



## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
  - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor sign.
  - d) **"Contractor"** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
  - f) **"Proposal"** means Contractor's response to the State Entity's Solicitation.
  - g) **"Solicitation"** means the documents used by the State Entity to obtain Contractor's Proposal.
  - h) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - i) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - j) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
  - a) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  - b) Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  - c) Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.
- Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
- If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to the State Entity within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.
17. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.

18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
20. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
21. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.
24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
25. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
27. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend

Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
35. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
36. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
37. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
40. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
41. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
42. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
43. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised August 8, 2016)

## ATTACHMENT B: SCOPE OF WORK

The following Scope of Work for this Contract is from the detailed Scope of Work in the Request for Proposals (“RFP” or “Solicitation”), which is based upon the interpretation of certain requirements set forth in the Utah Communications Authority Act, Title 63H, Chapter 7a of the Utah Code, that are applicable to the Utah Communications Authority (“UCA” or “State Entity”). By statute, UCA must create and maintain a statewide, comprehensive multi-year strategic plan. The entire plan will ultimately incorporate the activities of the statewide 911 emergency response system, the Radio Network Division, the Interoperability Division, and the Administrative Services Division, and will include plans for the existing communications networks, developing new systems, expanding existing systems, statewide interoperability, statewide coordination, and FirstNet standards.

The purpose of the RFP is to enter into a Contract with a qualified professional consultant to assist UCA, and its member municipal, county and state public safety entities, with a strategic plan for the upgrade and expansion of the public safety communications network. The Scope of Work consists of three phases. The Scope of Work for Phase One is provided in this Attachment and after the completion of Phase One, the Scope of Work for Phases Two and Three will be determined.

**Phase One:** Contractor will draft a written plan for the upgrade and/or expansion of the current 800 MHz radio infrastructure, and effective interoperability or integration with the existing VHF and other radio systems, with consideration to future growth and technologies. Phase One, and the documentation required for Phase One, must be completed within sixty (60) days of the Effective Date. Pursuant to the RFP, the Scope of Work for Phase One shall include at least the following:

- a. Contractor will develop a master plan for the upgrade and expansion of the public safety communications network that details multi-year capital projects that will replace or rebuild the state radio system backbone and that includes the logical relations for local coverage.
- b. Contractor will determine whether, and recommend how, other public safety communications networks can be integrated with the state backbone.
- c. Contractor will provide an estimate of the full cost of completing the state backbone to specified standards, local subsystems, and the potential advantages of using a request for proposal approach to solicit private and public sector participation in the project.
- d. Contractor will prepare a financial analysis estimating the funds required to cover debt service of revenue bonds issued to finance the cost of completing the statewide radio system upgrade and expansion.
- e. Contractor will conduct a review of the project governance and implementation plan provided for in Utah Code Annotated Section 63H-7a-404, and make recommendations if appropriate.
- f. Contractor will provide assistance with drafting a statewide, comprehensive multi-year strategic plan for the communications network for the Network Radio Division, developing new systems, expanding existing systems, statewide interoperability, statewide coordination and FirstNet standards pursuant to Utah Code Annotated Section 63H-7a-204. This multi-year strategic plan must address and make recommendations on at least the following items:
  - (1) Define interoperability among 800 MHz trunking and VHF conventional users: The plan must account for the desire of some agencies to remain separate from the 800 MHz trunked radio system and define alternative means of interoperability that are inherently functional in the existing trunked radio network or that could be procured through a solicitation or request for proposals process.
  - (2) Identify the potential role of APCO Project 25 (“P25”) standards in the new or upgraded system: The plan should address UCA’s investment in P25-compliant technology, in partnership with Salt Lake City, and make recommendations that would benefit end-users and municipalities during the migration of the system.
  - (3) Review and include findings of the UCA Board Equipment Committee: The plan must include formal conclusions on the findings of the UCA Board Equipment Committee and recommend the parameters to be followed by UCA for provisioning, managing and controlling consoles.
  - (4) Identify the relationship UCA should have with FirstNet: Contractor should offer its industry expertise and advise to UCA pertaining to FirstNet, including a conclusion as to whether or not FirstNet can provide mission critical push-to-talk functionality in the place of Land Mobile Radio (“LMR”) within the slated timeframe for LMR modernization. Contractor should develop a plan that identifies and recommends the areas of the public safety communications network that would most likely benefit from a relationship with FirstNet.
  - (5) Review and make recommendations on the Public Safety Communications Network: The plan should include recommendations on providing high quality, cost effective services, evaluating the benefits, costs, existing facilities and equipment and services of public and private providers and identify, where economically feasible, utilizing existing infrastructure to avoid duplication of facilities, equipment and services of providers of communications services.
  - (6) Incorporate information from a recently commissioned 911 Performance Audit and Study: The plan should incorporate the findings and recommendations from a 911 Performance Audit and Study related to statewide 911 and the 911 Division, recently commissioned by UCA and performed by Matrix Consulting Group, Inc. The findings and recommendations of the 911 Performance Audit and Study must be cross referenced and integrated with the findings related to the public safety communications network and the recommendations related to the Network Radio Division and the Interoperability Division.

**Phase One Tasks (Deliverables) – Develop UCA Radio System Master Plan:** To fulfill the RFP Scope of Work for Phase One, State Entity and Contractor agree that Contractor will perform the following tasks:

**Task 1 – Conduct Project Planning Workshop:**

Contractor will conduct a planning workshop or meeting with representatives of the UCA Board and staff to confirm UCA's objectives for this undertaking, timelines and deliverables. Prior to the workshop, Contractor will work with UCA's project manager and project team to identify a comprehensive list of stakeholders and determine the most effective way of obtaining their input. At the Project Planning Workshop, Contractor will review the stakeholders list to ensure its completeness (list to include UCA Board members, UCA staff, representatives from departments and agencies that rely on the radio systems, and representatives of certain state agencies that are critical to this effort). Following the meeting, Contractor will develop a communications plan to ensure that all stakeholders are provided with information on key project activities and status.

**Task 2 – Review Background Materials:**

Contractor will review available information regarding the current radio system and operations for background on the system. Examples of the types of items Contractor will review include system design diagrams, site information and diagrams, coverage maps, user reports on coverage or interference problems, radio programming information, current usage patterns, memorandums of understanding, maintenance reports, planning documents, tactical interoperable communications plans, previous studies, previous RFPs, infrastructure and user equipment inventories, relevant state and local regulations, statutes and policies, technology or operations standards, systems budget information, financial budget objectives, and any other materials that the stakeholders believe may provide insight on the project.

**Task 3 – Conduct Interviews or Focus Groups with UCA Board Members:**

Contractor will meet with UCA Board members, individually or in groups, to understand their objectives for the future of wireless communications in the state. Ultimately, through this process, the Board will need to develop a consensus on how to upgrade the 800 MHz system and how to best utilize the VHF system for the benefits of its stakeholders.

**Task 4 – Solicit Input from the Radio Network Advisory Committee:**

Contractor will solicit input from the Radio Network Advisory Committee for the Master Plan. Contractor could either meet with the entire committee or interview individual committee members as necessary.

**Task 5 – Conduct Interviews or Focus Groups with Regional Stakeholders:**

In coordination with the UCA staff, Contractor will solicit appropriate input from UCA's stakeholders throughout the state. To obtain this input, Contractor could conduct regional focus groups with local stakeholders and/or interview specific users to identify their perception of the strengths and weaknesses of the current systems and their priorities for improving public safety communications in the state. The regional stakeholders would include users of the 800 MHz system and users of the VHF system as well as users that operate on both systems. These outreach efforts could be focused on some or all of the seven Associations of Governments in the state, i.e., Bear River Association of Governments, Five County Association of Governments, Mountainland Association of Governments, Six County Association of Governments, Southeastern Utah Association of Local Governments, Uintah Basin Association of Governments, and Wasatch Front Regional Council.

**Task 6 – Analyze Coverage and Performance of Systems:**

In order for the UCA Board to better understand the relative costs of maintaining the existing footprint of the systems versus expanding the coverage of systems into new areas, Contractor would work with the UCA staff to confirm the existing systems (800 MHz and VHF) that provide adequate coverage and identify and prioritize additional sites that could be used to enhance the coverage of the systems and provide enhanced service to users. If UCA desires, Contractor could provide an analysis of the potential coverage from any new sites that UCA would like to consider.

**Task 7 – Analyze Integration of the 800 MHz Network and Other Public Safety Radio Systems:**

Since users will continue to use both 800 MHz and VHF systems for the foreseeable future, UCA would like to identify practical ways to improve interoperability between users on the 800 MHz system and users of other systems (e.g., UCA VHF system, DMR systems, etc.). Solutions to this problem may be somewhat easier in areas where the two systems provide overlapping coverage and more difficult in areas where only one of the systems has adequate coverage. Contractor will examine interoperability methods, including the use of console and permanent patches between disparate systems, mutual aid channels, multiple or multiband radios, radio caches, IP radio interfaces and other emerging technologies that are identified with the project team.

**Task 8 – Prepare Budgetary Estimates:**

Contractor will prepare, at the direction of UCA, a budgetary estimate of the costs required to update the existing 800 MHz system to a modern, P25-based system, maintain the reliability of the VHF system and address the additional needs of its users, and provide interoperability between the 800 MHz and VHF users where necessary and practical.

**Task 9 – Perform Debt Financing Analysis:**

Since UCA is considering the use of revenue bonds to fund the upgrade of its radio systems, UCA would like to understand the costs associated with this approach. Contractor will work with UCA to develop a financing model that takes into account the projected cost of the desired upgrades, the number of users/radios involved in the upgrade and the expected lifecycle of the system upgrades. Contractor would work with state agency personnel that are experienced with public debt financing in the State of Utah to identify the interest rates, issuance costs and terms that might be applicable to UCA in a project of this type. Based on

these appropriate assumptions, Contractor will develop a financing model that will estimate the total financing costs of the project along with the revenue that will be required from users to retire the debt.

**Task 10 – Analyze the Approach for Upgrading the Networks:**

Contractor will work with the UCA project team to consider practical alternatives for procuring a new or upgraded radio system. UCA has a variety of alternatives for upgrading its existing system, including a competitive procurement for a new system, an upgrade from the existing vendor or multiple procurements for portions of the new system. Contractor will work with the UCA project team to identify the advantages and disadvantages of each potential approach, in order to permit UCA to make an informed decision about the approach to upgrade and/or replace the current system.

**Task 11 – Review the Project Governance and Implementation:**

Contractor will work with the UCA project team to review the project governance and implementation plan for the upgrade of the existing systems. Contractor will consider whether appropriate stakeholders are included in the governance of the project and whether appropriate technical and management resources are available for the implementation. If Contractor determines that the governance or implementation plan for the project is inadequate, Contractor will make appropriate recommendations to the UCA Board for improvements.

**Task 12 – Prepare Master Plan:**

Based upon the results of the previous tasks and with the significant input of the UCA stakeholders, Contractor will prepare a Master Plan for radio communications that details multi-year capital projects that will replace or rebuild the UCA radio system backbone and provide appropriate capabilities for local coverage. The Master Plan will incorporate the findings from our previous tasks and will provide a roadmap for UCA to move forward with subsequent phases of the project. Contractor will submit a draft report to the UCA project team for review and comment. As needed, members of Contractor's team will be available to present findings to the UCA Board, Legislators and other stakeholders.

**Phase Two:** Contractor will draft a written plan for 911 interoperability to include incorporation of recommendations of the 911 Performance Audit and Study, consolidation, CAD, and future 911 capabilities.

- a. The Scope of Work for Phase Two will be finalized by UCA once Phase One is completed. Contractor will be given time to submit cost and time estimates for Phase Two.

**Phase Three:** Contractor will draft a multi-year plan to address system maintenance and upgrades, funding, and the potential of emerging and future technologies effecting radio communications and 911 emergency services, to include FirstNet, Land Mobile Radio or Long Term Evolution ("LTE") systems, and other upgrades not identified within Phase One of the strategic plan development.

- a. The Scope of Work for Phase Three will be finalized by UCA once Phase One is completed. Contractor will be given time to submit cost and time estimates for Phase Three.



## ATTACHMENT C: COST INFORMATION

The Scope of Work consists of three phases. The Scope of Work for Phase One is provided in Attachment B of this Contract and the Scope of Work for Phases Two and Three will be determined after the completion of Phase One. Accordingly, the costs of the consulting services under this Contract are based upon two categories:

Category One is a fixed cost for the completion of Phase One; and

Category Two is a cost per hour for consultation, work and development in support of the completion of Phases Two and Three.

The three phases are listed below and the costs are separated into the two categories based upon the elements that are required by the RFP for the different phases.

**Category One: The total fixed cost for completion of Phase One will be \$75,000.00.**

Phase One: Contractor will draft a written plan for the upgrade and/or expansion of the current 800 MHz radio infrastructure, and effective interoperability or integration with the existing VHF and other radio systems, with consideration to future growth and technologies. The Phase One tasks (deliverables) are provided in Attachment B.

**Pursuant to the State of Utah Standard Terms and Conditions for Services, Contractor will submit an invoice within thirty (30) days of Contractor's performance of the Phase One tasks in Attachment B, Scope of Work. The State Entity agrees to submit payment of \$75,000.00 to Contractor within thirty (30) days after a correct invoice is received. Contractor's performance of the Phase One tasks must be completed within sixty (60) days of the Effective Date of this Contract.**

**Category Two: The rate for work in Phases Two and Three will be \$195.00 per hour. This will be in addition to the total cost for the completion of Phase One.**

Phase Two: Contractor will draft a written plan for 911 interoperability to include incorporation of recommendations of the 911 Performance Audit and Study, consolidation, CAD, and future 911 capabilities.

- a. The Scope of Work for Phase Two will be finalized by UCA once Phase One is completed.

Phase Three: Contractor will draft a multi-year plan to address system maintenance and upgrades, funding, and the potential of emerging and future technologies effecting radio communications and 911 emergency services, to include FirstNet, Land Mobile Radio or Long Term Evolution ("LTE") systems, and other upgrades not identified within Phase One of the strategic plan development.

- a. The Scope of Work for Phase Three will be finalized by UCA once Phase One is completed.

**State Entity and Contractor agree that after the completion of Phase One, Contractor will be given time to submit cost and time estimates for Phases Two and Three.**