, the Contractor shall annually, and upon request of the City, submit written evidence of this continuous coverage.

Additional Insurance: Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by the City or its officers, employees or agents shall apply in excess of, and not contribute with the Contractor's insurance. The insurer is deemed to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of these policies of insurance shall provide that the insurance may not be amended or cancelled by the insurer or any Party without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. If any of these policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the City Manager. The Contractor shall not commence the Work or any other services until the Contractor has provided the City with Certificates of Insurance or appropriate evidence of the above insurance coverages and these Certificates of Insurance or appropriate evidence of the above insurance are accepted by the City. The City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to the City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION: SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED, THE ISSUING COMPANY SHALL

MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED IN THIS AGREEMENT.

[to be initialed] _____

Agent Initials

The City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds with respect to: liability arising out of activities the Contractor performs; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, and its respective elected and appointed officers, officials, employees or volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

5.3 Indemnification

To the full extent permitted by law, the Contractor shall indemnify, defend at its own expense and hold harmless the City, its officers, employees, agents and volunteers ("**Indemnified Parties**") against, and shall hold and save them and each of them harmless from any and all liability and actions whether judicial, administrative, regulatory or arbitrated ("**Actions**") and any and all losses, claims, expenses or damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the Work or any other operations or activities provided in this Agreement of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable ("**Indemnors**"), or arising from the Contractor's negligent, reckless or willful misconduct, or arising from the Contractor's Indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement ("**Claims**"). The Contractor shall defend any Action filed in connection with any such Claims and shall pay all costs and expenses, including legal costs and attorneys' fees incurred in connection with any Claims.

The Contractor shall promptly pay any judgment rendered against the City, its officers, agents or employees for any such Claims arising out of or in connection with the performance of or failure to perform services, operations or activities of the Contractor and the Contractor agrees to save and hold the City, its officers, agents, and employees harmless.

If the City, its officers, agents or employees is made a party to any Action filed or prosecuted against the Contractor for such Claims arising out of or in connection with the performance of or failure to perform the services, operation or activities of the Contractor, the Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Failure of the City to monitor compliance with these provisions shall not be a waiver of this requirement. The provisions of this Section do not apply to claims or liabilities occurring as a result of the City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from the City's negligence, except that design professionals' indemnity shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Agreement.

5.4 Performance Bond

Concurrently with execution of this Agreement, and if required in Exhibit B, the Contractor shall deliver to the City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in Utah, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager due to unique circumstances. If this Agreement continues for more than three years duration, or the City Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the City Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City

Manager to the City Council of City within ten (10) days of receipt of notice from the City Manager.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records

The Contractor shall keep all ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to the City and Work (“**Records**”), as shall be necessary to perform the Work and enable the City to evaluate the performance of the Work. Any and all such Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City shall have full and free access to these Records at all times during normal business hours of the City, including the right to inspect, copy, audit and make transcripts from such Records. The Contractor shall maintain such Records for a period of seven (7) years following completion of the Work, and the City shall have access to such Records if an audit is required. If of dissolution of Contractor’s business, custody of the Records shall be given to the City, and access shall be provided by Contractor’s successor in interest.

6.2 Reports

The Contractor shall periodically prepare and submit to the City Manager (or his or her designee) such reports concerning the performance of the Work required by this Agreement as the City Manager (or his or her designee) shall require as well as any reporting required in the Scope of Work.

6.3 Ownership of Documents

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**Documents**”) prepared by the Contractor, its employees and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the City Manager (or his or her designee) or upon the termination of this Agreement. The Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the Documents. Any use, reuse or assignment of such Documents for other projects and/or use of uncompleted documents without specific written authorization by the City shall be at the Contractor’s sole risk and without liability to the City. The Contractor may retain copies of such Documents for its own use. The Contractor shall have an unrestricted right to use the concepts embodied.

6.4 Confidentiality and Release of Information

All information gained or work product produced by the Contractor in performance of this Agreement shall be held confidential by the Contractor unless such information is in the public

domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the City Manager (or his or her designee).

The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Work. Response to a subpoena or court order shall not be considered "voluntary."

If the Contractor, or any officer, employee or agent of the Contractor, provides any information or work product in violation of this Agreement, the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of the Contractor's conduct.

The Contractor shall immediately notify the City should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the Work. The City retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response provided by the Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 Utah Law

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Utah. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Grand, State of Utah, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the District of Utah, Tenth Circuit.

7.2 Disputes; Default

If the Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating the Contractor for any services performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default.

This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If the Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Section. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds

The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute or which are necessary to compensate the City for any losses, costs, liabilities or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of the Contractor's acts or omissions in performing or failing to perform the Contractor's obligation under this Agreement. If any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City as elsewhere provided in this Agreement.

7.4 Waiver

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of _____ (\$ _____) as liquidated damages for each working day of delay in the performance of any service required by this Agreement, as specified in the Scope of Work (Exhibit A) and Schedule of Performance (Exhibit D). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services except those as may be specifically approved by the City Manager. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the City Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the City Manager, except as provided in Section 7.3. If the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced and/or services delivered. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the City may, after compliance with the provisions of Section 7.2, take over the services and see them to completion by contract or otherwise. Should this occur, the Contractor

shall be liable to the extent that the total cost for completion of the services required exceeds the Schedule of Compensation in this Agreement (provided that the City shall use reasonable efforts to mitigate such costs), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of amount in excess of the Schedule of Compensation.

7.10 Attorneys' Fees

If either Party to this Agreement is required to initiate or defend is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation.

8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-Liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest

The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder the Contractor's performance of services under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee or agent without the express written consent of the City Manager. The Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Contractor warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination

The City is committed to providing equal employment opportunity for all persons without regard to race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law. The Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against any person or group of persons on account of race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law.

9. MISCELLANEOUS PROVISIONS

9.1 Notices

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and served personally, sent via email, or sent by prepaid, first-class mail, in the case of the City, to the City Manager, City of Moab, 217 East Center Street, Moab, UT 84532 or [insert email address] and in the case of the Contractor, to the person at the physical and email addresses designated on the signature page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. For the purposes of this agreement, the term “shall” means an action that is required or mandatory.

9.3 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment

This Agreement including the attachments is the entire, complete and exclusive expression of the understanding of the Parties on the subject of this Agreement. There are no oral agreements between the Parties concerning this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and signed by the Contractor and by the City Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability

If any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid or unenforceable by an order, judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs or sections of this Agreement which are hereby agreed to be severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority

The persons executing this Agreement on behalf of the Parties warrant that (i) the Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of the Party, (iii) by executing this Agreement, the Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

9.7 No Waiver of Immunity

The City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this Agreement are expressly limited to the amounts identified in the Act. Further, nothing in this Agreement shall be deemed to abrogate or waive any immunity possessed by the City, including immunity under the Utah Governmental Immunity Act, U.C.A. § 63G-6-101, et seq., or other applicable law.

9.8 Titles/Headings

The headings in the Agreement are for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

9.9 Necessary Acts of Cooperation

The Parties agree to do any act or thing necessary to execute any and all documents or instruments required by this Agreement and which are necessary and proper to make effective the provisions of and transaction contemplated by this Agreement. Provided, however, that neither Party shall act, or purport to act, on behalf of the other without the express written consent of the other Party.

9.10 Legal Review

The Parties represent and agree that they had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such an agreement is to be construed against its drafter shall not apply to this Agreement.

9.11 Incorporation of Recitals

The recitals set forth in this Agreement are incorporated as part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

CITY:

Dated: _____

CITY OF MOAB, a municipal corporation

Carly Castle
Acting City Manager

CONTRACTOR:

Dated: _____

By: _____
Name: _____
Title: _____

Address: _____

Email: _____

ATTESTED:

By: _____

Sommar Johnson
City Recorder

EXHIBIT A
SCOPE OF WORK

- I. Contractor will perform the following services and/or work (the “Work”):**
 - A.
 - B.
 - C.
- II. As part of the Work, Contractor will prepare and deliver the following tangibles to the City:**
 - A.
 - B.
 - C.
- III. In addition to the requirements of Section 6.2, during performance of the Work, Contractor will keep the City appraised of the status of the Work by delivering the following status reports:**
 - A.
 - B.
 - C.
- IV. All work product is subject to review and acceptance by the City and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by the City.**
- V. Contractor will utilize the following personnel to accomplish the Work:**
 - A.
 - B.
 - C.

EXHIBIT B
SPECIAL REQUIREMENTS

EXHIBIT C
SCHEDULE OF COMPENSATION

I. The Contractor shall perform the following services:

	RATE	TIME	SUB-BUDGET
A. Task A	_____	_____	_____

II. The City will compensate the Contractor for services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the services performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged for the services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the services.

III. The total compensation for all services related to the Work or otherwise shall not exceed \$50,000, as provided in Section 2.1 of this Agreement.

IV. The Contractor's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT D
SCHEDULE OF PERFORMANCE

- I. Contractor shall perform the Work and all other services in accordance with the following schedule:**

- II. Contractor shall deliver the Work and all other services to the City by the following dates:**

- III. The City Manager may approve extensions for performance of the Work and all other services in accordance with Section 3.2.**