



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management and Budget  
525 W. Allegan, Lansing, MI 48933  
P.O. Box 30026, Lansing, Michigan 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **2**  
to  
Contract Number **071B5500104**

<b>CURRENT CONTRACTOR</b>	CTS Consolidated Telecom services, LLC
	204 Texas Avenue
	Round Rock, TX 78664-2141
	Pam Faver
	512-748-3339
	pfaver@ccc411.com
	9685

<b>NEW CONTRACTOR</b>	BearCom LLC
	4009 Distribution Drive, Suite 200
	Garland, TX 75041
	Pamela Chalasani
	512-279-5950
	Pamela.chalasani@bearcom.com
	9349

STATE CONTACTS			
Program Manager	Pamela Matelski	DTMB	Contract Administrator
	517-373-0084		
	matelskip1@michigan.gov		
	Malathi Natarajan	DTMB	
	517-284-7030		
	natarajanm@michigan.gov		

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Public Service Broadband Consulting			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 2, 2015	August 31, 2016	3 – 1 Year	August 31, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,197,362.00	0.00	\$1,197,362.00		

**DESCRIPTION:** Effective August 1, 2016, Change of Contractor name and Tax ID number. All other terms, conditions, specifications and pricing remain the same. Per (DTMB) contractor (request/proposal) and agency (request) agreement, and DTMB Procurement approval.



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number 1  
to  
Contract Number 071B5500104

<b>CONTRACTOR</b>	CTS Consolidated Telecom Services, LLC
	204 Texas Avenue
	Round Rock, TX 78664-2141
	Pam Faver
	512-748-3339
	pfaver@ccc411.com
	*****9685

<b>STATE</b>	Program Manager	Blastic, Laura	DTMB
		517-373-7910	
	blasticl@Michigan.gov		
	Contract Administrator	Terry Mead	DTMB
(517) 284-7035			
meadt@michigan.gov			

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Public Service Broadband Consulting				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
June 2, 2015	August 31, 2016	3 - 1 Year	August 31, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		August 31, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,197,362.00		\$ 0.00	\$1,197,362.00	

**DESCRIPTION:** Effective June 20, 2016, this contract is hereby amended to exercise the first option year. The revised contract expiration date is August 31, 2017. All other terms, conditions, pricing, and specifications remain the same. Per contractor and agency agreement and DTMB Procurement approval.

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**NOTICE OF CONTRACT NO. 071B5500104**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
CTS Consolidated Telecom Services, LLC 204 Texas Avenue Round Rock, TX 78664-2141	Pam Faver	pfaver@ccc411.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(512) 748-3339	9685

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DTMB	Laura Blastic	(517) 373-7910	blasticl@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	(517) 284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION: Public Service Broadband Consulting</b>			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
14 months	June 2, 2015	August 31, 2016	3, one year
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$1,197,362.00	

Notice of Contract #: **071B5500104**

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**For the Contractor:**

\_\_\_\_\_  
**Pam Faver,**  
**Contract Administrator**  
**CTS Consolidated Telecom Services, LLC**

\_\_\_\_\_  
**Date**

**For the State:**

\_\_\_\_\_  
**Sharon Walenga-Maynard, Sourcing Director,**  
**DTMB Procurement**  
**State of Michigan**

\_\_\_\_\_  
**Date**



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**Standard Contract Terms & Conditions**

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and CTS Consolidated Telecom Services, LLC (“**Contractor**”), a Texas Limited Liability Corporation. This Contract is effective on June 2, 2015 (“**Effective Date**”), and unless terminated, expires on August 31, 2016.

This Contract may be renewed for up to three (3) additional one (1) year period(s). Renewal must be by written agreement of the parties.

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables described in the attached **Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in the Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Jarrod Barron DTMB-Procurement PO Box 30026 Lansing, MI 48909-7526 Email: barronj1@michigan.gov Phone: (517) 284-7045	Pam Faver CTS Consolidated Telecom Services, LLC 204 Texas Avenue Round Rock, Texas 78664 <a href="mailto:pfaver@ccc411.com">pfaver@ccc411.com</a> 512.748.3339

- Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a “**Contract Administrator**”):



<b>If to State:</b> Jarrod Barron DTMB-Procurement PO Box 30026 Lansing, MI 48909-7526 Email: barronj1@michigan.gov Phone: (517) 284-7045	<b>If to Contractor:</b> Pam Faver CTS Consolidated Telecom Services, LLC 204 Texas Avenue Round Rock, Texas 78664 <a href="mailto:pfaver@ccc411.com">pfaver@ccc411.com</a> 512.748.3339
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

<b>If to State:</b> Laura Blastic DTMB-Center for Shared Services 111 S Capitol Avenue Lansing MI 48933 blasticl@michigan.gov Phone: (517) 373-7910 Fax: (517) 373-2939	<b>If to Contractor:</b> Pam Faver CTS Consolidated Telecom Services, LLC 204 Texas Avenue Round Rock, Texas 78664 <a href="mailto:pfaver@ccc411.com">pfaver@ccc411.com</a> 512.748.3339
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5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in the attached Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; (2) include a waiver of subrogation; and (3) for a claims-made policy, provide 3 years of tail coverage.
<b>Motor Vehicle Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$100,000 Each Accident	



\$100,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Privacy and Security Liability (Cyber Liability) Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
<b>Professional Liability (Errors and Omissions) Insurance</b>	
<u>Minimal Limits:</u> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate  <u>Deductible Maximum:</u> \$50,000 Per Loss	

If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of one percent (1%) on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget  
 Financial Services – Cashier Unit  
 Lewis Cass Building  
 320 South Walnut St.  
 P.O. Box 30681  
 Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** The Contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit



hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Upon written agreement between the State and Contractor, this Contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.



15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in The Statement of Work.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in The Statement of Work. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Reserved.**
18. **Reserved.**
19. **Reserved.**

20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in The Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.



21. **Liquidated Damages.** The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under Section 23, the State is entitled to collect liquidated damages in the amount of \$5,000.00 and an additional \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Section 23, the State may assess liquidated damages against Contractor as specified below.

a. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

b. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.



24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to



become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
  - a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
  - b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party



who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. **Reserved.**

34. **Reserved.**

35. **Reserved.**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 7 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being



performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved.**
41. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
42. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
43. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.



44. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
45. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
46. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
47. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
48. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
49. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) The Statement of Work; (d) any other exhibits; and (e) the Contract.
50. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
51. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
52. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
53. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").



## **Statement of Work (SOW)**

### **1.010 Project Identification**

#### **1.011 Project Request**

This Statement of Work results from a Request for Proposal (RFP) for the State of Michigan (State) by Michigan Department of Technology, Management & Budget (DTMB), Center for Shared Services (CSS).

The federal Middle Class Tax Relief and Job Creation Act, signed into law in 2012, created the First Responder Network Authority (FirstNet). The law gives FirstNet the mission to build, operate and maintain the first high-speed, nationwide wireless broadband network dedicated to public safety. FirstNet will provide a single interoperable platform for emergency and daily public safety communications. More information on FirstNet can be found at: <http://firstnet.gov/>

#### **1.012 Background**

In 2012, the Middle Class Tax Relief and Job Creation Act directed the National Telecommunications and Information Administration (NTIA) to establish a grant program to assist State, regional, tribal and local jurisdictions with identifying, planning, and implementing the most efficient means to use and integrate the infrastructure, equipment, and other architecture associated with a nationwide public safety broadband network to satisfy the wireless broadband and data services needed for their jurisdictions. This grant program is the State and Local Implementation Grant Program (SLIGP).

Michigan is required to complete the following activities during the 3 year grant period:

1. Establish or enhance a governance structure to consult with FirstNet;
2. Develop procedures to ensure local and tribal representation when the state is consulting with FirstNet;
3. Conduct education and outreach for all relevant stakeholders that will be involved in the public safety broadband network;
4. Identify potential public safety users for the MiPSB network;
5. Develop a standard Memorandum of Agreement appropriate for the grantee state to facilitate the possible sharing of infrastructure with FirstNet;
6. Develop staffing plans to involve local and tribal stakeholders in a future data collection in consultation with FirstNet;
7. Prepare a comprehensive plan as part of the Statewide Communications Interoperability Plan (SCIP), or a plan complementary and similar to the SCIP, describing the public safety needs that the grantee expects FirstNet to address, plus relevant milestones.

The SLIGP grant is broken into two phases. Phase 1 is focused on education and outreach with project stakeholders as well as business requirements gathering for Michigan's needs in the nationwide public safety broadband network. This is in preparation for phase 2. Phase 2 will be focused on data collection and workings with FirstNet to further identify, clarify and understand the requirements.

At the conclusion of the SLIGP project, FirstNet and NTIA will provide a 'Notice to Governors' to Michigan's Governor providing a document outlining the proposed implementation of the nationwide public safety broadband network (NPSBN). The Governor's office will have 90 days to notify NTIA on whether Michigan will be opting in or out of the NPSBN. The information garnered over the 3 year SLIGP project and recommendations from the MiPSB team will help the Governor's office with the OPT In / Out decision.

SLIGP is based on a quarterly schedule. This contract is anticipated to start during quarter 7 of the ongoing grant implementation and will be completed at the end of the grant period, quarter 12. The table below outlines the quarter timeline.



SLIGP Quarter	Beginning Date	Ending Date	Reporting Date
Q7	1/1/2015	3/31/2015	4/30/2015
Q8	4/1/2015	6/30/2015	7/30/2015
Q9	7/1/2015	9/30/2015	10/30/2015
Q10	10/1/2015	12/31/2015	1/30/2016
Q11	1/1/2016	3/31/2016	4/30/2016
Q12	4/1/2016	6/30/2016	7/30/2016

**1.020 Scope of Work and Deliverables**

**1.021 In Scope**

Contractor will provide professional consulting services needed to perform the tasks outlined below:

- Task 1 – General Program Support
- Task 2 – Subject Matter Expert (SME) Support
- Task 3 – Governance Recommendations and Implementation Support
- Task 4 – Education and Outreach Support
- Task 5 – FirstNet Consultation Support
- Task 6 – Data Collection Support
- Task 7 – Statewide Communications Interoperability Plan (SCIP) Recommendation (at State’s option)
- Task 8 – Memorandum of Agreement Recommendations (at State’s option)

See **Section 1.023** for more detailed information.

**1.022 Out of Scope**

Funds awarded under the SLIGP grant may not be used for activities related to site preparation, broadband deployment, installation, construction, lobbying costs, contingency fees, or the acquisition of equipment used to provide wireless broadband services. Such ineligible costs will not be included in any contract resulting from this RFP.

**1.023 Work and Deliverables**

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below.

Respondents are encouraged to offer an alternative order for tasks at their discretion. Respondents are also encouraged to propose additional tasks not included in the list. Each additional task proposed by the respondents must follow the same Task Deliverable description as detailed below separate and distinct from the respondent’s proposal for completing that work.

Each tangible deliverable (e.g., reports or databases) will be reviewed and approved by the designated project manager and the SLIGP Executive Leadership Team prior to acceptance by State of Michigan.

**Task 1 – General Program Support**

**Provide general program support to the MiPSB team.**



Michigan has established a MiPSB project support team with employees performing various functional roles with unique responsibilities. Additional staffing resources will be made available as needed. The following table provides the major functional roles and responsibilities of the MiPSB project support team:

Functional Role	Responsibilities
MiPSB Program Manager	Manages all aspects of the MI Public Safety Broadband SLIGP program activities
MPSCS Director / SWIC	Provides strategic direction and technical lead for the MiPSB program
SLIGP Admin Support	Provides administrative support for the MiPSB program
Procurement / Budget Liaison	Advises regarding procurement and purchases required for the MiPSB program
Outreach Support	Coordinates outreach and education activities for the MiPSB program
Subject Matter Experts	State of Michigan authorities on Public Safety Communications, Broadband & Networking, Cyber Security, Other Information Technology

This MiPSB team reports to the MI SLIGP Executive Leadership Team, a group whose members are listed in the table below and which is comprised of executive sponsors within DTMB and the Michigan State Police (MSP). The Executive Leadership Team members also participate in the MiPSB Workgroup.

The MiPSB Workgroup is comprised of MiPSB network user and operation support stakeholder representatives from both State and local agencies needed to meet the operational requirements of a future Nationwide Public Safety Broadband Network (NPSBN). The MiPSB Workgroup was established to focus on advising the MIPSCIB on public safety broadband and FirstNet activities.

Chief Information Officer (CIO) / FirstNet Single Point of Contact (SPOC)
Center for Shared Services (CSS) Director
Michigan Public Safety Communication System (MPSCS) Director / Statewide Interoperability Coordinator (SWIC)
Grant Administrator
MiPSB Program Manager

**Tasks:**

The Contractor will assist in supporting the MiPSB team with the day-to-day program activities including but not limited to:

1. Administrative support:
  - a. Quarterly SLIGP Performance Progress Report (PPR) and Federal Financial (SF425) Reports
  - b. Tracking expenditures to the SLIGP budget
2. Meeting Facilitation and Support:
  - a. Meetings attendance
    - i. Monthly MiPSB Workgroup meeting
    - ii. Quarterly State Interoperable Governance Board (SIGB)
    - iii. Monthly SLIGP Executive Leadership meetings
    - iv. Monthly Technical Advisory Team Conference Call
    - v. Monthly Business Advisory Team Conference Call
    - vi. Monthly User Advisory Team Conference Call
  - b. Meeting Package Items



- i. Coordination and Scheduling
  - ii. Agenda Development
  - iii. Materials Development
  - iv. Documenting Minutes & Notes
  - v. Meeting Metrics
3. Reports
- a. Monthly MiPSB briefing status reports
  - b. Monthly MiPSB executive reports
  - c. Quarterly MIPSB briefing reports for Michigan Public Safety Communication Interoperability Board (MPSIB)

The contractor will support the efforts of the MiPSB team as part of the day-to-day program activities.

The contractor is expected to spend a minimum of 5 working days in Michigan each month.

The MiPSB team has established and is managing a MS SharePoint site used for document management and to facilitate team collaboration. The contractor will not need to develop, host or administer this site but will be expected to leverage this site for all MiPSB documents, communications and collaboration.

The MiPSB team has created a budget tracking spreadsheet for SLIGP expenditures. The contractor will not be required to create any such document but will be expected to follow the existing process for updating the information within the existing spreadsheet.

#### **Deliverables:**

1. Administrative support
  - a. Quarterly SLIGP Performance Progress Report (PPR)
    - i. 1 Report for each Quarter
  - b. Quarterly SLIGP Federal Financial (SF425) Reports
    - i. Report for each Quarter
  - c. Tracking expenditures to the SLIGP budget
    - i. Monthly SLIGP Expenditure Log
2. Meeting Facilitation and Support
  - a. Monthly MiPSB Workgroup meeting package
  - b. Quarterly Michigan Public Safety Communication Interoperability Board (MPSCIB) package
  - c. Monthly SLIGP Executive Leadership meetings package
  - d. Monthly Technical Advisory Team Conference Call package
  - e. Monthly Business Advisory Team Conference Call package
  - f. Monthly User Advisory Team Conference Call package
3. Reports
  - a. Monthly MiPSB briefing status reports
  - b. Monthly MiPSB executive reports
  - c. Quarterly MIPSB briefing reports for Michigan Public Safety Communication Interoperability Board (MPSIB)

#### **Acceptance Criteria:**

- Per SOW Section 1.050 et seq.

#### **Task 2 – Subject Matter Expert (SME) Support**

**The contractor will function as additional Subject Matter Expert (SME) in Public Safety Broadband Long-Term Evolution (LTE) technology and provide additional resource support as required to support the MiPSB team to ensure preparation for Michigan’s FirstNet consultation and successful SLIGP implementation.**

**Tasks:**

1. Provide State of Michigan with Technical knowledge as an active participant on the MiPSB governance teams (see Governance Model for more details on advisory teams)
  - a. Facilitate monthly MiPSB workgroup meetings
  - b. Facilitate monthly advisory team conference calls
  - c. Work with general support staff to provide meeting materials and written reports as outlined in Task 1
2. Maintain Michigan's awareness of emerging technologies, developing requirements, and national activities relating to Nationwide Public Safety Broadband Network and FirstNet consultation activities
3. Continually evaluate emerging technologies and industry trends for national and regional best practices and standards as well as to ensure a comprehensive inclusion into the State's PSB network planning initiative and share with the MiPSB team as requested
4. Review and provide quality assurance of all materials and proposals received by the State from FirstNet to ensure the information is consistent with the requirements collected during outreach
5. Knowledge Transfer
  - a. Provide knowledge transfer to the MiPSB team and MPSCS support staff to continue efforts on the PSB network

The contractor will support the efforts of the MiPSB team as part of the day-to-day program activities.

The contractor is expected to spend a minimum of 5 working days in Michigan each month. It is expected these 5 days will coincide with the onsite days outlined in task 1 but assumed this role will be performed by a different resource.

**Contractor Approach:**

Contractor has structured its PS LTE SME's to align with the MiPSB Advisory Teams. Major Scott Neal (ret.) will serve as PSLTE SME supporting the User Advisory Team. Carroll Faulkner will serve as the PSLTE SME supporting the Business Advisory Team. Pam Faver will serve as the PSLTE SME for the Technical Advisory Team. Each of these individuals has experience across the different functions; however, focusing on a specific program area will allow them to remain focused on that specific area and collaborate with each other and the MiPSB Workgroup members to deliver a thorough and comprehensive solution. The User Advisory Group being supported by Major Scott Neal will provide input which will drive the Technical and Business Advisory Teams.

In addition, both Jerry Lamerton and Andy Seybold will support coordination efforts for the workgroup meetings, publish bi-weekly news and emerging technology reports, and provide input to the quality assessment reports as well as the knowledge transfer plan.

The Contractor Team will support the efforts of the MiPSB Project Team as part of the day-to-day program activities. Contractor will achieve this through communications and collaboration to execute the existing plan and provide valuable input for consideration to modify and improve the program as the industry matures and evolves. The tasks will be completed by multiple resources who will work both remotely and on-site as needed with a minimum of 5 days a month in Michigan.

**Monthly News Report and Emerging Technology Report**

The Contractor Team will document trends, best practices, and emerging technology monthly to keep Michigan on the leading edge of information associated with the industry and the evolution of FirstNet. In addition, Contractor will monitor media outlets, Early Builder activities and websites to include relevant information required to educate and keep the MiPSB team educated on the activities of FirstNet and other states' broadband activities which could impact Michigan's approach to this program. Andy Seybold will be providing these monthly reports to the MiPSB team with support from other team members.



**Quality Assessment Reports of the FirstNet Draft and Final RFP**

The Contractor Team will use Project Management Institute (PMI) and Six Sigma methodologies as the framework for the application of skills, knowledge, tools, and techniques to meet customer commitments. Contractor will adapt these methodologies to the Michigan project.

The documents sent to the State of Michigan from FirstNet and the RFP provided by FirstNet will be vetted by the appropriate team members to insure that FirstNet and the State are in sync with each other. Once FirstNet issues an RFP for broadband services, the Contractor Team will conduct an in-depth review of the RFP, making sure that the requirements stated in the RFP will in fact meet the needs of the State of Michigan. The Contractor Team will provide a Preliminary Quality Assessment Report of the FirstNet Draft RFP’s as well as a Final Quality Assessment Report of the FirstNet RFP. The preliminary Quality Assessment will highlight areas of technical and financial risk, liabilities and deficiencies compared to Michigan requirements. FirstNet requirements which have either not been considered by the State or which FirstNet might change or modify will be brought to the attention of the State along with recommendations on an appropriate response to the issue discovered. The Contractor Team will advise the State of their opt-in or opt-out choices and the implications of each.

Contractor will supplement its staff with specialized subcontractors as appropriate to provide the most effective and most efficient team solution available. See SOW Section 1.031 for further details regarding staffing.

**Knowledge Transfer Plan**

The Contractor Team will provide knowledge transfer to the MiPSB and MPSCS support staff regarding the continuing efforts on the State’s portion of the PSBN as well as the overall network upon completion of the SLIGP project. A Knowledge Transfer Plan will be developed to describe how the Contractor Team will provide knowledge transfer upon completion of the SLIGP project. The plan will outline the roles and functional staff that Michigan needs to have in place to continue for the build-out of the network.

Development and approval of the plan is a collaborative effort involving the project manager, appropriate project team members, managers and staff of the organizational unit that will be responsible for ongoing operations and support. Contractor will finalize and transfer all documentation associated with the SLIGP. Contractor recommends utilizing the forms provided in the Michigan PMM manual.

The table below shows specific responsibility for Task 2 deliverables:

Task 2 Deliverables for SME Support	Responsibility
1. Facilitate Meetings Monthly MiPSB Workgroup meetings Monthly Technical Advisory Team Meeting Monthly Business Advisory Team Meetings Monthly User Advisory Team Meetings	Andy Seybold Pam Faver Carroll Faulkner Scott Neal
2. Monthly News Report, summarizing news media articles, legislative reports, FirstNet activities, and other States’ Broadband activities that the MiPBS team needs to be aware with potential impacts to the program	Andy Seybold
3. Monthly Emerging Technology Report outlining trends, best practices, and any other information for consideration in the successful implementation of the Michigan SLIGP efforts	Andy Seybold
4. Preliminary Quality Assessment Report of the FirstNet Draft RFP’s	Jerry Lamerton with Input from Andy Seybold and Pam Faver



<p>QA report assessing any preliminary documents that are provided to the State by FirstNet. The document must highlight areas that do not meet Michigan requirements, technical or financial risks or liabilities and suggest language changes</p>	
<p>5. Final quality assessment report of the FirstNet RFP  a. QA report assessing the final RFP documents that are provided to the State, advising whether Michigan's requirements have been met, and making a recommendation for Opt In / Opt Out.</p>	<p>Jerry Lamerton  with Input from Andy Seybold and Pam Faver</p>
<p>6. Knowledge Transfer Plan  a. Provide knowledge transfer to the MiPSB team and MPSCS support staff to continue efforts on the MiPSB network once the State and Local Implementation Grant Program has concluded.  b. The plan should outline the roles and functional staff that Michigan needs to have in place to continue for the build out of the network</p>	<p>Jerry Lamerton with Input from  Andy Seybold, Pam Faver, Carroll Faulkner and Scott Neal</p>

**Deliverables:**

1. Facilitate Meetings
  - a. Monthly MiPSB Workgroup meeting
  - b. Monthly Technical Advisory Team Meeting
  - c. Monthly Business Advisory Team Meeting
  - d. Monthly User Advisory Team Meeting
2. Monthly News Report, summarizing news media articles, legislative reports, FirstNet activities, and other States' Broadband activities that the MiPBS team needs to be aware with potential impacts to the program
3. Monthly Emerging Technology Report outlining trends, best practices, and any other information for consideration in the successful implementation of the Michigan SLIGP efforts
4. Preliminary Quality Assessment Report of the FirstNet Draft RFP's
  - a. QA report assessing any preliminary documents that are provided to the State by FirstNet. The document must highlight areas that do not meet Michigan requirements, technical or financial risks or liabilities and suggest language changes
5. Final quality assessment report of the FirstNet RFP
  - a. QA report assessing the final RFP documents that are provided to the State, advising whether Michigan's requirements have been met, and making a recommendation for Opt In / Opt Out.
6. Knowledge Transfer Plan
  - a. Provide knowledge transfer to the MiPSB team and MPSCS support staff to continue efforts on the MiPSB network once the State and Local Implementation Grant Program has concluded.
  - b. The plan should outline the roles and functional staff that Michigan needs to have in place to continue for the build out of the network

**Acceptance Criteria:**

- Per SOW Section 1.050 et seq.

**Task 3 – Governance Recommendations and Implementation Support**

**Contractor will provide Governance Recommendations and Implementation Support for MiPSB Governance Structure for FirstNet Consultation**

**Background:**

Michigan Public Safety Communications Interoperability Board



The State of Michigan has had a State Interoperable Governance Board, the Michigan Public Safety Communications Interoperability Board (MPSCIB) since 2003. The MPSCIB has sixteen members, nine of which are appointed by the governor and represent emergency First Responders, and meets quarterly. The MPSCIB was established by an Executive Order (EO) in 2003, with two subsequent EO's: a 2005 EO renaming the board and expanding its responsibilities and a 2009 EO establishing chair and vice chair roles.

The MPSCIB may establish advisory workgroups or task forces composed of persons representing law enforcement or other governmental or tribal public safety agencies or organizations that operate or utilize public safety communications systems in the state, including, but not limited to, a task force on communications interoperability. The MPSCIB also may invite the participation of federal homeland security, law enforcement, emergency management, or communications agency officials and personnel, including, but not limited to, federal officials or personnel serving as liaisons to the MPSCIB. The MPSCIB may adopt, reject, or modify any recommendations proposed by an advisory workgroup or task force.

The MPSCIB also recommends best practices and oversight mechanisms for the implementation of consistent and effective interoperable public safety communications systems and standards across the State.

For More information, see: [http://www.michigan.gov/snyder/0,1607,7-277-57738\\_57679\\_57726-250147--,00.html](http://www.michigan.gov/snyder/0,1607,7-277-57738_57679_57726-250147--,00.html)

### MiPSB Workgroup

The MiPSB Workgroup is comprised of MiPSB network user and operation support stakeholder representatives from both State and local agencies needed to meet the operational requirements of a future Nationwide Public Safety Broadband Network (NPSBN). The MiPSB Workgroup was established to focus on advising the MIPSCIB on public safety broadband and FirstNet activities.

### Advisory Teams

Additionally, advisory teams are being created to focus on strategic areas relating to SLIGP grant activities. Each advisory team will have MiPSB network users and operation support stakeholder representatives and will provide a recommendation to the MiPSB Executive Leadership Team and the MiPSB Workgroup in MiPSB planning efforts. These teams are essential in ensuring that the solution presented for Michigan will meet the needs of our First Responders. Advisory Team members are expected to represent their disciplines and fraternal organizations, as well as their agency.

#### *TECHNICAL ADVISORY TEAM:*

High level tasks and responsibilities:

- Analyze user requirements and map to technical strategy
- Analyze specific technical directions / strategies
- Prepare, participate and contribute on technology aspects of FirstNet Consultations
- Help gather and compile local, tribal, county and state requirements for coverage and operational aspects

General Skills Requirement - Team members must have a strong technical background in understanding the operational use and the implementation of the public safety communications technologies.

#### *USER ADVISORY TEAM:*

High level tasks and responsibilities:

- Coordinate operational inputs, requirements and feedback
- Prepare, participate and contribute on User and policy aspects of FirstNet Consultations
- Identify application requirements and baseline existing deployments
- Assist with the establishment of the User Engagement Database and tools



- Drive user engagement, help gather and compile local, tribal, county and state requirements for coverage and operational aspects
- Assist with SLIGP Outreach & Education to peer groups by discipline

General Skills Requirement - Team members must have a strong day-to-day operational background in understanding the discipline being represented.

**BUSINESS ADVISORY TEAM:**

High level tasks and responsibilities:

- Establish business, cost and partnership models and options
- Focus on sustainability and leveraging current assets
- Establish business guidance for coverage requirements
- Participate in business aspects of FirstNet Consultations
- Help gather and compile local, tribal, county and state business requirements

General Skills Requirement - Individuals must have a strong understanding of cost models for supporting technology and an understanding of developing sustainable business models.

**Tasks**

The Contractor will work with the MiPSB team and the MiPSB Workgroup to produce and execute a set of recommendations regarding governance structure for the Michigan FirstNet consultation activities including, but not limited to:

1. Review current MiPSB governance structure to ensure all stakeholders are represented
2. Validation of best practices to ensure comprehensive inclusion in the MiPSB workgroup and advisory teams during the MiPBS planning process including:
  - o Primary and Secondary Stakeholders
  - o Geographic Representation
  - o Population Density
  - o Levels of Government
3. Make recommendations for representation and decision-making during the planning process
4. Help identify and develop resources for the three advisory teams

**Contractor Approach:**

**Governance Recommendation Document and Action Plan**

Contractor will work with the MPSCIB and the MiPSB Workgroup to gain a better understanding of the operation of the Board and each subcommittee including a thorough review of the MPSCIB charter and bylaws. This review will take into account existing responsibilities, representation, participation, meeting schedules, and key players. Using this information, the Contractor Team will conduct a gap analysis to determine what different or additional responsibilities might be needed to coordinate and manage FirstNet activities and/or what changes might be considered in the Board's charter. Based on these findings, Contractor will develop a written document with these recommendations and the reasoning for each.

The Contractor Team will draw on its experience in developing governance recommendations and plans supporting similar state level interoperability boards. The Team will facilitate meetings with and interactively work with the SLIGP Project Team, the MPSCIB and the MiPSB Workgroup to:

- Develop a thorough understanding of any relevant current governance and advisory structures already in place (e.g. MPSCIB, MiPSB Workgroup, Advisory Teams Technical, User and Business) that serve as a foundation or model for state level FirstNet governance
- Develop and refine a list of governance requirements and objectives associated with Michigan's participation in the NPSBN
- Develop an understanding of the legal and administrative requirements in the State that might require consideration in establishing or altering the governance body



In the event the State opts to have Contractor perform some or all parts of the SCIP update (Task 7), the Contractor Team will coordinate efforts and outcomes on this Task 3 with the updates to the corresponding section of the SCIP update (Task 7) to assure consistency across these different elements.

In summary, the Contractor Team will perform the following to complete this task:

- Review current MiPSB governance structure to confirm all relevant stakeholders are represented
- Conduct interviews and host meetings for each advisory team (Technical, Business and User Teams) and MiPSB Workgroup (4 meetings) to develop and refine a list of governance requirements and objectives for the MiPSB planning and FirstNet consultation process
- Seek input from members on the ability and availability of the teams and its members to meet the requirements and objectives supporting public safety broadband planning efforts in Michigan
- Leverage Contractor's knowledge of other state governance structures and charters to identify Best Practices and governance approaches supporting FirstNet Consultation, and supporting efforts to ensure comprehensive inclusion in the MiPSB workgroup and advisory teams during the MiPBS planning process
- Meet with DTMB staff and other state officials to ensure governance efforts will align with state policies

**Deliverables:**

MiPSB Program Governance Recommendations Document and Action Plan. The outcome of this task will be a written document that includes and addresses:

- Summary of inputs and comments from the interviews with staff, stakeholders and committee members
- Summary of the Best Practices knowledge and research conducted and the respective states surveyed
- Summary of the inputs gathered on current State regulations that might impact any changes in the structure or charter of the current Governance Board
- Description of the gap analysis and findings of any needed changes in governance structure, stakeholder participation, or any other areas that would align Michigan's approach with identified Best Practices
- Recommendations and supporting reasoning for each recommendation for changes in the existing governance structure and approach to stakeholder inclusion relative to Michigan's PSB planning and FirstNet consultation

**Acceptance Criteria:**

- Per SOW Section 1.050 et seq.

**Task 4 – Education and Outreach Support**

**Contractor will conduct education and outreach to equip stakeholders and project staff to support MiPSB initiative.**

**Tasks:**

The contractor will work with the MiPSB team to review the current MiPSB Outreach and Education (O&E) Plan for the MiPSB program and create a set of recommendations regarding outreach strategy related to public safety broadband and Michigan FirstNet consultation. Additionally, the contractor will work with the MiPSB team to execute the modified Outreach and Education Plan.

The MiPSB program office has created a MiPSB User Database that will be used to inventory all potential primary and secondary users, contact information, MiPSB meetings / events and network user metrics such as services provided by agencies and total number of users by service area. This database will be spatially enabled to ensure comprehensive outreach and data collection is performed across all stakeholder groups including but not limited to tribal, state, local and federal agencies.



Contractor's specific tasks include:

1. Review Current MiPSB Outreach Plan and make recommendation on the MiPSB Outreach Strategy
  - a. Develop best practice comparisons from other states
  - b. Identify and engage interstate public safety stakeholders
2. Develop and institute a repeatable Outreach Plan to engage and educate each tribal nation in MiPSB planning
  - a. Identify and utilize best practices from other states
3. Develop and institute a repeatable Outreach Plan to engage and educate all 83 counties in MiPSB planning
4. Develop outreach materials (web content, handouts, talking points)
5. Develop an Ambassador process for the Advisory Team representative to promote the program and educate their peer groups
6. Organize and execute state, regional, county, and tribal outreach sessions
  - a. Collect session attendee information
  - b. Produce session feedback and minutes
  - c. Populate user database
  - d. Document business requirements and use cases

The outreach and education will utilize the following methods:

- Website and social media outlets
- Presentations at meetings and conferences for stakeholder user groups
- Facilitated public safety broadband and FirstNet focused workshops
- News feeds and current event summaries
- Technical training sessions for project staff and advisory teams

The MiPSB team has already created a Twitter account @MiPSBB and is actively posting information through this account. The contractor is not expected to administer this account but will be asked to develop content to be distributed through the account. All content must be reviewed and approved by MiPBS Program Manager before distribution can occur.

The MiPSB program has a website. The contractor will not be asked to develop, host or administer this site but will be expected to develop content for the site to keep the information current and relevant for the MiPSB public facing presences. All content must be reviewed and approved by MiPBS Program Manager before publishing to the website.

#### **Contractor Approach:**

Contractor has structured its team using a "Train-the-Trainer" approach. Contractor designates Niki Papazoglakis to serve as O&E Advisor. Ms. Papazoglakis will work closely with the User, Business and Technical Team Liaisons to review and update the existing O&E strategy, develop training materials and conduct regional workshops. Ms. Papazoglakis will leverage her first-hand knowledge of the Texas and Pennsylvania SLIGP programs, along with input from other team members directly involved with these programs as well as New Mexico and Missouri to review the current MiPSB Outreach plan and make recommendations for improvement.

The Contractor Team will integrate tightly with the Advisory Teams established under the MiPSB organization. Ms. Papazoglakis will be responsible for oversight of the strategy, content development and workshop implementation. She will work closely with each of the Advisory Team Liaisons, Sr. Public Safety LTE Advisor and other project team members to make sure that MiPSB staff and Advisory Team members have a clear understanding of the message and tasks necessary to execute a comprehensive O&E plan. Michigan is a large state, so engaging stakeholders through a clearly defined strategy with consistent messaging is critical to the success of the program.



## **Outreach Strategy Recommendations Document**

The Outreach Strategy Recommendations Document will include methods of outreach, best practices from other states and a Microsoft Project Plan with schedule of events. This report will also document ways to identify and engage interstate public safety stakeholders, particularly in FEMA Region V.

Developing a Microsoft Project Plan will require working closely with the MiPSB Outreach team who will want to interface with primary stakeholders to set up the time and place. Once times and locations are established, then a schedule can be developed and tracked. Contractor will use on-line pre-registration to introduce the program ahead of time with web-based materials.

## **Tribal Outreach Process**

Contractor will develop all outreach plans in conjunction with the overall program to facilitate the re-use of key materials and to produce a consistent message. Contractor will start the Tribal Outreach process with a consortium like the Inter-tribal Council of Michigan which represents all of Michigan's tribes other than the Little River Band of Ottawa. Due to its mission of combining representation for the betterment of the welfare of all member tribes, it fits well within the combined resource approach of FirstNet. Michigan has 12 federally recognized tribes which are listed below:

1. Bay Mills Indian Community
2. Grand Traverse Band of Ottawa and Chippewa Indians
3. Hannahville Potawatomi Indian Community
4. Keweenaw Bay Indian Community
5. Lac Vieux Desert Band of Lake Superior Chippewa Indians
6. Little River Band of Ottawa Indians
7. Little Traverse Bay Bands of Odawa Indians
8. Match-E-Be-Nash-She-Wish Band of Band of Pottawatomi Indians of Michigan (Gun Lake)
9. Nottawaseppi Huron Band of Potawatomi
10. Pokagon Band of Potawatomi
11. Saginaw Chippewa Indian Tribe
12. Sault Ste. Marie Tribe of Chippewa Indians

Following the same process for coordination of requirements for other governmental entities across Michigan, invitation to the tribal nations to participate in regional and state governance efforts to frame in the inclusive requirements and anticipated outcomes at all levels. Each state agency has a tribal coordinator identified who will be contacted to leverage the public safety representatives from the tribes that have been involved in interoperability within their respective geographic region. These existing relationships with the tribal public safety representatives will be the conduit for inclusion in public safety broadband efforts. By engaging the tribal public safety representatives, the SIGB sub-committee activities will include the appropriate identified representatives for the public safety broadband efforts.

The revised SIGB support structure includes tribal nation representatives within the appropriate committee efforts of interoperability and broadband. The SLIGP will afford the opportunity to engage with each tribal nation for an effort that parallels the state land mobile radio network where most of the tribal nations have leveraged the system for radio interoperability.

## **County Outreach Process**

It is well understood that local adoption is one of the most significant critical success factors for a PSBN. Not only must local responders buy-in to the system, but elected officials and administrators must also support it and provide the necessary funding to purchase devices and subscription service fees.

The Contractor Team will develop an effective, repeatable Outreach Plan to engage and educate stakeholders in all 83 counties. The team will leverage materials from FirstNet and other state SLIGP programs to the



greatest degree possible while also customizing content specific to the State of Michigan, its 8 Emergency Management Districts and 83 counties.

All content will be provided to the MiPSB Program Director at least 2 weeks before an event occurs and will be posted to the project website within 5 business days after completion of the event.

### **Outreach Materials**

Working with the MiPSB, Contractor will develop a comprehensive set of Outreach & Education materials complete with web content, handouts, fact sheets, slick sheets and presentation materials with talking points. Content will be designed to support a variety of meeting/event types and will include materials appropriate for:

- Meetings held by the MiPSB
- Meetings where the MiPSB is an invited speaker
- Webinars
- Web presentation
- Vendor table material for trade show booth setups

Content will evolve throughout the life of the program to assure it corresponds to the current FirstNet message and status; however, core materials will be developed which will be kept updated over time. The Contractor team understands that the Michigan SLIGP Project Team has already developed content which will be used as the baseline that Contractor will build upon.

### **Ambassador Program Packets**

Public Safety broadband represents a generational change in Public Safety communications which will drive many cultural and operational changes throughout the industry. Contractor will support ongoing Michigan SLIGP Program activities as well as help develop additional expertise throughout Michigan for the ongoing process of educating stakeholders, conducting network planning and ultimately driving network adoption.

As mentioned under Task 2, the Contractor team is comprised of PSLTE SME's which will serve as liaisons to the MiPSB Advisory Teams specializing in the areas of Business, Technical and User requirements. The PSLTE SME's will work with the O&E Advisor to develop Ambassador Program Packets specific to each Advisory Team. While some information will likely be consistent across the different groups, they will contain information relevant to each specific function. For example, it is envisioned that the Ambassador Program Packet for the Technical Advisory Team may contain technical details related to LTE technology not included in the Business or User packets. Similarly, user packets may be more heavily weighted towards PSLTE use cases for the different Public Safety disciplines. The Contractor team will work with the MiPSB SLIGP Team and the Advisory Team members to develop program packets which will assist the Ambassadors with promoting the program. Contractor will provide materials and processes for organizing and executing state, regional, county and tribal outreach sessions. As part of the process, Ambassadors will be trained and equipped with standardized materials necessary to 1) collect session attendee information, 2) produce session feedback and minutes, 3) populate the user database, and 4) document business requirements and use cases.

### **Regional Workshops**

Contractor will conduct regional workshops designed to facilitate stakeholder engagement in the overall network planning process. Contractor will seek to ensure workshop participants arrive with a baseline understanding of the program by offering two "LTE 101" webinars prior to the workshops so that attendees come equipped with the information to maximize their participation. The exact content of the webinars and the sessions will be developed in conjunction with the Michigan SLIGP Project Team.

Contractor will supply all the materials required for an effective outreach meeting. This will include a recommended template for invitations including contact information for the Outreach team along with links for the MiPSB website and online registration form. Also included will be sign-in sheets, presentations, handouts and data collection forms. The content of the presentations will be integrated to facilitate the collection of



agency and coverage requirements data and will be designed to optimize data entry into the User Data Collection System.

The Contractor team will plan and conduct regional workshops in each of the Michigan Emergency Management Districts. Upon completion of each workshop, Contractor will provide the Session Attendance List, Session Feedback and Minutes, Draft User, Business and Technical Requirements and will populate the MiPSB User Data Collection System.

### **Conferences & Training Events**

Contractor will attend any conferences or events the Michigan SLIGP Team requests. Any such requests will be handled as a Contract Change Notice. For any events the Contractor team is asked to attend, the team member attending will provide a minutes document outlining the discussion points relating to the FirstNet and/or MiPSB and action items with status and owner within 5 business days after the meeting has been conducted

### **Technical and Policy training sessions**

The Contractor team will work with the MI SLIGP Project Team to customize technical and/or policy training sessions as necessary.

### **Deliverables:**

1. Outreach Strategy Recommendations Document
  - a. Document must include the methods of outreach with the intended audience and best practices from other States
  - b. A Microsoft Project Plan schedule including the outreach events outlined
2. Tribal Outreach Process
  - a. Content, documents and materials for outreach and education events
  - b. Materials must be provided to the MiPSB Program Director at least 2 weeks before an event occurs and will be posted to the project web site within 5 business days after the event occurs
3. County Outreach Process
  - a. Content, documents and materials for outreach and education events
  - b. Materials must be provided to the MiPSB Program Director at least 2 weeks before an event occurs and will be posted to the project web site within 5 business days after the event occurs
4. Ambassador Program Packets
5. Outreach Materials
  - a. Web content
  - b. Handouts, facts sheets, slicks sheets
  - c. PowerPoint presentation and talking points
6. Plan and conduct up to 8 regional workshops, one in each Michigan Emergency Management District
  - a. Pre-session Package
    - i. This document covers who the primary stakeholders for the project and provides an overview of the process, instructions on scheduling the session, sample text for the session invitation and an agenda
  - b. Facilitated Workshop
    - i. Session Attendance List
    - ii. Session Feedback and Minutes
    - iii. Draft User, Business and Technical Requirements
    - iv. Population of the MiPSB User Data Collection System
7. Attend additional State, Multi-State or National community outreach meetings, conferences and training events as agreed upon between the State and Contractor (examples include: Michigan Annual Interoperability Conference, Great Lakes Homeland Security Conference, APCO Broadband, Multi-State FEMA Region V meetings)
  - a. A minutes document outlining the discussion points relating to the FirstNet and/or MiPSB and action items with status and owner. The deliverable must be provided 5 business days after the meeting has concluded. Contractor will provide Deliverable 7a upon the State's request. Such



requests will be handled as Contract Change Notices in accordance with **SOW Section 1.024**. For each State request received, Contractor will separately itemize all proposed travel expenses in its Written Proposal. Travel expenses will be reimbursed in accordance with **Section 1.601**.

8. Technical and Policy training sessions for project staff and advisory teams. *(It is expected that existing content will be leveraged with some modification for these trainings.)*
  - a. Each session will be customized to the audience's level of knowledge and area of expertise. Contractor will provide Deliverable 8a upon the State's request. Such requests will be handled as Contract Change Notices in accordance with **SOW Section 1.024**. For each State request received, Contractor will separately itemize all proposed travel expenses in its Written Proposal. Travel expenses will be reimbursed in accordance with **Section 1.601**.

#### Acceptance Criteria:

- Per SOW Section 1.050 et seq

#### Task 5 – FirstNet Consultation Support

##### Tasks:

The contractor will work with the MiPSB team to organize all entities involved in MiPSB Planning in order to fully execute the consultation process including, but not limited to, the following tasks:

1. Review and prioritization of grant activities to ensure inclusion and participation by rural and urban areas
2. Identify and document best practices from other states' FirstNet planning and private sector for data collection, updates, and analysis for Michigan's development for FirstNet planning activities.
3. Identify efficient repeatable processes and approaches to review and update existing tools for any material deemed appropriate for FirstNet consultation planning efforts
4. Identify existing data-driven analysis tools which will provide comprehensive outputs of and objective public safety assessments of the value of FirstNet deployment for both public safety and non-public safety users.
  - a. Use county based data
  - b. Consider a variety of factors and develop consensus around the tool(s) and mechanisms used to prioritize various aspects
5. Develop criteria for coverage objectives
  - a. County ranking (urban/rural) and criteria by discipline for coverage needs based on user analysis, population density, and other helpful criteria to ensure effective planning for coverage across the state.
  - b. Ensure rural and urban assessments can be evaluated as a whole and as separate comparisons.
  - c. Review Computer Aided Dispatch "call" data by discipline, number of responders, location, time of day, and any other criteria that will aid the state in planning coverage based on "call" data
6. Procure, build or customize a tool that will be used to populate the MiPSB Requirements Inventory (described in Deliverables section below) for data driven rankings and assessment and analysis in order to provide an overall priority ranking based on rural and urban areas
  - a. Review data and make recommendations from Statewide Planning survey
    - i. For additional survey questions
    - ii. Recommended analysis strategy
7. Develop LTE-based coverage maps of collected user requirements data utilizing commercially available tools and processes
  - a. Develop radio frequency (RF) Link budgets for LTE using commercial RF analysis tools
  - b. Perform coverage analysis based on user requirements and coverage needs with leading industry tools
  - c. Identify repeatable processes to perform LTE capacity planning based on:
    - i. current available public safety data
    - ii. future view based for user growth after 5 years



8. Execute data collection strategy to populate MiPSB Requirements Inventory by discipline, by county and roll up for countywide, region-wide, and statewide

#### **Contractor Approach:**

##### **Review and Identify Best Practices**

Contractor has identified the following staff for supporting development of Data Collection best practices and strategies for Michigan, collection and documentation of user needs, and development of data driven analysis tools supporting coverage objectives and capacity planning:

**Nick Falgiatore** – Nick will apply his combined experience and knowledge of Public Safety communications and RF engineering in support of task elements including review of existing tools, development of data driven analysis tools, defining a repeatable methodology capturing a MiPSB Requirements Inventory.

**David Kiser, P.E.** – David is an RF engineer with hands-on experience in LTE networks. David will support the process of data collection and population of data into the MI Public Safety User Database, as well as identifying coverage objectives and capacity planning.

**Robert Horne** - Robert brings more than 20 years of program management experience focused on Geospatial Information Systems (GIS). He led and managed multi-million dollar implementations of GIS technology at the federal, state and local level; and is familiar with the process of integrating these systems and data into emergency operations centers, fire and police command centers and fusion centers. Robert will utilize this expertise in supporting review and development of tools and information that is based in Geospatial form and in developing outputs that use GIS data for analyzing results or outcomes.

See SOW Section 1.031 for further staffing detail.

##### **Repeatable Processes & Tools for FirstNet Consultation Planning**

The outcomes and any recommendations developed for this sub-task are directly related to the **Review and Identify Best Practices** sub-task described above. Contractor will leverage its extensive relationships and interaction with a number of other state FirstNet programs for developing the best practices and recommendations for potential approaches to gathering relevant data and accurately documenting it in a useful way.

Contractor recognizes that Michigan already has developed some tools and methodologies for gathering and documenting information that may be used in FirstNet consultation planning. Some of the existing tools and data that Contractor could leverage include:

- The DHS Communication Assets Survey and Mapping (CASM) Tool and entries made for many of the state and local resources and locations
- GIS data developed by the Michigan SBI project developed broadband maps and coverage/stakeholder related data for broadband coverage in rural and non-rural areas
- The MPSCS Operational Management (MOM) system which tracks all MPSCS communications tower sites and relates assets for the statewide land mobile radio system
- The DTMB database of wide area network and government owned fiber assets within the state
- The state's Spatial Data Warehouse (SDW) and ArcGIS Server application development platform and associated existing Michigan geospatial and geographic data assets and information
- Other existing information such as The User Engagement Database, Public Private Partnership (PPP) databases, and similar data (Critical Infrastructure Institutions, Utilities, other potential users, etc.)

Contractor team members will interactively work with state staff, MPSCIB and the MiPSB Working group to develop an understanding of each existing tool or process being utilized to gather and document relevant information, including but not limited to those noted above. The Contractor team will apply the information developed from the **Review and Identify Best Practices** sub-task and best practices identified to make recommendations for updating or revising existing tools and processes and for maintaining a consistent approach to tracking the status of each tool and the data gathered.



The successful completion of this sub-task and all the related sub-tasks associated with supporting the state in the FirstNet Consultation process will require the active participation of MiPSB team, staff and stakeholders. Contractor will provide its expertise to accurately document the various data elements and information relevant to PSBN planning, and to analyze these inputs to develop and supporting recommendations for the Phased Build Out Approach. In other words, Contractor will provide the MiPSB team with the best information possible during FirstNet Consultation in a manner that accurately represents the State's Public Safety users and stakeholders.

The state's role in this process and task will include:

- Facilitating access to existing tools and databases in the state and supporting background information
- Facilitating outreach and information gathering activities at a county and local level, especially for documenting inputs for use cases, activity, CAD records, etc.
- Providing timely review and feedback on recommendations or inputs from the Contractor team
- Having ultimate decision making responsibility for inputs and response to FirstNet on any Consultation elements

Contractor will review and recommend revisions or updates if needed to basic information gathering tools such as the User Engagement Database, Public Private Partnership (PPP) databases, and similar data (Critical Infrastructure Institutions, Utilities, other potential users, etc.) In addition, the Contractor team believes there are two particular areas of focus that will most significantly impact FirstNet consultation planning and conceptual design and costs for the PSBN within Michigan. The Contractor team will address both these areas of focus for accurately collecting and documenting data that will have the biggest impact on planning for the system. These are:

#### Broadband User Needs Assessment

The State's stakeholders will have a wide range of requirements for operating on a broadband communications network. Tools and processes need to be developed to conduct user needs assessments to gather and document information regarding their requirements for applications, bandwidth, coverage, and reliability expectations. Statistics also can be gathered to help project the number and distribution of system users, and estimates of loading based on applications and activity – important information needed to support Michigan's PSBN business plan.

#### Asset Identification and Selection

An integral element supporting the Phased Build Out Approach for the LTE network in Michigan is the identification.

At a summary level, the CTS Team will perform the following steps leading to the written documents and deliverables associated with this task:

- Assess existing tools and collection methods, and compare to identified best practices; develop recommendations for updates or improvements in current tools or processes
- Conduct quarterly assessments of tools and processes assuming first report due in previous task and updates in four more quarters through the life of the project
- Develop user survey for participants / recipients of outreach material to incorporate feedback
- Compile tools/materials into tracking database where the latest versions will reside
- Develop inventory of tools/materials to track latest revision dates
- Develop standards for tool/material development so they utilize a common or standardized format and database (to the extent possible)

The outcome of this Task will be a written document that includes and addresses:



- Summary of the findings from the CTS team's assessment of existing tools and collection Methods, and recommendations for updates or improvements based on best practices research. (Provided within 90 days of contract award.)
- Quarterly Assessments of Tools Used supporting Michigan's efforts and comparison to more efficient tools or processes used elsewhere around the nation. Written report of this assessment will be performed and provided quarterly.
- Data Collection Strategy Process Document outlining what will be collected at each stakeholder level. Document will identify the recommended data collection methods for each intended audience.
- Process document outlining steps to update other tools used in FirstNet planning activities

### **Data-driven Analysis Tools**

In order to map the minimum and desired coverage and capacity requirements on a county and overall basis for the state, the first step will be to develop an agreeable understanding of the use case metrics impacting bandwidth requirements in each respective area. The tool used by the Contractor team allows for traffic loading on individual sectors to be calculated based on defined service areas and a selection of multiple service types. The estimated traffic is based on a definition of multiple service mixes such as voice, e-mail, web browsing, audio streaming and video streaming. The traffic distribution can be weighted on each county's individual data sets such as demographic, land use/clutter databases or by uniform distribution.

The Contractor team will work with the state to review and assess any existing data-driven analysis tools which might provide comprehensive outputs of, and objective public safety assessments of the value of FirstNet deployment for both public safety and non-public safety users. The Contractor team will research potential tools that may be available in the marketplace that might be utilized to populate the MiPSB Requirements Inventory for data driven rankings and assessment and analysis in order to provide an overall priority ranking based on rural and urban areas. Depending on the findings of this research, Contractor will leverage existing tools or will develop a customized tool that will be used to establish coverage objectives.

### **Criteria for Coverage Objectives – Urban / Rural**

Once Contractor has identified or developed the tool for tracking and managing this information, the Contractor will further develop and refine the criteria for coverage requirements. Elements and types of inputs Contractor anticipates will be identified and used to develop these criteria include:

- County ranking (urban/rural) and criteria by discipline for coverage needs and objectives based on user analysis, population density, and other inputs to ensure effective planning for coverage across the state
- Ensure rural and urban assessments can be evaluated as a whole and as separate comparisons
- Review Computer Aided Dispatch (CAD) "call" data by discipline, number of responders, location, time of day, and any other criteria that will aid the state in planning coverage based on "call" data

Contractor will provide a detailed review of available information that will indicate usage patterns within a given area. Factors that will be considered include population density, number of first responders, current data usage, planned or desired data usage, incident and crime data, relevant CAD data, and current LMR system usage. This analysis will be completed on a per-county basis and include considerations for the daily busy-hour as well as documented planned and unplanned events. Using this data, Contractor team members will develop a weighting system to categorize each county or other defined area on a scale of 1 to 5, with a 1 indicating areas with a high usage/loading requirement, and 5 indicating the areas with a minimum usage/loading requirement. The categorization will then be equated to a given level of user-base served per wireless site.

The Contractor team represents it has extensive experience designing public safety wireless systems and recognizes that no system can be designed to meet the coverage requirements for every possible disaster. A tradeoff is therefore required to provide a system that meets most anticipated and regular usage scenarios, but not over built to the point that costs are unreasonable. The Contractor team will work closely with the state to



develop mutually agreeable cases and metrics to ensure reasonable assumptions and design considerations are made that are in line with stakeholder expectations.

The Contractor team will develop an ESRI based GIS shapefile for each county showing activity levels.

The Contractor team will develop an associated narrative report describing and quantifying the capacity and coverage requirements. This written report will include an overview of the process used to develop the use cases and metrics applied, the thought process on where each level or type of use case was applied from a geopolitical standpoint, and conclusions section identifying considerations and recommendations for future development of a RAN design for the state of Michigan.

Through the process of completing the described approach to documenting use cases and requirements and the associated rankings and inputs for Phased Build Out Approach in building the network, the Contractor team will develop and present to the state written reports or documentation of the findings, recommendations or outcomes. These deliverables include:

- Data-Driven Analysis Tool Summary Document, describing the various tools researched and identified, and provide a recommendation of the best tool to use. The CTS Team acknowledges this deliverable includes providing access to these tools for the state's use following completion of the SLIGP effort.
- Summary report of the data inputs and associated database
- Identifying the source of the county data
- Identifying rural-based deliverables, urban-based deliverables, and combined rural–urban deliverables
- Identifying the criteria utilized for rural, urban, and discipline rankings and justifications supporting the criteria
- 
- Documentation of recommendations for coverage analysis based on user CAD “call” data by county, regional authority, or other descriptor as identified from the supplied CAD data
- Development of a reusable tool to quantify the data and assign a weighted scale ranking for prioritization purposes, including but not limited to:
  - CAD “call” information (discipline, priority, length of call, call type)
  - County ranking (urban/suburban/rural/frontier) and criteria by discipline for coverage needs based on user analysis and population
- Documented recommendation for new or existing customized data-driven tool

Other deliverables that will be provided under this sub-task include:

- Michigan Public Safety Broadband Requirements Inventory – database of all the technical, business and user operations & application requirements gathered during MiPSB process
- Written summary of the identified LTE coverage & planning requirements gathered and utilized to generate the Phase Build Out Approach
- Provide all documented analysis for LTE RF Link Budgets
- Identify tools and processes to plan for and capture LTE capacity planning to meet operational needs for public safety use of broadband
- Document describing recommendations for coverage objectives for consideration for rural, urban and combination of both; built upon the findings developed in the preceding sub-task

#### **Optional LTE-based Coverage Prediction**

Once use case and metrics are mutually agreed upon between the State and Contractor, Contractor can perform requirements mapping using the InfoVista Mentum Planet tool. Contractor will use InfoVista Planet for this because it is the same approach used by FirstNet. This means that comparisons of output and data between Michigan and FirstNet will be based on a common platform and allow a streamlined exchange of information. The annual cost for software maintenance for the quoted Mentum Planet Core and LTE Module



Enterprise Edition Shared License is \$4,500/year. The first year maintenance is included in the price quoted for the software.

Contractor acknowledges that DTMB reserves the right to approve the software application to be used for developing the Phased Build Out Approach. Contractor also acknowledges that the State, at its sole option, may require Contractor to furnish the software tool, documentation and supporting hardware (if required) at the completion of the task(s). As a point of clarification, the Mentum Planet software with the included terrain and clutter data for the state of Michigan will be authorized for use by any number of state of Michigan personnel. This application and the terrain data are licensed at an agency level, rather than as individual seat licenses. Specifically, in the event the State so opts, Contractor will provide the FirstNet configuration edition of the Mentum Planet Core and LTE Module Enterprise Edition Shared License, and a Perpetual Term. Mentum Planet is an RF planning and optimization software that enables better network design through quality engineering solutions. It was built to address the complex requirements of wireless broadband technologies for operators, equipment vendors and consulting firms involved in RF planning, operation and mobile network optimization.

As part of our agreement arranged with InfoVista, for this proposal, Contractor is authorized to provide the FirstNet approved software called Mentum-Planet.™ This planning suite will include the appropriate software technology modules. The State will also be provided with the terrain and clutter data for the State as is used by FirstNet. The software will enable State agencies and their subcontractors to effectively design, manage and optimize their portions of the NPSBN while coordinating shared information with FirstNet. In addition to the software, Contractor will provide to the state all necessary Mentum Planet software training manuals, approved FirstNet LTE design guidelines and any procedural documentation.

InfoVista supports planning for both radio-frequency (RF) and Internet Protocol (IP) planning, which makes it ideal for supporting the FirstNet initiative. Another feature of the InfoVista solution is that it supports a view that depicts the overlay of an LMR network over LTE plans. This feature will be of particular interest in Michigan, where the existing Statewide P25 trunked system and associated sites could be a key foundation for an LTE design. MPSCS handles the second-largest trunked communication system in the world, including administration of a statewide 800/700 MHz digital trunked radio communication network spanning 59,415 square miles and including 244 radio towers. Another key feature of the InfoVista application is that it supports collaboration based on input from many different sources and enables users to consider different network-design scenarios.

The dynamic characteristics of OFDMA systems present unique traffic demands in the planning of a network. The CTS team can apply multiple approaches to evaluate network designs:

- **Monte Carlo:** to analyze the dynamic performance of LTE systems, a Monte Carlo simulation technique helps to determine uplink characteristics of the system based on channel assignments and subscriber traffic loading.
- **Stochastics:** Based on uplink capacity reports generated for each sector, the Stochastics area study displays the probability of achieving traffic demand at each point on the coverage map. The predictions are based on the likelihood of the required Resource Blocks having sufficient CQI to support subscriber traffic.

Traffic loading on individual sectors (from tower sites or eNodeB's) can be calculated based on defined service areas and a selection of multiple service types. The estimated traffic is based on the definition of multiple service mixes determined in the preceding sub-task, such as voice, e-mail, web browsing, audio streaming and video streaming. The traffic distribution can be weighted on each county's individual data sets such as demographic, land use/clutter databases or by uniform distribution. Data sets can be imported by various means such as database files, spreadsheets, etc.



## LTE Capacity Analysis

In order to address capacity analysis for multiple service levels and scheduling techniques, the uplink and downlink capacity analysis considers the following characteristics:

- OFDMA/SC-FDMA adaptive modulation and coding rates in use, including required C(I+N), and data rate (user data rate after FEC) for each CQI level
- Multiple user profile demands and activity levels, based on average data demand and activity factor percent
- Channel bandwidth
- Cyclic prefix
- FDD/TDD and FFR Configurations
- Geographic location of users can be weighted with clutter or demographic data

Once Contractor has developed the coverage objectives and capacity inputs using currently available public safety data as developed in the preceding sub-task and associated templates for entering the information, these views to reflect potential future changes can be easily developed as needed.

Contractor will utilize the InfoVista tool and input of the coverage and planning requirements identified in the preceding sub-task (ranking scale of use, population, etc.) to develop recommendations for LTE design link budgets and generating coverage and performance based outputs in map form. These “coverage maps” can be used as the basis for a conceptual RAN design for the state of Michigan based on the identified coverage, capacity and usage needs of users on a county-by-county level.

## Deliverables:

1. Recommendations for modifying grant activities
2. Data Collection Summary Document including the various options and best practices for data collection, and other best practices from other states’ FirstNet planning efforts
3. Documents provided to the State:
  - a. Assessment of Existing Tools and Collection Methods. Contractor will document and deliver within 90 days of contract award.
  - b. Quarterly Assessments of Tools Used supporting Michigan’s efforts and comparison to more efficient tools or processes used elsewhere around the nation. Contractor will document and deliver these with quarterly project updates.
  - c. Data Collection Strategy Process Document outlining what will be collected at each stakeholder level. Document must include the data collection methods for each intended audience.
  - d. Process document outlining steps to update other tools used in FirstNet planning activities
4. Data-Driven Analysis Tool Summary Document. Document will describe the various tools and provide a recommendation of the best tool to use. Contractor will provide access to those tools for the State’s use following completion of the SLIGP effort.
  - Documents need to identify the source of the county data
  - Documents to provide rural-based deliverables, urban-based deliverables, and combined rural–urban deliverables.
5. Document criteria utilized for rural, urban, and discipline rankings and justifications supporting the criteria
  - a.
  - b. Document recommendations for coverage analysis based on user CAD “call” data by county, regional authority, or other descriptor as identified from the supplied CAD data
  - c. Develop a reusable tool to quantify the data by CAD “call” (discipline, priority, length of call, call type)
6. Provide documented recommendation for new or existing customized data-driven tool
7. Michigan Public Safety Broadband Requirements Inventory
  - a. An inventory of all the technical, business and user operations & application requirements gathered during MiPSB process
  - b. LTE coverage & planning requirements



- c. Any software products procured and used to produce the LTE coverage analysis and related reports must be supplied to the State; Contractor will obtain State approval prior to procuring and using same
- d. Identify and provide the commercially available used tool used for RF Link budgets specific to LTE coverage
- e. Provide all documented analysis for LTE RF Link Budgets
- f. Identify tools and processes to plan for and capture LTE capacity planning to meet operational needs for public safety use of broadband
- g. Document recommendations for coverage objectives for consideration for rural, urban and combination of both
- h. LTE coverage objectives should take advantage of publicly available assets in the Phased Build Out Approach

**Acceptance Criteria:**

- Per SOW Section 1.050 et seq.

**Task 6 – Data Collection Support****Tasks:**

The contractor will work with the MiPSB teams to evaluate technical, business, and user/use access data collection as it relates to the required Data Collection Categories provided to the State of Michigan by FirstNet in March. These Data Categories are Coverage Objectives, Capacity Planning, User Operations, Current Services, and State Plan Decisions Factors. All proposed data collection methods must be assessed for viability and legality to determine if it's viability for Michigan. Specific tasks include:

1. Analyze data gathered during outreach and education and develop final requirements to incorporate into formats required by FirstNet
2. Perform gap analysis with any available industry data to determine where Michigan may be missing a potential need / requirement
3. Make recommendations for and development evaluation criteria for Michigan's coverage objectives, capacity needs, cost requirements, and other related state plan business factors to determine Phased Build Out Approaches
4. Develop Use Cases Document the data collection findings to support Michigan's Phased Build Out Approach
5. Develop Phased Build Out Approach Document for proposal in Michigan

**Contractor Approach:**

The Contractor team of data collectors will be led by Nick Falgiatore. It should be noted that some of the tasks overlap with each other as well as build on each other to achieve the desired result which is a sound set of use cases for the user communities. In some cases, the process to develop the required documents will be iterative. As such, the team will provide draft documents and advisory comments to the appropriate personnel within the State's organization, discuss the recommendations and then go back to refine and amend the documents before final submittal.

**Final Data Collection Document**

The Contractor team will analyze data gathered during outreach and education and develop final requirements to incorporate into formats required by FirstNet. This document will include Data Collection Elements as follows:

- a. Coverage Objectives
- b. User and Operations
- c. Capacity Planning
- d. Current Services
- e. State Plan Decisions Factors



This document will be derived from the tasks completed by the State and the CTS Team listed above. The CTS Team will analyze the data collected and synthesize it with best practices, public information available from other states and requirements placed on the State by FirstNet.

### **Gap Analysis Document**

The Contractor Team represents it is well qualified to provide the required Gap Analysis document for the State. The Senior Public Safety LTE advisor, Andrew Seybold, in addition to working for FirstNet as a contractor, also developed a number of public/private partnership plans prior to the formation of FirstNet. Some of these plans date back to 2011 when Mr. Seybold was working with the Public Safety Alliance to help obtain the spectrum which now is licensed by the FCC to FirstNet. The Contractor team will perform a gap analysis with any available industry data to determine where Michigan may be missing a potential need / requirement.

### **Recommendation Document of Phased Build-Out Approach**

It is possible that coverage expectations by the local, tribal and state agencies will not be met when the network is initially deployed, and a plan must be developed which will permit the expansion of the network in a cost effective manner. This document will outline recommendations and development evaluation criteria for Michigan's coverage objectives, capacity needs, cost requirements, and other related state plan business factors to determine Phased Build-Out Approaches.

### **Use Case Document**

The Contractor team will develop a Use Case Document from the data collection findings to support a Phased Build-Out Approach. The document will evaluate several use case scenarios to ensure user requirements are taken into account.

### **Final Michigan Phased Build Out Approach Plan**

The Contractor team will work with MiPSB team to develop a Phased Build Out approach. This document will take into consideration the data collected from local and tribal communities within Michigan. The plan will leverage the priorities identified by the users to determine the initial build plan as well as the ongoing build out of the network.

### **Deliverables:**

1. Final Data Collection Document – This document must include Data Collection Elements required by FirstNet with requirements and specifications of MiPSB network must meet in order to be implemented successfully
  - a. Coverage Objectives
  - b. User and Operations
  - c. Capacity Planning
  - d. Current Services
  - e. State Plan Decisions Factors
2. Gap Analysis Document –This document must include an analysis as to the feasibility of several of industry data required in the evaluation of building and operating the network.
3. Recommendation Document of Phased Build Out Approach
4. Use Case Document supporting the Recommendation Document of Phased Build Out Approach
5. Final Michigan Phased Build Out Approach Plan

### **Acceptance Criteria:**

- Per SOW Section 1.050 et seq.

## **Task 7 – Michigan Statewide Communication Interoperability Plan (SCIP) Recommendations (OPTIONAL)**

### **Tasks:**

Upon request, and at the State's sole option, the Contractor will work with the MiPSB team, MiPSB workgroup and Statewide Interoperability Coordinator (SWIC) to recommend changes relating to the MiPSB network into a set of strategic initiatives to be incorporated into the MI Statewide Communications Interoperability Plan (SCIP). Specific tasks include:



1. Provide recommendations on best practices from other states
  - a. Governance
  - b. Content
  - c. Update/review cycle
2. Update Michigan's SCIP

Contractor will perform the following to complete this task:

- Review the current Michigan SCIP and develop written recommendations for those sections of the existing SCIP to be updated or enhanced to address strategies and needs for wireless broadband capabilities and interoperability supporting Public Safety and Critical Infrastructure users.
- Collaborate with the MPSCIB, the SWIC, local stakeholders and the applicable governance committees to gather inputs and prioritize those elements of the existing SCIP that require update or addition in order to further establish strategies and requirements that are most critical for the success of the PSBN rollout in Michigan.
- Research and document findings of Best Practices relative to SCIP goals and initiatives from a cross-section of other states with a particular focus on governance and content as it relates to Michigan's specific requirements.

**Deliverables:**

1. SCIP MIPSB Strategic Initiatives Recommendations Document

The outcome of this task will be a written document that includes and addresses:

- Summary of the findings from the CTS team's review of the current SCIP and areas identified for update or enhancement
- Summary of the Best Practices research conducted on other states' SCIPs and the respective states surveyed
- Recommendations for specific MiPSB Strategic Initiatives to be incorporated in the SCIP and supporting information on the basis of the recommendations
- Presentation of recommendations to the SWIC/SCIP custodian (MPSCS)
- Revisions based on feedback, and finalize recommendations in written document

**Acceptance Criteria:**

- Per SOW Section 1.050 et seq.

**Task 8 – Memorandum of Agreement (MOA) Development (OPTIONAL)**

**Tasks:**

Upon request, and at the State's sole option, Contractor will:

1. Work with State of Michigan legal counsel to develop a template for an MOA which would be appropriate to facilitate the possible sharing of both state and local infrastructure with FirstNet and other potential partners. The Contractor will make recommendations for an MOA and any possible legislation changes that may be required to allow infrastructure sharing with FirstNet to occur. Specific tasks include: Identify best practices from other states that may aide internal to Michigan and external to Michigan on MOA content
2. Work with State legal counsel or a representative group to develop MOA templates for state or local agencies
3. Make recommendations outlining legislative requirements to clear infrastructure sharing barriers

Contractor's SME's will create a standard memorandum of agreement (MOA) template in accordance with NTIA and FirstNet guidance. Bill Waugaman will lead the CTS team in developing an MOA template for use of state or local resources by FirstNet. In order to develop an MOA template(s) that addresses the desired outcome of this Task, Contractor will pursue input and guidance impacting the MOA development Task from two critical sources: FirstNet and NTIA, and Michigan's DTMB and Attorney General's office to understand and develop approached to address potential obstacles and challenges associated with deployment and



implementation of a FirstNet PSBN, including but not limited to, asset transfer issues, tower sharing constraints and procurement limitations. The CTS team will meet with DTMB, the Attorney General's office and the SWIC to further identify relevant issues for the operation of the network and to document requirements for the MOA and any associated SLA's. The CTS team will analyze these inputs and requirements, seeking in particular to document those areas that go beyond typical business enterprise technology supported by the State and that may require further action and incorporation in the templates.

The CTS team will interactively support the development of MOA template(s) under this task with DTMB and the Attorney General's office or other state legal counsel to assure that any contractual content is in alignment with Michigan legal requirements or accepted State practices.

In summary, Contractor will perform the following to complete this task:

- Meet with DTMB and Michigan procurement/legal staff to define the MOAs required and develop an understanding of any applicable laws or operating practices that must be followed in the agreements; written summary of the inputs from this meeting.
- Review for applicable laws, and research to identify existing agreements by state and local agencies to lease telecommunications assets to both public and private sector entities.
- Research and document findings of Best Practices and MOA templates that may have already been developed by other states for this same purpose.
- Outreach to NTIA and FirstNet seeking guidance on their anticipated requirements of these MOAs.
- Support the State Attorney General's Office or other state legal counsel in development of draft versions of the MOA, and presentation/review with DTMB, and MiPSB Working Group for feedback and edits as needed to conform to applicable local, state and federal laws and best practices.
- Provide final versions of the MOA templates, incorporating the feedback and any guidance or requirements defined by NTIA and/or FirstNet.

**Deliverables:**

1. Best practices document highlighting examples from other states that may aid Michigan in the FirstNet planning efforts
2. Memorandum of Agreement (MOA) template for sharing state and/or local infrastructure with FirstNet and other potential partners which is adaptable and useful for all levels of government for all possible infrastructure.
3. Barriers recommendation document outlining the legislative requirements to clear infrastructure sharing barriers.

**Acceptance Criteria:**

- Per SOW Section 1.050 et seq.

**1.024 Project Change Management**

The State intends to establish a mechanism that may be used to address scope changes encountered during the project. Contractor is responsible to ensure that technical resources are available to address this requirement at agreed upon fixed labor rates.

Upon request and at the State's sole option, the Contractor will provide additional services to meet requirements stated within this section. To the scope changes mechanism provided in this section, the State will submit a Statement of Work (SOW) to the Contractor for the additional services requested. For each such SOW received from the State, the Contractor will provide a Written Proposal, which will include a project schedule and firm-fixed pricing calculated using the rates stated in **Cost Table 10**. Contractor will separately itemize all proposed travel expenses in its Written Proposal. Travel expenses will be reimbursed in accordance with **Section 1.601**. Upon review and written approval of the Written Proposal by the DTMB PM and the Agency PM, the Agency will submit a contract amendment request to DTMB-Procurement. Upon review and written approval by DTMB-Procurement, a contract amendment (Contract Change Notice) will be executed. A fully executed Contract Change Notice is required prior to issuance of any Purchase Order. A Purchase Order is required prior to providing any goods or services under this section.



This section allows for changes that are significant to other tasks described in the Contract or are required in order to complete this Contract's tasks and/or objectives but are outside the Contract's defined deliverables.

### **Statements of Work and Issuance of Purchase Orders**

Unless otherwise agreed by the parties, each Statement of Work will include:

- Statement of Purpose
- Background
- Project Objective
- Scope of Work
- Deliverables
- Acceptance Criteria
- Project Control and Reports
- Specific Department Standards
- Total Compensation, including breakdown of labor roles, hours to be worked, and hourly rates
- Staff assigned
- Payment Schedule
- Project Contacts
- Agency Responsibilities and Assumptions
- Itemized Travel and other out-of-pocket expenses, if any
- Location of Where the Work is to be performed
- Expected Contractor Work Hours and Conditions
- Assumptions and Constraints

Work performed pursuant to a Contract Change Notice is held to SLIGP phase requirements per all other tasks performed.

Contractor will provide the services described in this section on time and on budget pursuant to the terms of each respective SOW and Written Proposal. Contractor will provide such services in a manner meeting State requirements.

### **Deliverables:**

- Written Proposal, including quote and project schedule.
- After executing a Contract Change Notice, Contractor will provide the services described in each respective SOW.

### **Acceptance Criteria:**

- Per SOW Section 1.050 et seq.
- Per each respective executed Contract Change Notice

## **1.030 Roles and Responsibilities**

### **1.031 Contractor Staff, Roles, and Responsibilities**

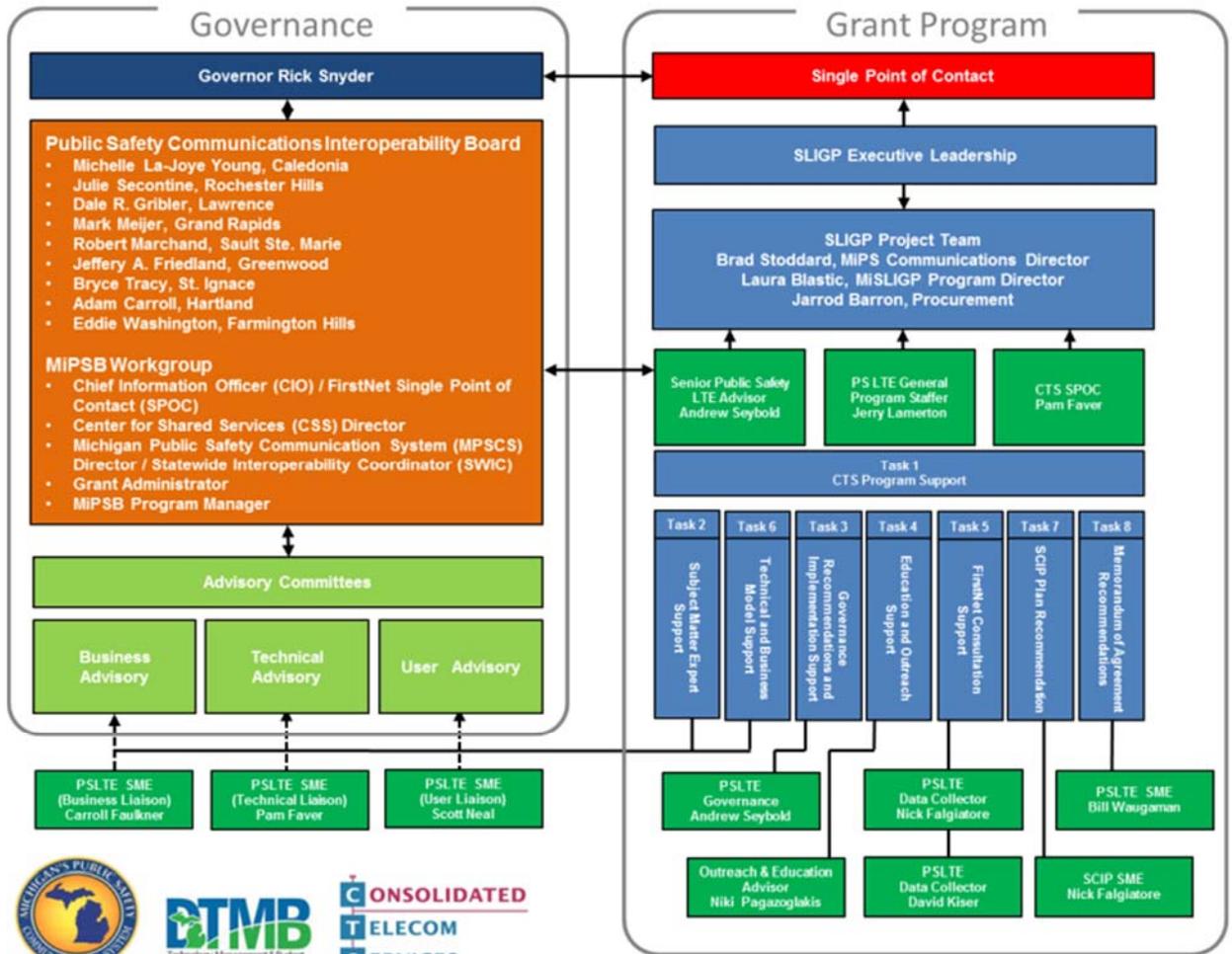
Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

### **Organizational Chart**

Contractor has provided, and will update when changed, the organizational chart below indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm.



### CTS Support Organization



CTS Consolidated Telecom Services, LLC Confidential and Proprietary 2015-02-13

### Key Personnel

Any Key Personnel staff substitution must have the prior approval of the State, which may also require proposed substituted Key Personnel to submit resumes and be interviewed by the State. The State has identified the following as Key Personnel for this project:

Functional Role	Responsibilities	Related Task
Contractor Single Point of Contact (SPOC)	Single Point of Contact for contractual efforts through the life of the contract with the state	ALL
PS LTE General Program Staffer	Supporting the administration and day-to-day operations of the Michigan SLIGP grant. This resource does not have to be a subject matter expert in LTE broadband technologies	Task 1
Senior Public Safety LTE Advisor	Directing governance recommendations, outreach and education strategies and executive program support. Additionally, this role functions as the quality control advisor on products produced by other vendors, consultants, and FirstNet	ALL



Outreach & Education Advisor	Supporting the SLIGP team with all aspects of outreach and education for the Michigan Public Safety Broadband Program	Task4
PS LTE Subject Matter Expert(s) (SME)	SMEs will be needed to provide technical support on aspects of technical, business and user requirements and support during preparation of consultation and during FirstNet consultation	Task 2, Task 6
Data Collection Staffer(s)	Assist with the process of data collection and population of data into the Mi Public Safety User Database	Task 4, Task 5

Contractor will provide the following resources to fill the Key Personnel positions:

Key Personnel Role	Proposed Resource Name	Will Resource Fulfill Other Key Personnel Role(s) in this Project?	Number of Hours/Week Resource Will Dedicate to Each Role in This Project	Amount of Resource's Time Dedicated to This Project as a Percentage of Resource's Total Workload (i.e., vs. non-State of Michigan projects)
SPOC	Pam Faver	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. If Yes, list other role(s): PS LTE SME	5	10%
PS LTE General Program Staffer	Jerry Lamerton	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If Yes, list other role(s):	20	40%
Senior Public Safety LTE Advisor	Andy Seybold	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If Yes, list other role(s):	15	30%
Outreach & Education Advisor	Niki Papazoglakis	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If Yes, list other role(s):	12	25%
PS LTE Subject Matter Expert(s)*	1. Carroll Faulkner	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If Yes, list other role(s):	10	20%
	2. Scott Neal	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If Yes, list other role(s):	12	25%
	3. Pam Faver	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If Yes, list other role(s):	10	20%
Data Collection Staffer(s)**	1. Nick Falgiatore	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If Yes, list other role(s): <input type="checkbox"/> Yes <input type="checkbox"/> No. If Yes, list other role(s): <input type="checkbox"/> Yes <input type="checkbox"/> No. If Yes, list other role(s):	5	10%



**Additional Personnel**

Contractor will provide the following Additional Personnel:

Key Personnel Role	Proposed Resource Name (or state "Representative Resume")	Will Resource Fulfill Other Role(s) in this Project?	Number of Hours/Week Resource Will Dedicate to Each Role in This Project	Amount of Resource's Time Dedicated to This Project as a Percentage of Resource's Total Workload (i.e., vs. non-State of Michigan projects)
PS LTE SME	Lesia Dickson	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If Yes, list other role(s):	1	1%
Data Collector	David Kiser	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If Yes, list other role(s):	4	10%
PS LTE SME	Scott Neal	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If Yes, list other role(s):	8	20%
Policy SME	Nancy Pollock	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If Yes, list other role(s):	If needed	1%
Data Collector	Bill Waugaman	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If Yes, list other role(s):	4	10%

Further, Contractor and Subcontractor Mission Critical have identified in-house resources illustrated in the matrix below that could be drawn upon if needed. In addition, both are actively involved in the wireless communications industry and have contract resources that are able to fill additional requested positions.

Skill Set / Company	PRIME - CTS	Mission Critical	Total Employees
Administrative	12	10	22
Project Management	8	15	23
Technical	30	11	41
Governance	6	6	11
PSLTE SME	23	11	34
CAD/GIS/NG911 SME		19	19
<b>Total Available Personnel</b>	<b>79</b>	<b>72</b>	<b>151</b>

**A. On site Work Requirements**

- 1. Location of Work** – The work is to be performed, completed, and managed at the following locations.

**Primary Location:**

Michigan Department of Technology, Management & Budget  
 Center for Shared Solutions  
 Romney Building, 10th Floor  
 111 S Capitol Ave  
 Lansing MI 48933



**Additional Location:**

Michigan Department of Technology, Management & Budget  
 Center for Shared Solutions  
 Michigan Public Safety Communications System (MPSCS)  
 4000 Collins Rd  
 Lansing, MI 48910

The contractor is expected to spend a minimum of 5 working days in Michigan each month. As agreed to by the State, Contractor may perform work at its location.

**2. Hours of Operation**

- i. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- ii. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- iii. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

**3. Travel**

- i. Travel and Out-Of-Pocket Expenses will be reimbursed in accordance with **Section 1.601**.
- ii. Travel time will not be reimbursed

**4. Additional Security and Background Check Requirements**

- i. Contractor must present certifications evidencing satisfactory Michigan State Police Background checks (ICHAT) and drug tests for all staff identified for assignment to this project.
- ii. Contractor is responsible for any costs associated with ensuring their staff meets all requirements.

**1.040 Project Plan**

**1.041 Project Plan Management**

**I. Orientation Meeting**

The contractor will be required to attend an onsite Orientation Meeting to be introduced to the MiPSB project team, review existing project tools, documents/content and activities, and complete any required paperwork to begin working for the State of Michigan.

- A. Upon 14 days calendar days from the execution of the Contract, the Contract SPOC and Key Contractor Personnel will be required to attend, in person, this orientation meeting
- B. The meeting will be held at the primary location, at a date and time mutually acceptable to the State and the Contractor.
- C. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

**II. MiPSB Weekly Staff Meeting**

The contractor with active tasks will be required to participate in the MiPSB Weekly Staff Meeting either in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor.

The weekly meetings are used to report status on current tasks, ask for help with barriers for completing an assigned task and to understand the work being performed by other MiPSB Staff.

**III. Preliminary Project Management Documents**



## Final Project Plan

Contractor provided a Preliminary Project Plan with the proposal for evaluation purposes. Within thirty (30) calendar days after the execution of the Contract, the Contract SPOC and Key Contractor Personnel will be required to establish a mutually acceptable set of project management documents as detailed below:

### A. SLIGP Project Plan

The Michigan SLIGP project will utilize the Project Management Methodology (PMM) process. The contractor will work with the MiPSB Program Manager to review and modify the current SLIGP Project Plan with the proposal.

Project Management Plan must include the following subsections:

- Communication Management Plan
- Change Management Plan
- Quality Management Plan
- Risk Management Plan
- Issues Management Plan

### B. MiPSB Staffing Plan

The contractor will work with the MiPSB Program Manager to review and modify the current project staffing plan with the proposal to include contractor staff resources to be incorporated with the State of Michigan resources. The staffing plan must document project tasks, functional role responsible, low confidence estimate for task hours, and when possible the staff resource assigned to the task.

### C. SLIGP Project Schedule

The contractor will work with the MiPSB Program Manager to review and modify the current project schedule with the proposal to include contractor staff resources to be incorporated with the State of Michigan resources to identify a timeline for which the project tasks will be completed. This project schedule needs to display the work in a timeline form. The Project Schedule is expected to be in a Microsoft Project 2010 format.

## 1.042 Reports and Project Controls

Reporting formats must be submitted to the MiPSB Program Manager for approval ten (10) business days after the orientation meeting. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

### Report Formats

1. Monthly Status Reports
2. Action item log
3. Project Status Reports for Governance Teams
  - a. Monthly MiPSB briefing status reports
  - b. Monthly MiPSB executive reports
  - c. Quarterly MiPSB briefing reports for Michigan Public Safety Communication Interoperability Board (MPSIB)
4. SLIGP Reports – These reports must follow the NTIA required format
  - a. Quarterly SLIGP Performance Progress Report (PPR)
  - b. Quarterly SLIGP Federal Financial (SF425) Reports

### Monthly Performance Review Meetings

- A. The State will require the Contractor to attend monthly meetings, to review
  - a. The current status of the project
  - b. The project plan, staffing plan, and project schedule and modified as necessary.
  - c. The Contractor's performance and any other issues under the contract
- B. Contractor attendees should include Contract SPOC and all Contractor Resources with active tasks during the reporting period or in the next reporting period



- C. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor

### **1.050 Acceptance**

#### **1.051 Criteria**

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

#### **All Deliverables:**

- Approval per Standard Contract Terms & Conditions, Paragraph 16.
- Written acceptance by MiPSB Program Manager or designee.
- Written acceptance by MSP Grant Director or designee.

#### **Document Deliverables:**

- Documents are dated and in electronic format, compatible with State of Michigan software.
- Requirements documents are reviewed and updated throughout the development process to assure requirements are delivered in the final product.
- Draft documents are not accepted as final deliverables.
- DTMB will review documents within a mutually agreed upon timeframe.
  - a. Approvals will be written and signed by DTMB Project Manager.
  - b. Issues will be documented and submitted to the Contractor.
  - c. After issues are resolved or waived, the Contractor will resubmit documents for approval within 30 days of receipt.

#### **1.052 Final Acceptance**

Final acceptance is expressly conditioned upon completion of all deliverables and completion of all tasks in Work and Deliverables section with approval from the MiPSB Program Manager and MSP Grant Director.

### **1.060 Compensation and Payment**

#### **1.061 Project Pricing**

The State will pay Contractor on a firm-fixed price, deliverables basis. Prices established in this Contract will be fixed for the life of the Contract.

#### **Travel & Out-of-Pocket Expenses**

Contractor out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.

In the event travel is required, all travel reimbursement will be paid according to the State of Michigan's Standardized Travel Rates and Regulations. This information may be found at:

[http://www.michigan.gov/dmb/0,1607,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html)

All air, car and hotel reservations must be made through the State Contract with Passageways Travel at (517) 333-5880 or (800) 915-8729. All original receipts must be included with your travel voucher and invoices, which must include the purchase order number. Failure to follow this policy will result in reduced reimbursement.

#### **Invoicing**

Contractor may invoice no more than monthly. Each invoice may request payment for only those deliverables completed and formally accepted by the State during the time period since the last invoice. Formal acceptance must be in accordance with **Section 1.050** et seq. No partial payments of deliverables will be allowed.



Contractor will submit invoices to:

DTMB – Financial Services  
Accounts Payable  
P.O. Box 30026  
Lansing, MI 48909  
or

[DTMB-Accounts-Payable@michigan.gov](mailto:DTMB-Accounts-Payable@michigan.gov)

Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of deliverables completed;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Net invoice price for each item;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The selected Contractor will be required to submit a one percent (1%) Administrative Fee on all payments remitted under the Contract. The Bidder should consider Administrative Fee requirements when developing its price proposal. See Section 7 of Terms for further details.

#### **1.062 Price Term**

Prices quoted are firm fixed deliverable based for the entire length of the Contract.

#### **1.063 Tax Excluded from Price**

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

#### **1.064 Holdback**

The State has the right to hold back, as a retainage, an amount equal to fifteen percent (15%) of all amounts invoiced by Contractor for Services/Deliverables. The amounts held back must be released to Contractor after the State has granted Final Acceptance.



**Appendix A –Cost Tables**

**Table 1: Summary of the Project Cost**

<b>Task</b>	<b>Project Cost(s)</b>	<b>Cost (\$)</b>
1.	<b>General Program Support</b> Provide breakdown in Table 2	\$252,837
2.	<b>Subject Matter Expert (SME) Support</b> Provide breakdown in Table 3	\$195,240
3.	<b>Governance Recommendations and Implementation Support</b> Provide breakdown in Table 4	\$43,900
4.	<b>Education and Outreach Support</b> Provide breakdown in Table 5	\$223,404
5.	<b>FirstNet Consultation Support</b> Provide breakdown in Table 6	\$247,170
6.	<b>Data Collection Support</b> Provide breakdown in Table 7	\$234,900
7.	<b>Statewide Communications Interoperability Plan (SCIP) Recommendation</b> Provide breakdown in Table 8	OPTIONAL
8.	<b>Memorandum of Agreement Recommendations</b> Provide breakdown in Table 9	OPTIONAL
	<b>Total Project Cost</b>	<b>\$1,197,362</b>



**Table 2: General Program Support (Task 1)**

Deliverable	Item Number	Labor Cost (# of Hours and Rates)		Travel (Itemized travel expenses)	Other Expenses	Number of Units	Unit Price	Total Price
Quarterly SLIGP PPR	1 a i	2	\$90			11	\$180	\$1,980
Quarterly SLIGP SF425	1 b i	2	\$90			11	\$180	\$1,980
Monthly SLIGP Expenditure Log	1 c i	2	\$90			33	\$180	\$5,940
Monthly MiPSB Workgroup meeting package	2 a	11	\$115			33	\$ 1,265	\$41,745
Quarterly Michigan Public Safety Communication Interoperability Board (MPSCIB) package	2 b	11	\$115			11	\$ 1,265	\$13,915
Monthly SLIGP Executive Leadership meetings package	2 c	11	\$115			33	\$ 1,265	\$41,745
Monthly Technical Advisory Team Conference Call package	2 d	2	\$90			33	\$ 180	\$5,940
Monthly Business Advisory Team Conference Call package	2 e	2	\$90			33	\$ 180	\$5,940
Monthly User Advisory Team Conference Call package	2 f	2	\$90			33	\$ 180	\$5,940
Monthly MiPSB briefing status reports	3 a	11	\$115			33	\$ 1,265	\$41,745
Monthly MiPSB executive reports	3 b	11	\$115			33	\$ 1,265	\$41,745
Quarterly MIPSB briefing reports	3 c	10	\$102			11	\$ 1,020	\$11,220
Orientation Meeting	Section 1.041 I	56	\$142	\$12,000		1	\$19,952	\$19,952
MiPSB Weekly Staff Meeting	Section 1.041 II	1	\$90			145	\$ 90	\$13,050
<b>TOTAL</b>								<b>\$252,837</b>



**Table 3: Subject Matter Expert Support (Task 2)**

Deliverable	Item Number	Labor Cost (# of Hours and Rates)		Travel (Itemized travel expenses)	Other Expenses	Number of Units	Unit Price	Total Price
Monthly MiPSB Workgroup meeting	1 a	16	\$183	\$16,000		33	\$2,928	\$112,624
Monthly Technical Advisory Team Meeting	1 b	3	\$174			33	\$552	\$18,216
Monthly Business Advisory	1 c	3	\$174			33	\$552	\$18,216
Monthly User Advisory	1 d	3	\$200			33	\$600	\$19,800
Monthly New Report	2	1	\$220			33	\$220	\$7,260
Monthly Emerging Technology Report	3	1	\$220			33	\$220	\$7,260
Preliminary Quality Assessment Report	5	20	\$151			1	\$3,020	\$3,020
Final quality Assessment Report	1	20	\$151			1	\$3,020	\$3,020
Knowledge Transfer Plan	6	32	\$182			1	\$5,824	\$5,824
<b>TOTAL</b>								<b>\$195,240</b>

**Table 4: Governance Recommendations and Implementation Support (Task 3)**

Deliverable	Item Number	Labor Cost (# of Hours and Rates)		Travel (Itemized travel expenses)	Other Expenses	Number of Units	Unit Price	Total Price
MiPSB Program Governance Recommendations Document and Action Plan	1	210	\$190	\$4000		1	\$43,900	\$43,900



**Table 5: Education and Outreach Support (Task 4)**

Deliverable	Item Number	Labor Cost (# of Hours and Rates)		Travel (Itemized travel expenses)	Other Expenses	Number of Units	Unit Price	Total Price
Outreach Strategy Recommendations	1 a	132	\$116			1	\$15,312	\$15,312
Outreach Schedule	1 b	40	\$109			1	\$4,360	\$4,360
Tribal Outreach Process	2 a	60	\$109			1	\$6,540	\$6,540
Tribal Outreach Materials	2 b	60	\$109			1	\$6,540	\$6,540
County Outreach Process	3 a	86	\$112			1	\$9,632	\$9,632
County Outreach Materials	3 b	46	\$114			1	\$5,244	\$5,244
Ambassador Program Packets	4	40	\$109			1	\$4,360	\$4,360
Outreach Materials: Web Content	5 a	40	\$109			1	\$4,360	\$4,360
Outreach Materials: Handouts, Facts sheets, slick sheets	5 b	44	\$121			1	\$5,324	\$5,324
Outreach Materials: PowerPoints and talking points	5 c	44	\$121			1	\$5,324	\$5,324
Regional Workshop Pre-session Package	6 a	104	\$145			1	\$15,080	\$15,080
Facilitate Workshop	6 b i - 6 b iv	54	\$179	\$64,000 (\$8,000 per workshop)		8	\$17,666	\$141,328
Conference*	7 a	Dependent upon conference and resource				OPTIONAL*	TBD	TBD
Technical and Policy Training*	8 a	Dependent upon duration and resource				OPTIONAL*	TBD	TBD
<b>TOTAL</b>								<b>\$223,404</b>

\*Contractor will provide Deliverables 7a and 8a upon the State's request. Such requests will be handled as Contract Change Notices in accordance with **SOW Section 1.024**.



**Table 6: FirstNet Consultation Support (Task 5)**

Deliverable	Item Number	Labor Cost (# of Hours and Rates)		Travel (Itemized travel expenses)	Other Expenses	Number of Units	Unit Price	Total Price
Recommendations for modifying grant activities	1	8	\$151			1	\$1,208	\$1,208
Data Collection Summary Document	2	2	\$151			1	\$302	\$302
Assessment Document outlining existing tools and collections methods	3a	62	\$188	\$4,000		1	\$15,656	\$15,656
Quality Assessment Document	3b	36	\$196			1	\$7,056	\$7,056
Data Collection Strategy Document	3c	164	\$181	\$6,000		1	\$35,684	\$35,684
Process Document	3d	68	\$184			1	\$12,512	\$12,512
Data-driver Analysis Tool Summary Document	4	256	\$195			1	\$49,920	\$49,920
Criteria Ranking Document	5a	92	\$173			1	\$15,916	\$15,916
Recommendation Document for Coverage Analysis	5b	44	\$189			1	\$8,316	\$8,316
CAD Call Data Tool	5c	100	\$195			1	\$19,500	\$19,500
Recommendations for customized data-driven tools	6	92	\$191			1	\$17,572	\$17,572
MiPSB Requirements Inventory	7a	36	\$197			1	\$7,092	\$7,092
LTE Coverage & Planning Requirements Document	7b	56	\$193	\$6,000			\$16,808	\$16,808
LTE Coverage Analysis	7c	28	\$189			1	\$5,292	\$5,292
Software Used for LTE Coverage Analysis	7c				\$100,000*	1	\$100,000*	OPTIONAL
Software tool used for RF Link budgets	7d	16	\$189			1	\$3,024	\$3,024
RF Link Budgets and Analysis	7e	12	\$195			1	\$2,340	\$2,340
Tools and Processes for LTE capacity planning	7f	19	\$184			1	\$3,496	\$3,496
Coverage objective comparisons (rural, urban, & combined)	7g	22	\$193			3	\$4,246	\$12,738
Coverage objectives comparisons (rural, urban, & combined) including the public assets	7h	22	\$193			3	\$4,246	\$12,738
<b>TOTAL</b>								<b>\$247,170</b>

\*Optional: Contractor will provide this software tool at State's sole request.



**Table 7: Data Collection Support (Task 6)**

Deliverable	Item Number	Labor Cost # of Hours	Travel (Itemized travel expenses)	Other Expenses (please be specific)	Number of Units	Unit Price	Total Price
Final Data Collection Document	1	680	\$6,000		1	\$151	\$108,680
Gap Analysis Document	2	160			1	\$151	\$24,160
Recommendation Document of Phased Build Out Approach	3	160	\$10,000		1	\$158	\$35,280
Use Case Document	4	240			1	\$151	\$36,240
Final Michigan Phased Build Out Approach Plan	5	130	\$10,000		1	\$158	\$30,540
<b>TOTAL</b>							<b>\$234,900</b>

**Table 8: Statewide Communications Interoperability Plan Recommendation (Task 7 - OPTIONAL)**

The State may opt, at its sole discretion, to have Contractor perform some or all parts of Task 7. In the event the State so opts, the following firm fixed pricing will apply during the life of the contract.

Deliverable	Item Number	Labor Cost (# of Hours and Rates)	Travel (Itemized travel expenses)	Other Expenses	Number of Units	Unit Price	Total Price
SCIP MIPSB Strategic Initiatives Recommendations Document	1	158	\$189 \$4,000		1	\$33,862	\$33,862

**Table 9: Memorandum of Agreement Recommendations (Task 8 - OPTIONAL)**

The State may opt, at its sole discretion, to have Contractor perform some or all parts of Task 8. In the event the State so opts, the following firm fixed pricing will apply during the life of the contract.

Deliverable	Item Number	Labor Cost (# of Hours and Rates)	Travel (Itemized travel expenses)	Other Expenses	Number of Units	Unit Price	Total Price
Best Practice Document	1	79	\$195	2,000	1	\$17,405	\$17,405
Memorandum of Agreement (MOA) template	2	43	\$197		1	\$8,471	\$8,471
Barriers Recommendation Document	3	38	\$199		1	\$7,562	\$7,562
<b>TOTAL</b>							<b>\$33,438</b>



**Table 10: Project Change Management Labor Rates**

The State may opt, at its sole discretion, to have Contractor perform additional tasks related to the project. In the event the State so opts, the following firm fixed pricing will apply during the life of the contract.

Staffing Category	Key Staff	Firm Fixed Hourly Rate	
Single Point of Contact	Yes	\$150	Pam Faver
PS LTE General Program Staffer	Yes	\$90	Jerry Lamerton
Senior Public Safety LTE Advisor	Yes	\$220	Andrew Seybold
Outreach & Education Advisor	Yes	\$90	Niki Papazoglakis
PS LTE Subject Matter Expert(s)	Yes	\$150	Pam Faver
Data Collection Staffer(s)	Yes	\$165	Nick Falgiatore
PS LTE SME	No	\$150	Lesia Dickson
PS LTE SME	No	\$168	Scott Neal
PS LTE SME	No	\$150	Carroll Faulkner
Data Collection Staffer	No	\$150	Jim Agostinelli
Data Collection Staffer	No	\$150	Robert Horne
Data Collection Staffer	No	\$150	Bill Waugaman

**Notes:**

1. Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. “Estimated Hours” and “Extended Price” are non-binding and will be used at the State’s discretion to determine best value to the State. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work. The State will not pay for travel or out-of-pocket expenses.
2. The State intends to establish a mechanism for funding project-related scope changes during the life of the contract. Actual funding for will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.
3. Unless otherwise agreed by the parties, each Statement of Work will include:
  - Background
  - Project Objective
  - Scope of Work
  - Deliverables
  - Acceptance Criteria
  - Project Control and Reports
  - Specific Department Standards
  - Payment Schedule
  - Project Contacts
  - State and Contractor Responsibilities and Assumptions
  - Location of Where the Work is to be Performed
  - Expected Contractor Work Hours and Conditions
4. The parties agree that the Services/Deliverables to be rendered by Contractor using the above-stated labor rates will be defined and described in detail in separate Statements of Work. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a contract amendment (called a Change Notice) and a purchase order issued against this Contract.



## Definitions

**24x7x365** means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

**Additional Service** means any Services within the scope of the Contract, but not specifically provided under any Statement of Work.

**Audit Period** means the seven year period following Contractor's provision of any work under the Contract.

**Bidder(s)** are those companies that submit a proposal in response to this RFP.

**Business Day** means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

**Blanket Purchase Order** is an alternate term for Contract and is used in the Plan Sponsors' computer system.

**CCI** means Contract Compliance Inspector.

**Days** means calendar days unless otherwise specified.

**Deliverable** means physical goods and/or services required or identified in a Statement of Work.

**DTMB** means the Michigan Department of Technology Management and Budget.

**Environmentally Preferable Products** means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to: those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

**Hazardous Material** means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

**Incident** means any interruption in any function performed for the benefit of a Plan Sponsor.

**Key Personnel** means any personnel identified in **Section 1.031** as Key Personnel.

**New Work** means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.

**Ozone-depleting Substance** means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

**Post-Consumer Waste** means any product generated by a business or consumer which has served its intended end use; and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

**Post-Industrial Waste** means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.



**Recycling** means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

**Reuse** means using a product or component of municipal solid waste in its original form more than once.

**RFP** means a Request for Proposal designed to solicit proposals for services.

**Services** means any function performed for the benefit of the State.

**SLA** means Service Level Agreement.

**Source Reduction** means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

**State Location** means any physical location where the State performs work. State Location may include State-owned, leased, or rented space.

**Subcontractor** means a company selected by the Contractor to perform a portion of the Services, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

**Unauthorized Removal** means the Contractor's removal of Key Personnel without the prior written consent of the State.

**Waste Prevention** means source reduction and reuse, but not recycling.

**Pollution Prevention** means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

**Work in Progress** means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

**Work Product** refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by the Contract.