



City of Rochester

400 Sixth Street
Rochester, MI 48307
P: (248) 733-3700
F: (248) 733-3170
www.rochestermi.org

CITY COUNCIL

REGULAR MEETING AGENDA

Mayor Debbie Jones
Mayor Pro Tem Stuart Bikson
Council Members Jessica Clauser, Christian Hauser,
Sara King, Nancy Salvia and Marilyn Trent

400 Sixth Street	May 26, 2026	7:00 PM
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1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment Scheduled/Non-Scheduled/Presentations
 - A. Presentation from Health Source Solutions - City's Wellness provider.
 - B. Presentation from the Oakland County Water Resource Commission.
 - C. Presentation from Daughters of the American Revolution Award to the City in support of America 250.
5. Approval of the Consent Agenda
 - A. Consideration of the Minutes of the Regular Meeting of May 11, 2026.
 - B. Consideration of Resolutions establishing the Absentee Counting Board, Receiving Board and Early Voting Site.
 - C. Receipt of the Check Register Report.
6. Old Business/Tabled Items
 - A. Consideration of an agreement with Carbyne, Inc. for Public Safety Answering Point (PSAP) services for the Rochester Police Department
7. Public Hearings

8. Legislative Deliberation
 - A. Consideration of Ordinance Amendment Regulating E-Bikes Downtown - First Reading and Introduction.
9. Reports and Regular Business
 - A. Consideration to approve the Kiwanis Area Playground project at Municipal Park, including demolition of the existing playground, replacement of the playscape equipment, and installation of new surfacing.
 - B. Consideration to approve Titan Pavement to perform milling and overlay work on Letica Drive from the Second Street Bridge to Parkdale utilizing funding through the Local Road Improvement Program (LRIP).
 - C. Consideration of a request to purchase a Sutphen 100' Ladder truck.
 - D. Consideration of a request to schedule a public hearing to transfer a liquor license for 401 S. Main Street.
 - E. Mayoral nominations to Boards and Commissions.
 - F. City Council nominations to Boards and Commissions.
10. Receive a Report from the Various Boards and Commissions
 - A. Receipt of a report from City Beautiful Commission.
 - B. Receipt of a report from Retirement Board.
 - C. Receipt of report from Sustainability Committee.
 - D. Receipt of a report from Paint Creek Trailways Commission.
 - E. Receipt of a report from the Asset Committee.
 - F. Receipt of a report from Downtown Development Authority.
11. Public Comment
12. General Miscellaneous
13. Adjourn

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248-733-3700 forty-eight (48) hours prior to the meeting. Staff will be pleased to make the necessary

arrangements to provide necessary reasonable accommodations, including auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting.



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Procedure for Hybrid Public Meeting

The City has returned to in-person public meetings as of March 14, 2022, with limited online capabilities. The public bodies (our boards and commissions) are meeting in-person; however, some staff, consultants, and guests will still be able to participate remotely. While in-person audience seating is now available, with limited COVID-19 procedures in place, staff asks that anyone who feels sick not attend in-person.

If you choose to participate virtual, please follow the links and information below:

- Live stream audio and video content on two (2) separate streaming platforms available at the City's [YouTube](#) and at the City's website at www.rochestermi.org/201/City-Webcasts. (Click the "Live" links to go there.)
- The City remains committed to accessibility; however, due to the limitations of technology, City staff encourages residents to send an email with your comments to rsvp@rochestermi.org prior to the meeting, but not later than Noon on the day of the meeting, so that your comments can be read into the record. This will decrease the demand on our virtual meeting infrastructure. (After Noon on the day of the meeting, email comments to: mfrazho@rochestermi.org.)
- For those who prefer to use a telephone to participate, you will need to call (646) 558-8656 and enter meeting **ID: 835 1994 8720**. When prompted, enter a participant number or just touch the # key. During the call, use *9 to raise hand and you will be "called on" by the last 4-digits of your phone number. (For example, my last digits are 8029. Callers will be asked to speak by referencing the last 4-digits of their phone number.) Note: Phone participants will have their numbers masked, for privacy.
- To provide additional opportunity to participate, members of the public are welcome to join the meeting by copying and pasting the following link in their browser: <https://us02web.zoom.us/j/83519948720> (Downloading Zoom is required.)
- We appreciate your understanding as staff will do our best to assist everyone; but, **please be advised for virtual meetings there is a three (3) minute limit for public comments.**

For assistance, or questions accessing and/or making public comment during the meeting, or other support, please reach out to our Deputy City Clerk Megan Frazho by email: mfrazho@rochestermi.org.

1. CALL TO ORDER

Mayor Jones at 7:00 p.m.

2. ROLL CALL

PRESENT: Mayor Debbie Jones, Mayor Pro Tem Stuart Bikson, Councilmembers Jessica Clauser, Christian Hauser, Sara King, Nancy Salvia and Marilyn Trent.

ABSENT: None.

3. PLEDGE OF ALLEGIANCE

Mayor Jones led the Pledge of Allegiance.

Mayor Jones announces the new City Clerk, Brian D'Annunzio's first meeting as Clerk.

4. PUBLIC COMMENT SCHEDULED/NON SCHEDULED/PRESENTATIONS

4A. Presentation of the annual report from the Rochester Hills Van Hoosen Museum Manager, Pat McKay.

4B. Presentation of the Capital Campaign consideration regarding Mt. Avon Cemetery gates and entrance improvements by Cemetery Advisory Board member, Jack DiFranco and Community Foundation of Greater Rochester President, Jo Allen

MOTION: Salvia moved, Trent seconded,

To approve the Cemetery Advisory Board to partner with the Community Foundation to begin a capital campaign fundraising for the beatification of the entrance and gateway for Mt. Avon Cemetery.

VOTE: YES: Jones, Bikson, Clauser, Hauser, King, Salvia and Trent.

NO: None.

ABSENT: None.

Motion Carried.

4C. Presentation of the Mayor's Monarch Butterfly Pledge. Councilmember Trent announces the award from the National Wildlife Federation for Rochester being designated a Monarch Champion City.

Public Comment.

Two individuals comment on the use of E-Bikes in the City and would like Council to address those concerns.

Mayor Jones recognizes City Intern Allison Johnston in the Finance Department.

5. CONSENT AGENDA

5A. Regular meeting minutes for April 27th, 2026.

MOTION: Bikson moved, Hauser seconded,
To approve the regular meeting minutes for April 27th, 2026.

VOTE: YES: Jones, Bikson, Clauser, Hauser, King, Salvia and Trent.

NO: None.

ABSENT: None.

Motion Carried.

5B. Check Register Reports for April 23rd – April 27th, 2026.

MOTION: Bikson moved, Hauser seconded,
To receive the Check Register Reports for February 19 and 26 and March 12, 2026.

VOTE: YES: Jones, Bikson, Clauser, Hauser, King, Salvia and Trent.

NO: None.

ABSENT: None.

Motion Carried.

6. OLD BUSINESS/ TABLED ITEMS.

6A. Consideration to adopt the FYE 2027 Budget. Presentation by Deputy Treasurer / Deputy Finance Director Marcy Moriwaki.

City Council discussed the item. Councilmembers weighed in on various items of discussion such as department positions and City projects as well as the presentation of certain tables within the budget.

MOTION: Bikson moved, Salvia seconded,
To adopt the FYE 2027 budget with removing page 47's "Table B," modifying "Table A's" camera labeling, to temporarily take down the interactive website and approve the budget appropriation resolution.

VOTE: YES: Jones, Bikson, Clauser, Hauser, King, Salvia and Trent.

NO: None.

ABSENT: None.

Motion Carried.

7. PUBLIC HEARINGS

NONE.

8. LEGISLATIVE DELIBERATIONS

NONE.

9. REPORTS AND REGULAR BUSINESS

9A. Consideration of request to vacate Scott Street. Two homeowners on the street involved were present and petitioned Council for their case to vacate Scott Street. A realtor consultant was also present for questions.

City Council discussed various options they could take with Scott Street. Council asks Administration for a list of potential alternative options for Scott Street for next meeting.

MOTION: Salvia moved, Hauser seconded,
To approve setting a public hearing for the next available meeting regarding Scott Street options.

VOTE: YES: Jones, Bikson, Hauser, King, Salvia.

NO: Clauser, Trent.

ABSENT: None.

Motion Carried.

9B. Mayoral nominations to Boards and Commissions

Mayor nominates two individuals, one for the Cemetery Advisory Board, one for the City Beautiful Commission.

MOTION: Bikson moved, Trent seconded,
To appoint Martha Demiro for the Cemetery Advisory Board.

VOTE: YES: Jones, Bikson, Clauser, Hauser, King, Salvia, Trent.

NO: None.

ABSENT: None.

Motion Carried.

MOTION: Hauser moved, Clauser seconded,
To appoint Carrie Brisken for the City Beautiful Commission.

VOTE: YES: Jones, Bikson, Clauser, Hauser, King, Salvia, Trent.

NO: None.

ABSENT: None.

Motion Carried.

9C. Council nominations to Boards and Commissions will take place next regular meeting.

9D. Police Chief Rouhib presents the consideration of an agreement with Carbyne, Inc. for Public Safety Answering Point (PSAP) services for the Rochester Police Department.

Councilmembers discuss the alternative options as well as the consequences of violating the County's contractual obligations for 911 dispatch.

Two citizens voice their disapproval of the consideration for the agreement.

One resident voices their approval of the consideration for the agreement.

MOTION: King moved, Salvia seconded,

To approve the agreement with Carbyne Inc. for Public Safety Answering Point (PSAP).

VOTE: YES:

NO:

ABSENT:

Motion Not Voted On

MOTION: King moved, Trent seconded,

To postpone the consideration of an agreement with Carbyne, Inc. for Public Safety Answering Point (PSAP) services to the next regular meeting.

VOTE: YES: Jones, Clauser, King, Trent.

NO: Bikson, Hauser, Salvia.

ABSENT: None.

Motion NOT Carried.

10. BOARDS AND COMMISSIONS REPORTS.

10A. Sustainability Rochester Committee – Trent gave update a prior meeting.

10B. Rochester Area Youth Assistance – Jones states they are going to be nominating the Board positions, they will be working Art & Apples, they held the Health & Wellness Fair, and there is a non-profit fair at the Library on June 13th 12:00 - 2:00.

10C. Planning Commission – Hauser gives update on considerations regarding a spa and wellness center and a natural gas regulator station, setting both for a public hearing. They are also meeting to update their bylaws.

10D. Principal Shopping District – Banda gives update on upcoming events such as Dancing in the Steets and Sidewalk Sales, and there is a DDA staffing update of hiring two new employees. Oakland County Main Street event will be hosted at the Roxy.

10E. Parking Management Advisory Board – Bikson discusses how they evaluated Lot 5 and the direction of new lots having no meters and a different payment system.

11. PUBLIC COMMENT

One citizen discusses the item regarding Scott Street and their concerns about changing from the current standing.

12. GENERAL MISCELLANEOUS.

City Clerk D'Annunzio thanked front office staff and Deputy City Clerk Frazho for their help during his absence.

Deputy City Clerk Frazho gives an update on several upcoming events in Mt. Avon Cemetery including a memorial event by Oakland University at the Receiving Vault, the America 250 Patriots Dedication Ceremony May 16th at 3:00 and the Memorial Day Ceremony at 9:00.

City Manager Banda commented on the water situation regarding the busted pipe in neighboring communities and offering our assistance as needed.

Bikson thanks DPW for their work on fixing water pipes

Trent thanks the spring cleaning crew at Mt. Avon and the Micro Forest. She also thanks those that spoke with the MML and applied for a community excellence award regarding the Micro Forest.

Hauser thanks Trent for her work on the Micro Forest. He also asks for support opposing upcoming house bills. He also asks for oversight of Ludlow regarding speeding cars and mentions his desire for reviewing the sign ordinance.

Salvia thanks the CERT volunteers helping with the water emergency. She discusses the potential for starting a health and wellness committee.

King thanks the DPW for their work on the baseball fields in the parks. She is also briefing the Council on upcoming projects regarding park playgrounds.

Clauser speaks about her excitement for the health and wellness committee and would like to partner with healthy living organizations for the City.

Jones comments on the progress of the skate park and comments on the Oakland University body donation program and their work.

13. ADJOURN

Mayor Pro Tem Bikson adjourned the meeting at 10:14p.m.

Brian D'Annunzio, City Clerk

Debbie Jones, Mayor



City of Rochester

400 Sixth Street
Rochester, MI 48307
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MEMORANDUM

Date: May 18th, 2026
To: City Council and Election Commission
From: Brian D'Annunzio, City Clerk
Subject: Establishment of Absentee Counting Board, Receiving Board, and Early Voting Site

There are three separate resolutions set for approval from the Rochester Election Commission. These resolutions are following established and past precedents from previous years. There are no new actions or deviations being sought.

The first resolution is for the creation of the Absentee Counting Board. The City appoints a board of election inspectors to serve as absentee workers and will continue what has been in previous elections. Approval of these election inspectors will come in a future resolution seeking to approve all election inspectors.

The second resolution is for the creation of the Receiving Board. The City appoints a board to officially receive and review each precinct's election day ballots and materials following the close of polls.

The third resolution is to authorize the continued use of Council Chambers located in the Rochester Municipal Building, 400 Sixth Street, Rochester MI, 48307 as the City's early voting site.

All three resolutions are to be set for both the August 4th primary election and November 3rd general election of 2026.

Requested Action: The Election Commission to review and approve all resolutions pertaining to the creation of necessary election boards and voting sites.



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RESOLUTION

ESTABLISHMENT OF RECEIVING BOARD

WHEREAS, Section 168.679a of the Michigan State Election Law was adopted in 2004, amended 2018, allowing for the appointment of receiving boards for elections, and

WHEREAS, Section 168.679a(1) states that the Rochester City Council, also serving as the Rochester Election Commission, by resolution, may authorize the appointment of a receiving board for elections.

THEREFORE, BE IT RESOLVED THAT, the Rochester City Council and Election Commission adopt this Resolution authorizing the City Clerk to appoint receiving boards for the August 4th and November 3rd elections pursuant to Section 168.679a of the Michigan State Election Law.

I, Brian D'Annunzio, the duly authorized Clerk of the City of Rochester do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Rochester City Council and Election Commission on the 26th day of May 2026.

Brian D'Annunzio, City Clerk



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RESOLUTION

ESTABLISHMENT OF ABSENTEE COUNTING BOARD

WHEREAS, Section 168.765a of the Michigan State Election Law was adopted in 2018, amended 2023, allowing for the appointment of absentee counting boards for elections, and

WHEREAS, Section 168.765a(1) states that the Rochester City Council, also serving as the Rochester Election Commission, by resolution, may authorize the establishment of absentee counting boards for elections.

THEREFORE, BE IT RESOLVED THAT, the Rochester City Council and Election Commission adopt this Resolution authorizing the City Clerk to establish an absentee counting board and submit a list of election inspectors at a later resolution for approval for the August 4th and November 3rd elections pursuant to Section 168.765a of the Michigan State Election Law.

I, Brian D'Annunzio, the duly authorized Clerk of the City of Rochester do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Rochester City Council and Election Commission on the 26th day of May 2026.

Brian D'Annunzio, City Clerk



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RESOLUTION

ESTABLISHMENT OF EARLY VOTING SITE

WHEREAS, Section 168.662a of the Michigan State Election Law was adopted in 1954, amended 2023, establishes the parameters for setting the early voting site for elections, and

WHEREAS, Section 168.662a(1) states that the Rochester City Council, also serving as the Rochester Election Commission, by resolution, establishes the location for the early voting site for elections.

THEREFORE, BE IT RESOLVED THAT, the Rochester City Council and Election Commission adopt this Resolution authorizing the establishment of the early voting site at the Rochester Municipal Building, also known as City Hall, located at 400 Sixth Street, Rochester MI, 48307 in what is known as Council Chambers for the August 4th and November 3rd elections pursuant to Section 168.662a of the Michigan State Election Law.

I, Brian D'Annunzio, the duly authorized Clerk of the City of Rochester do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Rochester City Council and Election Commission on the 26th day of May 2026.

Brian D'Annunzio, City Clerk

CHECK REGISTER FOR CITY OF ROCHESTER

CHECK DATE 05/07/2026 - 05/11/2026

Check Date	Check	Vendor	Vendor Name	Amount
Bank A1 ACCOUNTS PAYABLE				
05/07/2026	1443(E)	00439	MERS	99,536.26
05/07/2026	143100	MISC	2ND STREET STUDIO OF DANCE	200.00
05/07/2026	143101	07403	AARON SCHULTZ	231.99
05/07/2026	143102	07170	ABSOPURE WATER COMPANY	98.46
05/07/2026	143103	10324	ACCURATE EMPLOYMENT SCREENING	538.22
05/07/2026	143104	10237	AMY BENNETT	55.00
05/07/2026	143105	06364	ANDERSON, ECKSTEIN AND	2,444.40
05/07/2026	143106	09267	APPLIED INNOVATION	246.66
05/07/2026	143107	10716	AQUATEST LABORATORIES, INC	532.00
05/07/2026	143108	00063	BADGER METER INC.	283.80
05/07/2026	143109	MISC	BEDIENT CONSTRUCTION INC	1,500.00
05/07/2026	143110	10819	BEST EQUIPMENT CO	5,726.33
05/07/2026	143111	10515	BOUND TREE MEDICAL, LLC	1,517.66
05/07/2026	143112	10358	BRIAN CLAYCOMB	1,455.00
05/07/2026	143113	06861	BS&A SOFTWARE	75,080.00
05/07/2026	143114	07108	C & G NEWSPAPERS	148.80
05/07/2026	143115	09347	CTS COMPANIES INC	2,535.91
05/07/2026	143116	00976	CUMMINS BRIDGEWAY, LLC	3,191.42
05/07/2026	143117	06694	CYNERGY PRODUCTS	723.94
05/07/2026	143118	MISC	DAFOES FEED	240.00
05/07/2026	143119	00159	DAVEY TREE EXPERT COMPANY	7,841.00
05/07/2026	143120	MISC	DOC CROFCHECK	400.00
05/07/2026	143121	00880	DTE ENERGY	28,173.01
05/07/2026	143122	10308	EL ELECTRICAL CONTRACTING	4,797.31
05/07/2026	143123	10645	ELEMENT 22 COMMERCIAL GROUP	4,412.43
05/07/2026	143124	07509	ENVIRONMENTAL WOOD SOLUTIONS	68.00
05/07/2026	143125	10765	ESSBE	75.00
05/07/2026	143126	10722	EVERON	84.63
05/07/2026	143127	10054	EXTERIOR CONCEPTS	1,075.00
05/07/2026	143128	07499	FRANK MOON	30.00
05/07/2026	143129	01797	GALLS INC.	171.90
05/07/2026	143130	04977	GIVE THANKS BAKERY & CAFE	50.00
05/07/2026	143131	MISC	GRACE BURNS	66.65
05/07/2026	143132	10273	GREAT LAKES WATER AUTHORITY	45.81
05/07/2026	143133	05090	GUNNERS METERS & PARTS, INC.	3,950.00
05/07/2026	143134	08539	HILTI INC	302.00
05/07/2026	143135	10825	IMPERIAL DADE	399.64
05/07/2026	143136	08571	JEFF FIRMAN	198.19
05/07/2026	143137	08912	JULIE CZERWINSKI	240.00
05/07/2026	143138	08937	KOGELMANN'S CREEK-SIDE SOD	140.00
05/07/2026	143139	10556	LUTZ ROOFING	917.50
05/07/2026	143140	10894	MEMORIES IN MOTION	1,696.00
05/07/2026	143141	MISC	MICHAEL GRANT	50.00
05/07/2026	143142	10730	MICHIGAN BUSINESS CONNECTION,	15,143.31
05/07/2026	143143	00412	MICHIGAN MUNICIPAL LEAGUE	6,480.00
05/07/2026	143144	08121	NICHOLAS BANDA	850.00
05/07/2026	143145	09514	O'REILLY AUTO PARTS	67.68
05/07/2026	143146	00457	OAKLAND COUNTY TREASURERS	110,125.40
05/07/2026	143147	10870	PERFECT TEMP HEATING & COOLIN	395.00
05/07/2026	143148	MISC	PETER WOLF	200.00
05/07/2026	143149	10717	PRIORITY WASTE	87,334.54
05/07/2026	143150	10690	PSX	834.78
05/07/2026	143151	09667	QUALITY BUSINESS ENGRAVING	20.00
05/07/2026	143152	10422	REZ-COMM, INC	10,550.00
05/07/2026	143153	10657	ROCHESTER CORNER BAR	100.00
05/07/2026	143154	00562	ROCHESTER HILLS TIRE & SERVIC	1,575.57
05/07/2026	143155	10650	RUSS MILNE FORD, INC	173.24
05/07/2026	143156	10890	SHANNON IRISH DANCE ACADEMY	300.00
05/07/2026	143157	10614	SIGNS & MORE	1,860.00
05/07/2026	143158	08562	SOCRRA	560.00
05/07/2026	143159	07867	SPENCER OIL COMPANY	6,157.31
05/07/2026	143160	10901	SPOHN RANCH, INC	150,000.00
05/07/2026	143161	09744	STANARD & ASSOCIATES INC	550.00
05/07/2026	143162	MISC	STEVE DROTOZ	63.08
05/07/2026	143163	MISC	TED NAGY	1,000.00
05/07/2026	143164	10643	TELUS COMMUNICATIONS (U.S.) I	113.28
05/07/2026	143165	MISC	TENTH MICHIGAN INFANTRY	750.00
05/07/2026	143166	10692	THE SPICE & TEA EXCHANGE	70.00
05/07/2026	143167	05035	ULYSSES HERNANDEZ	500.00
05/07/2026	143168	10492	WEX BANK	59.99
05/07/2026	143169	10891	YOLANDA MCDONALD	250.00

CHECK REGISTER FOR CITY OF ROCHESTER

CHECK DATE 05/07/2026 - 05/11/2026

Check Date	Check	Vendor	Vendor Name	Amount
Bank A1 ACCOUNTS PAYABLE				
05/07/2026	143170	10333	ZEP SALES & SERVICE	252.29
05/11/2026	1436(A)	10637	BOND ELECTRIC, LLC	2,135.40
05/11/2026	1437(A)	10454	DLZ MICHIGAN INC	18,402.30
05/11/2026	1438(A)	06794	HYDROCORP	5,780.00
05/11/2026	1439(A)	10655	JODY ALLEN KINJORSKI	454.50
05/11/2026	1440(A)	08587	NYE UNIFORM	842.50
05/11/2026	1441(A)	06156	PITNEY BOWES BANK INC	630.16
05/11/2026	1442(A)	10702	WINDCAVE INC	1,275.00
A1 TOTALS:				
Total of 79 Checks:				677,325.25
Less 0 Void Checks:				0.00
Total of 79 Disbursements:				677,325.25

CHECK REGISTER FOR CITY OF ROCHESTER

CHECK DATE 05/14/2026 - 05/18/2026

Check Date	Check	Vendor	Vendor Name	Amount
Bank A1 ACCOUNTS PAYABLE				
05/14/2026	1446(E)	10691	BLUE CARE NETWORK OF MICHIGAN	14,322.50
05/14/2026	1447(E)	08514	BLUE CROSS BLUE SHIELD OF MIC	120,692.92
05/14/2026	1448(E)	08514	BLUE CROSS BLUE SHIELD OF MIC	17,335.98
05/14/2026	143174	10701	4IMPRINT, INC.	953.90
05/14/2026	143175	10903	911 TRAINING INSTITUTE	650.00
05/14/2026	143176	MISC	ALTON PRESTON	267.68
05/14/2026	143177	10902	ANGLIN CIVIL, LLC	25,803.79
05/14/2026	143178	09267	APPLIED INNOVATION	472.88
05/14/2026	143179	08950	BARCO PRODUCTS COMPANY	240.18
05/14/2026	143180	08676	BATTERY GIANT	104.25
05/14/2026	143181	08666	BETTER PAINTING	8,176.00
05/14/2026	143182	10906	BLUE STAR, INC	18,900.00
05/14/2026	143183	09307	BLUE WATER SOLUTIONS	157.59
05/14/2026	143184	02324	CERTASITE, LLC	4,285.10
05/14/2026	143185	10527	CHARLES SIBERT	2,899.00
05/14/2026	143186	00057	CITY OF ROCHESTER HILLS	823.85
05/14/2026	143187	10728	CIVICSMART PARKING TECH, INC	3,833.50
05/14/2026	143188	10359	D'MARCOS ITALIAN RESTAURANT	250.00
05/14/2026	143189	08026	DESSERT OASIS LLC	25.00
05/14/2026	143190	MISC	DR. ROBERT A. MARTIN	20.00
05/14/2026	143191	MISC	EVAN GUZMAN	250.00
05/14/2026	143192	10905	EXPERT BED BUG EXTERMINATOR'S	4,000.00
05/14/2026	143193	02915	FRANK REWOLD & SON	159,393.07
05/14/2026	143194	09055	G2 CONSULTING GROUP LLC	198.50
05/14/2026	143195	01797	GALLS INC.	129.58
05/14/2026	143196	09117	GREAT AMERICA FINANCIAL SVCS	822.00
05/14/2026	143197	10809	HEALTHSOURCE SOLUTIONS, LLC	922.00
05/14/2026	143198	MISC	HOWARD WEIMER	225.42
05/14/2026	143199	10825	IMPERIAL DADE	228.12
05/14/2026	143200	09291	IPS GROUP INC	5,350.82
05/14/2026	143201	10413	JOSHUA BEAZLEY	63.00
05/14/2026	143202	MISC	KAY ELLEN WILKINS	20.00
05/14/2026	143203	09166	KEITH HERMANS	11.08
05/14/2026	143204	09960	KIMBALL MIDWEST	2,930.47
05/14/2026	143205	05801	MAJIK GRAPHICS INC.	28.00
05/14/2026	143206	10882	MES SERVICE COMPANY	1,578.00
05/14/2026	143207	09336	MICHAEL KNIGHT	11.33
05/14/2026	143208	00408	MICHIGAN CHANDELIER CO.	183.55
05/14/2026	143209	00413	MICHIGAN MUNICIPAL LEAGUE	4,751.00
05/14/2026	143210	10066	MR C'S CAR WASH #6 LLC	168.00
05/14/2026	143211	09514	O'REILLY AUTO PARTS	67.68
05/14/2026	143212	10904	OAKLAND COMM.HEALTH NETWORK	13,435.67
05/14/2026	143213	10879	PEKLO PORTABLES LLC	320.00
05/14/2026	143214	10422	REZ-COMM, INC	8,704.61
05/14/2026	143215	00562	ROCHESTER HILLS TIRE & SERVIC	884.95
05/14/2026	143216	10566	ROCHESTER PLUMBING & HEATING	1,447.00
05/14/2026	143217	10676	RYAN HANKEY	385.01
05/14/2026	143218	MISC	SHERILYN LATOS	30.00
05/14/2026	143219	10614	SIGNS & MORE	672.00
05/14/2026	143220	08518	SOUTH STREET SKATESHOP	50.00
05/14/2026	143221	07867	SPENCER OIL COMPANY	15,448.88
05/14/2026	143222	09087	THE MEETING HOUSE	400.00
05/14/2026	143223	MISC	TRI-COUNTY GIFT BASKET	75.00
05/14/2026	143224	03668	USZTAN L.L.C.	70,486.74
05/14/2026	143225	10461	WEIGAND CRUSHING CO	100.00
05/14/2026	143226	00679	WEINGARTZ SUPPLY CO.	385.40
05/18/2026	1444(A)	08587	NYE UNIFORM	277.00
05/18/2026	1445(A)	09933	TK ELEVATOR	481.03
A1 TOTALS:				
Total of 58 Checks:				515,129.03
Less 0 Void Checks:				0.00
Total of 58 Disbursements:				515,129.03

MEMORANDUM

City of Rochester Police Department

TO: Nik Banda, City Manager
FROM: George T. Rouhib Jr., Chief of Police
DATE: April 29, 2026
RE: Council Agenda — PSAP Adoption Agreement with Carbyne, Inc.

Issue

Request approval to enter into a PSAP Adoption Agreement with the City of Rochester Police Department and Carbyne, Inc.

This is a mandated purchase. Oakland County requires all municipalities operating their own Public Safety Answering Point (PSAP) to adopt the county's Next Generation 911 (NG911) Call Handling System as part of a countywide deployment. The City of Rochester Police Department is required to participate in this agreement.

Analysis: Adoption Agreement

The City of Rochester Police Department operates its own Public Safety Answering Point (PSAP) which involves dispatching for police, fire, and EMS related calls. As a result, there is certain technology that is needed to effectively operate a dispatch center such as 911 software.

Oakland County is replacing the county's outdated on-premise 911 phone system with a modern, cloud-based platform that gives dispatchers more information about every caller. Additionally, it provides first responders with a heads-up before they arrive on scene.

The system will be deployed across 20 locations (18 primary dispatch centers, 1 secondary, and 1 backup/training site). Oakland County subscribes to it rather than owning the software, hosted on Amazon Web Services (AWS) GovCloud, the same secure cloud infrastructure used by federal government agencies.

The following are some of the standard features that dispatchers can see and use with the new Next Generation 911 (NG911) Call Handling System:

Standard Features

- **Live Video From Caller's Phone** – Dispatchers can request a live stream from the caller's smartphone.

- **Precise Caller Location Using Multiple Sources** – 911 network, phone GPS, RapidSOS, and What3Words (a system that pinpoints locations within 10 feet using unique 3-word addresses).
- **Silent Instant Messaging** – Dispatchers can text back and forth with a caller who cannot speak safely (domestic violence, active intruder, medical emergency).
- **Photo Attachments** – Callers can send photos directly to the dispatcher.
- **Automatic Abandoned Call Text-Back** – If someone calls 911 and hangs up, the system texts them automatically to ask if they need help.
- **Text-To-911** – The system provides full support to individuals who text instead of call. This is critical for deaf or hearing-impaired callers.
- **Motorola Radio Integration** – The system will connect directly to the radio consoles dispatchers use to communicate with officers and firefighters in the field.

AI-Powered Features

- **AI Translation & Transcription** – Real-time two-way voice translation for non-English speakers. The system automatically detects the language and translates in both directions, displaying the text on screen.
- **Emergency Call Triage** – When a major incident causes a surge in 911 calls, AI automatically informs redundant callers that responders are aware, freeing dispatchers to focus on callers who truly need help.
- **Responder Connect** – Dispatchers can send a link to a first responder's cell phone so they can see live video, real-time location, speed, floor level, and altitude of the caller before arriving on scene.

Supervisor/Administrative Features

- **Live Seat Map** – Shows which dispatchers are active in real-time.
- **Queue Status Wallboard** – Illustrates how many calls are waiting and who is managing them.
- **Full Event History** – Shows every call ever logged.
- **Activity Audit Log** – Complete record of who did what and when.
- **Video Wallboard** – Displays up to 6 live caller video streams simultaneously.

Support & Response Time

- Carbyne's technical team monitors the system 24/7, 365 days a year.

Software Updates

- Because APEX is cloud-based, updates are pushed automatically from Carbyne's servers. Dispatchers do not have to take any action.

Training

- All training is included in the contract price and is role-based.
- Each dispatcher must demonstrate competency before going live.
- Online learning is available anytime.
- Quarterly refresher training is provided.
- Monthly executive reports.

Security

Encryption

- **AES-256 encryption** — All data at rest and in transit is encrypted to the same standard used by the U.S. military.
- **TLS 1.2+** For all web traffic — the same encryption standard used by banks.

Access Controls

- Minimum 12-character passwords, complexity required, expire every 90 days, cannot reuse last 10.
- Multi-factor authentication.

Auditing & Logging

- Every user action is logged with a full timestamp.
- Application logs retained for 90 days active, 1 year archived.
- Call and event data retained for 2 years.
- Database backups: taken daily, encrypted, retained for 30 days.
- Quarterly vulnerability scans.
- All data stored in the U.S. only — no offshore storage.

Timeline

- **Contract Start Date:** January 1, 2026
- Carbyne must begin work within 90 days of contract signing.
- Each individual dispatch center must be fully live within 365 days of its individual site agreement.
- Full Oakland County multi-site deployment: Estimated 10–12 months.

Cost Breakdown (City of Rochester)

Description	Amount
Year 1 Costs (Subscription + One-Time Hardware)	\$77,032.30
Years 2–5 Costs (per year)	\$32,212.93
Total Cost (5 years)	\$205,884.03

**Base pricing without options.*

Payment Terms

- **1st Payment** — 45% of Year 1 invoiced upon contract execution: \$34,664.53
- **2nd Payment** — 55% remainder due at subscription start date (**February 1, 2027**): \$42,367.77
- Carbyne will invoice annual fees for Years 2–5 on each anniversary of February 1.

Recommendation

Approve as presented.

Attachment(s)

Oakland County Contract No. 011794 (247 pages); Exhibit V — Carbyne-Rochester Pricing.

EXHIBIT V



CARBYNE

Rochester (Base Pricing)	
400 6th St, Rochester, MI 48307	
Concurrent Seats	2
Installed Positions	2
Year 1 Costs (Subscription + One-Time + Hardware)	\$77,032.30
Years 2-5 Costs	\$32,212.93

Rochester (Optional Pricing)		
400 6th St, Rochester, MI 48307		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$1,350.00	<input type="checkbox"/>
Video Wallboard (annual)	\$682.26	<input type="checkbox"/>
AI Call Triage (annual)	\$3,600.00	<input type="checkbox"/>
AI Voice Admin Assist (annual)	\$17,637.10	<input type="checkbox"/>
AI Event Assist (annual)	\$1,959.68	<input type="checkbox"/>
Citizen Connect (annual)	\$130.65	<input type="checkbox"/>
GIS Map License (annual)	\$3,008.88	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time) **	TBD	<input type="checkbox"/>

Buyer: CJS

CONTRACT NUMBER: 011794

Event #: 000535

CONTRACT between the **COUNTY OF OAKLAND** and **CONTRACTOR**

Not To Exceed Amount: \$1,039,009.13		Effective Date: 01/01/2026	Expiration Date: 01/31/2031
Contract Description:	Apex 911 CHE System - P		
Contractor Address:		Contract Administrator Information:	
CARBYNE INC 45 W 27th Street Floor 2 New York, NY 10001-7065 Vendor No: 41948		John Rucker CARBYNE INC legal@carbyne.com	
Buyer and Purchasing Information:		County Contract Administrator and Using Department:	
Aaron Wagner OAKLAND COUNTY PURCHASING 2100 Pontiac Lake Rd 41W Waterford, MI 48328-2762 purchasing@oakgov.com		Rod Davenport, C.I.O. OAKLAND COUNTY INFO. TECH. 1200 N Telegraph Rd. Bldg 49 W Pontiac MI 48341 davenport@oakgov.com	

The County and the Contractor may be referred to individually as a "Party" or collectively as the "Parties." The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:

SIGN: John Rucker
John Rucker (Dec 30, 2025 16:47:50 EST)

FOR THE COUNTY:

SIGN: Rod Davenport
Rod Davenport (Dec 30, 2025 17:23:09 EST)

Contract Administrator

SIGN: Aaron Wagner
Aaron Wagner (Dec 30, 2025 17:24:36 EST)

Aaron F. Wagner, Chief Procurement Officer

Or

Alycia Williams, Purchasing Manager

cmk

This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Definitions
- Section 2. Contract Term and Renewal
- Section 3. Contract Administration and Amendments
- Section 4. Contract Termination
- Section 5. Scope of Deliverables and Financial/Payment Obligations
- Section 6. Contractor's Warranties and Assurances
- Section 7. Liability
- Section 8. Insurance and Bond Requirements
- Section 9. Intellectual Property
- Section 10. Confidential Information
- Section 11. County Data
- Section 12. Information Technology Standards
- Section 13. General Terms and Conditions

§1. CONTRACT DEFINITIONS

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 1.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 1.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.3. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County by third parties or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened by third parties, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.

- 1.4. **“Confidential Information”** means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County’s security.
- 1.5. **“Contract”** means this document and any other documents expressly incorporated herein, including the Carbyne APEX Quote signed between the parties.
- 1.6. **“Contractor”** means the entity or person listed under “Contractor” on the first page of this Contract and Contractor Employee.
- 1.7. **“Contractor Employee”** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:
Exhibits (Applicable if Checked)
 - 1.8.1. Exhibit I: Contractor Insurance Requirements
 - 1.8.2. Exhibit II: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
 - 1.8.3. Exhibit III: License for Use of County Servicemark
 - 1.8.4. Exhibit IV: Scope of Contractor Deliverables/Financial Obligations
 - 1.8.5. Exhibit V: Contractor Quote & Software License Agreement
 - 1.8.6. Exhibit VI: Carbyne Support Term & Service Level Agreement.
 - 1.8.7. Exhibit VII-1; Exhibit VII-2 and Exhibit VII-3: Portions of the Request for Proposal Response: Carbyne-Oakland County Event # Oak-0000535 (2024).
- 1.9. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 1.10. **“County Agent”** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. “County Agent” shall also include any person

who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 1.11. **“County Data”** means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables, which shall include, but not be limited to: (a) personal health information (PHI) as defined under the Health Insurance Portability and Accountability Act (HIPAA) and Exhibit II, (b) personally identifiable information (PII) as defined in Exhibit III, and (c) Criminal Justice Information defined in Exhibit IV if the Exhibit(s) are incorporated into the Contract. County Data includes Confidential Information as defined in this Contract.
- 1.12. **“County Network”** means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 1.13. **“Day”** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.14. **“Deliverables”** means goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.15. **“Effective Date”** means midnight on the date listed on the first page of this Contract.
- 1.16. **“Expiration Date”** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.17. **“E-Verify”** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website:
<https://e-verify.uscis.gov/enroll>.
- 1.18. **“Intellectual Property”** means any developments, improvements, designs, innovations, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, which includes, but is not limited to, ideas, concepts, inventions, and processes related to the development and operation of computer software and systems. “County Intellectual Property” is “Intellectual Property” owned by the County and used by the Contractor during the performance of this Contract.
- 1.19. **“Iran-Linked Business”** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.

- 1.20. **“Not to Exceed Amount”** means the dollar amount listed on the first page of this Contract, unless amended. The “Not to Exceed Amount” is not the County’s financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.21. **“Proposal”** means Contractor’s response or bid to the County’s Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.22. **“Purchase Order”** means the County’s written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.23. **“Purchasing”** means the Purchasing Division of Oakland County.

§2. CONTRACT TERM AND RENEWAL

- 2.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date.
- 2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment. Notwithstanding any other provision, the County may renew/extend this Contract for an additional two (2) year period on the Expiration Date, if the renewal/extension is approved the Oakland County Board of Commissioners (“Renewal Term”). All terms and conditions of the Contract shall apply equally to the Renewal Term.
- 2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§3. CONTRACT ADMINISTRATION AND AMENDMENTS

- 3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 3.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in

Exhibit IX. Unless otherwise stated in Exhibit IX, the County’s Project Manager has no authority to amend this Contract.

- 3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County’s Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County’s Contract Administrator(s) have no authority to amend this Contract.
- 3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click-through license agreement, or Contractor policies or agreements published on Contractor’s website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.
- 3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.
- 3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 13 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

§4. **CONTRACT TERMINATION**

- 4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:

- 4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a felony criminal offense or a criminal offense involving or related to Contractor’s business; or (b) if any third-party funding for this Contract is reduced or terminated.
- 4.1.2. **Termination for Breach.** The County may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days’ written notice to the Contractor, if the Contractor breaches any material duty or obligation contained herein and within such notice period has failed or has not reasonably attempted to cure the breach. The effective date of termination or cancellation and the specific alleged breach shall be clearly stated in the written notice to the Contractor.
- 4.2. **Contractor Termination for Breach.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days’ written notice to the County, if the County breaches any material duty or obligation contained herein and within such notice period has failed or has not reasonably attempted to cure the breach. The effective date of termination or cancellation and the specific alleged breach shall be clearly stated in the written notice to the County.
- 4.3. **County’s Obligations Upon Termination.** The County’s sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.
- 4.4. **Contractor’s Obligations Upon Termination.** If this Contract terminates for any reason, then Contractor must do the following: (a) at the County’s sole request and discretion, cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor’s possession; (c) return all materials and property provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor (which Deliverables are transferred to the County “As-Is”, except to the extent the amounts paid by the County for these Deliverables include warranties or

warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not “As-Is”); and (e) take any reasonable action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.

- 4.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.

§5. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS

- 5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, and/or any Amendments to this Contract.
- 5.2. **Software License(s).** If Contractor requires County to comply with a software license or any other third-party terms, the software license or other third-party terms must be attached to this Contract in Exhibit VI, and the Parties shall follow the terms and conditions therein. County is not obligated to follow or comply with any software license or other third-party terms that are not attached to or included in this Contract. Unless specifically agreed to by County in writing, if County Agents are required to accept click-through license terms or any other terms not included in this Contract to access or use any of the Deliverables in this Contract, the terms and conditions of those click-through licenses and other terms are without force and effect.
- 5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County’s sole financial obligation under this Contract shall be set forth in Exhibit IX. The amount and manner of payment of the financial obligation shall be set forth in Exhibit IX and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.
- 5.4. **Payment Procedure.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County’s Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice, within sixty (60) days of Contractor’s performance of the Deliverables listed in the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information reasonably requested by Purchasing. Unless otherwise set forth in the Exhibits, the County will pay undisputed invoices, which comply with this section (5.4), within sixty (60) days after receiving the invoice. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.

- 5.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the “Not to Exceed Amount.” If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the “Not to Exceed Amount,” then Contractor shall provide Purchasing with notice of this fact as soon as possible, but no later than ten (10) days before this event.
- 5.6. **County Not Obligated for Penalties/Costs/Fines.** The County shall not be responsible or liable for any cost, fee, fine, penalty, or other assessment of any kind that is incurred or suffered by Contractor in connection with or resulting solely from Contractor’s performance of this Contract under any circumstances. Except as otherwise provided by law, the County will be responsible for costs, fees, fines, penalties or other assessments caused solely or contributorily by its acts or omissions, up to the amount of its contribution.
- 5.7. **Set-Off of County Costs.** If the County incurs any costs (not specified in this Contract), loss, or damage that is caused by or results solely or up to the extent of the contribution from Contractor’s negligent acts or omissions, then the County has the right to set-off those costs, loss, and/or damage from any amounts due and owing Contractor. This set-off includes, but is not limited to, withholding payment in an amount equal to the cost of any County-provided equipment, supplies, badges, or other property that are not returned by Contractor upon completion, termination, or cancellation of this Contract. County also reserves the right at any time to set-off any amounts it owes to Contractor under this Agreement against any amounts that Contractor owes to County.
- 5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.
- §6. **CONTRACTOR’S WARRANTIES AND ASSURANCES**
- 6.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract, except that Contractor has not conducted a site survey of the relevant deployment sites covered by this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.
- 6.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.

- 6.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policy with the effective dates and shall promptly provide such to the County, if requested.
- 6.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. The County shall provide Contractor with a copy of the applicable grant agreements/contracts containing the applicable grant requirements.
- 6.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 6.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.
- 6.7. **Contractor Employees.**
- 6.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 6.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 6.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 6.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display a County-provided identification badge at all times while working on County premises. In order to receive a County identification badge, a Contractor Employee shall sign the "Acknowledgement of Independent Contractor Status" form, Exhibit VIII to this Contract.

Contractor shall return all County-provided identification(s) upon completion of Contractor's obligations under this Contract.

- 6.7.5. **Background Checks.** At the County's request, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.
- 6.7.6. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify, defend, and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.
- 6.7.7. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.
- 6.8. **Acknowledgment of Independent Contractor Status.**
- 6.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or

subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and the limitations independent contractors have of this status.

- 6.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.
- 6.8.3. **County Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are retired County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.
- 6.8.4. **County Reliance.** The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.
- 6.8.5. **Independent Employment Status.** If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VIII, Acknowledgement of Independent Employment Status, prior to performing services for the County.
- 6.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 6.10. **E-Verify.** In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify

Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.

- 6.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 6.12. **Foreign Adversary Certification.** If Contractor supplies technology or equipment to County, Contractor certifies that the technology and/or equipment was not produced, assembled, or manufactured by a foreign adversary, as defined, and as prohibited by the federal government.
- 6.13. **Taxes.**
 - 6.13.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
 - 6.13.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 6.14. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, requirements and specifications in the Exhibits, industry best practices and care, professional standards, and in a diligent, workmanlike, and expeditious manner.
- 6.15. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:
 - 6.15.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be merchantable; (b) be of good quality; (c) be fit for their ordinary purpose; (d) be adequately contained and packaged; and (e) conform to the specifications and descriptions contained in this Contract or for software to conform to the software Documentation. Contractor acknowledges and agrees that time is of the essence for providing all Deliverables that are goods.
 - 6.15.2. **Warranty of Fitness for a Particular Purpose.** Except for software or SasS Solutions, if Contractor knows or has reason to know that the goods will be used for a particular purpose and the County is relying on Contractor's skill or judgment to select or furnish the goods, then there is a warranty that the goods are fit for a particular purpose.

- 6.15.3. **Warranty of Title.** All goods provided to the County shall be provided: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 6.16. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the public to use a software application or to access a website, Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Contractor’s Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.1. Any additional compliance requirements shall be specified in the Scope of Contractor’s Deliverables Exhibit IX.

§7. **LIABILITY**

- 7.1. **CONTRACTOR INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ALL CLAIMS INCURRED BY OR ASSERTED AGAINST THE COUNTY BY ANY PERSON OR ENTITY, WHICH ARE ALLEGED TO HAVE BEEN CAUSED DIRECTLY OR INDIRECTLY FROM THE NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR CONTRACTOR’S EMPLOYEES WHILE PERFORMING THEIR DUTIES UNDER THIS CONTRACT WHICH RESULT IN BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY. NOTWITHSTANDING THE ABOVE, CONTRACTOR, CONTRACTOR EMPLOYEES, THE COUNTY AND COUNTY AGENTS DO NOT WAIVE AND ARE ENTITLED TO THE IMMUNITY PROTECTIONS GRANTED UNDER THE NEXT GENERATION 9-1-1 ADVANCEMENT ACT OF 2012 AND MICHIGAN PUBLIC ACT 32 OF 1986, MCL § 484.1604. EXCEPT FOR INDEMNIFICATION PROVIDED FOR INFRINGEMENT CLAIMS, THE FOREGOING INDEMNIFICATION OBLIGATION IS INAPPLICABLE IF CONTRACTOR WOULD BE ENTITLED TO IMMUNITY IF THE CLAIM WERE BROUGHT AGAINST CONTRACTOR DIRECTLY, EXCEPT FOR COSTS INCURRED BY THE COUNTY IN DEFENSE OF A CLAIM. THIS SECTION SETS FORTH THE FULL EXTENT OF CONTRACTOR’S GENERAL INDEMNIFICATION OF COUNTY FROM LIABILITIES THAT ARE IN ANY WAY RELATED TO CONTRACTOR’S PERFORMANCE UNDER THIS CONTRACT.
- 7.2. **NO INDEMNIFICATION FROM THE COUNTY.** CONTRACTOR SHALL HAVE NO RIGHTS OR CLAIMS AGAINST THE COUNTY FOR INDEMNIFICATION, CONTRIBUTION, SUBROGATION, OR ANY OTHER SIMILAR RIGHT TO BE REIMBURSED BY THE COUNTY.
- 7.3. **LIMITATION OF LIABILITY.**
- 7.3.1. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, RELIANCE, REMOTE, SPECULATIVE, PUNITIVE, EXEMPLARY, LIQUIDATED, TREBLE, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, OPPORTUNITY, USE, REVENUE, DATA, OR

GOODWILL, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, UNDER STATUTE, OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR CONTEMPLATED AND EVEN IF THAT PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- 7.3.2. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTION 7.1, NEITHER PARTY SHALL BE LIABLE IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, UNDER STATUTE, OR ANY OTHER THEORY OF LIABILITY, FOR TOTAL AGGREGATE DAMAGES IN EXCESS OF COUNTY'S PAYMENT OBLIGATIONS TO CONTRACTOR FOR THE DELIVERABLES PROVIDED UNDER THIS CONTRACT.

§8. INSURANCE AND BOND REQUIREMENTS

- 8.1. **Contractor Provided Insurance.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.
- 8.2. **Contractor Provided Bonds.** Pursuant to Public Act 213 of 1963, if the Contract Not to Exceed Amount exceeds fifty thousand dollars (\$50,000.00) and the Contract is for the construction, alteration, or repair of any public building or public work or improvement of the County, then the Contractor shall furnish, at its sole cost, a performance bond and a payment bond to the County, which shall become binding upon execution of the Contract. Each bond shall be in an amount fixed by the County, as set forth in Exhibit IX, but in no event shall each bond be less than 25% of the Contract Not to Exceed Amount.

§9. INTELLECTUAL PROPERTY

- 9.1. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor to access certain Software licensed to the County. Contractor shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 9.2. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VII. Contractor shall only use the servicemarks as directed by the County in Exhibit VII. If Exhibit VII is not selected and attached to this Contract, Contractor shall not and has no right to use County servicemarks.

- 9.3. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, trade secret, or ownership rights in County Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor specifically as part of the Deliverables to the County are works made for hire, created for, and owned exclusively by the County, if marked as County Intellectual Property; (c) exclusive of Contractor’s Intellectual Property, Contractor assigns to the County all rights and interest in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies related to County Intellectual Property. Contractor shall ensure Contractor Employees assign their rights and interests in County Intellectual Property to the County.
- 9.4. **Infringement Remedies.** If, in either Party’s opinion, any of the services or Deliverables supplied by Contractor are likely to become the subject of a copyright, patent, trademark, trade secret, or other intellectual property infringement claim, Contractor shall at its own expense: (a) procure for County the right to continue using the services or Deliverables, 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 County with appropriate credits or refund to County of unused pre-paid fees.
- §10. **CONFIDENTIAL INFORMATION**
- 10.1. **Contractor Use of Confidential Information.** Contractor and Contractor Employees shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Contractor shall not reproduce, provide, disclose, or give access to Confidential Information to any Contractor Employee or third party not having a legitimate need to know. Contractor and Contractor Employees shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Contractor: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by

Contractor from a third-party having the right to disclose it, without an obligation to keep such information confidential.

- 10.2. **County Confidentiality Obligations.** County has no obligation to Contractor to keep confidential any information or records that are required to be disclosed by County under the Michigan Freedom of Information Act, 1976 PA 442, as amended (the “FOIA”) nor shall County be obligated to inform or provide notice to Contractor regarding the disclosure of information or records that are required to be disclosed under the FOIA. Furthermore, County may disclose Confidential Information to third parties if required by law, statute, subpoena, court order, or other legal process.
- §11. **COUNTY DATA.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this section apply:
- 11.1. **Use of County Data.** Contractor and Contractor Employees shall have a limited license to County Data, including a license to collect, process, store, generate, and display County Data but only to the extent necessary to provide services under this Contract. Contractor and Contractor Employees may not use, sell, rent, share, transfer, distribute, or otherwise disclose or make available County Data to any third-party, for Contractor’s own purposes, or for the benefit of anyone other than the County, without the County’s prior written consent, unless otherwise provided for within an Exhibit to this Contract.
- 11.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor shall notify the County’s Chief Information Officer as soon as practicable but no later than forty-eight (48) hours of “Discovery” of suspected unauthorized access, acquisition, disclosure, or theft of County Data (a “Security Breach”). “Discovery” means the first day on which the Security Breach is known to Contractor. Upon Discovery of a Security Breach, Contractor shall do the following: (a) take reasonable measures to promptly cure the deficiencies relating to the Security Breach in order to secure County Data; (b) cooperate with the County in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the County; and (c) comply with all applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the County. If Contractor uses or possesses County Data described in Exhibit II (HIPAA), Exhibit III (PII), or Exhibit IV (CJIS), Contractor shall follow the procedures in the applicable Exhibits governing the unauthorized access/disclosure or theft of County Data.
- 11.3. **Storage of County Data.** Contractor shall only possess, access, store, host, and/or process County Data at and from data centers located within the United States of America (the “U.S.”). Contractor shall not permit Contractor Employees to possess, access, store, host, and/or process County Data on portable devices, including, but not limited to, personal computers,

tablets, laptops, and phones, except for portable devices that encrypt County Data at rest, have up-to-date firewall and antivirus protection, require multi-factor authentication to access, and are used and kept within the U.S. Contractor may permit its Contractor Employees to access County Data remotely within the U.S. but only as required to provide the Deliverables.

- 11.4. **Requirements for PCI Data.** If Contractor possesses, accesses, stores, hosts, processes, or transmits County Data that is considered Payment Card Industry (PCI) Data by the PCI Security Standards Council, Contractor shall comply with PCI Data Security Standard (DSS) and shall provide the County with a copy of its PCI DSS Attestation of Compliance and its Certificate of Compliance with PCI Data Security Standard on or before the Effective Date. Contractor warrants that it will keep its Certification of Compliance with PCI Data Security Standard current and will provide evidence that the Certification of Compliance is current to County upon request.
- 11.5. **Response to Legal Request for County Data.** If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.
- 11.6. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.
- §12. **INFORMATION TECHNOLOGY STANDARDS.** If Contractor provides a technology application or requires the use of the Internet to access a Deliverable, the following sections apply:
- 12.1. **County Standards.** If Contractor or Contractor Employees will be given access to the County Network, Contractor and Contractor Employees shall comply with the County Electronic Communications and Use of Technology Policy.
- 12.2. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access to the County Network, County Data, and Contractor's network/system(s) used to access County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to protect its own data of a similar kind. The County shall have the right to audit Contractor's network and system security.
- 12.3. **Security Reporting.** Contractor shall provide County with its SOC2 Type 2 report, which must be assessed by an independent auditor, or provide County with a completed County security questionnaire if Contractor does not have a SOC2 Type 2 report. Contractor shall provide

County with Contractor’s SOC2 Type 2 report or the completed County security questionnaire, on or prior to the Effective Date of this Contract, and within five (5) Business Days of a written request by County during the duration of this Contract. County will not make more than one request per year for the Contractor’s SOC2 Type 2 report or for the Contractor to provide County with a completed County security questionnaire, unless County has reasonable cause to do so. If Contractor has a SOC2 Type 2 report, Contractor shall keep its SOC2 Type 2 report up to date for the duration of this Contract.

§13. GENERAL TERMS AND CONDITIONS

- 13.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the County’s Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.
- 13.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County’s Director of Facilities Management, successor, or designee.
- 13.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities, and anything stored thereon in a clean, safe, sanitary, responsible, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County’s performance of its functions.
- 13.4. **Removal of Contractor's Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County may, at County’s sole discretion, dispose of the personal property and bill Contractor for any costs associated with the removal and disposal or keep, have all rights to, and be the owner of the personal property.
- 13.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor’s negligent acts or omissions. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third-party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all reasonable costs associated with repairing and/or replacing the damaged property or facilities. Without limiting any of County’s other setoff rights in this

Contract, County has the right to set-off those costs and/or damages from any amounts due and owing Contractor.

- 13.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any loss or damage to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 13.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with any federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 13.8. **Discrimination.** Contractor, and its subcontractors under this Contract, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
- 13.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall disclose to the County the identity of all Contractor Employees and all Family Members of Contractor Employees who: a) are employed by the County on the date the Contract is executed; and b) become employed by the County during the term of the Contract. Contractor shall also disclose to the County the identity of all County Agents and all Family Members of County Agents who: a) are employed by Contractor on the date the Contract is executed; and b) become employed by Contractor during the term of the Contract. For the purposes of this section, "Family Member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption, marriage, or law.
- 13.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.
- 13.11. **Audit.** The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and

to interview any Contractor Employee during the term of this Contract and for a period of three years after final payment. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.

13.12. **Assignments/Delegations/Subcontracts.**

13.12.1. **Prior Written Consent Required.** Except by operation of law and except for a merger or acquisition of Contractor by a company that will assume all obligations under this Contract, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. If applicable, the County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.

13.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the relevant terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.

13.12.3. **Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.

13.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.

- 13.12.5. **Reseller Responsibility.** If Contractor is reselling Deliverables to the County for another entity (the other entity is referred to as the “Supplier”), then in addition to and without limiting any of Contractor’s other obligations or responsibilities under this Contract, Contractor shall be: (i) responsible for and ensure that the Supplier complies with all terms and conditions in this Contract; (ii) responsible and liable for the performance of this Contract, including the Deliverables, regardless if all or part of the Deliverables are performed by the Supplier; and (iii) liable and responsible for all Claims (as defined in the Contract) brought against the County, which are alleged to have been caused by the acts or omissions of Supplier that concern or relate to this Contract, including the Deliverables.
- 13.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor’s right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as expressly stated in this Contract, the County does not promise or guarantee Contractor or any Contractor Employee any fixed or certain number of orders, purchases, sales, work, or Deliverables.
- 13.14. **No Third-Party Beneficiaries.** Except as expressly provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties’ right in this Contract, or any other right in favor of any other person or entity.
- 13.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Definitions, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** Contractor’s Warranties and Assurances, **Section 7.** Liability, **Section 8.** Insurance and Bond Requirements, **Section 9.** Intellectual Property, **Section 10.** Confidential Information, **Section 11.** County Data, **Section 13.** General Terms and Conditions; and if incorporated into this Contract, Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements), Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information) and Exhibit IV: Requirements for Contractors with Access to CJIS Data (Criminal Justice Information Security).
- 13.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.

- 13.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, executive orders, insurance policy requirements, and requirements applicable to its activities under this Contract. Contractor shall comply with all applicable laws and regulations related to the import, export, re-export, transfer, shipping, sale, re-sale, and/or use of goods, services, information, data, and equipment involving or related to this Contract.
- 13.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) strikes, lockouts, work stoppages, or other labor difficulties; or (g) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.
- 13.18. **Notices.**
- 13.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a written response or receipt of confirmation, if sent by e-mail or fax.
- 13.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.
- 13.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.
- 13.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.
- 13.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed

or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

- 13.21. **Cumulative Remedies.** A Party’s exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 13.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor’s promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 13.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.
- 13.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan’s conflict of law principles. Except as otherwise required by law or court rule, any action, complaint, lawsuit, or other legal or equitable proceeding brought to enforce, interpret, or decide any Claim, matter, provision, dispute, or issue arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper and shall be in the applicable court set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 13.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties regarding the subject matter of this Contract. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

EXHIBIT I

CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at Contractor’s expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers’ Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 for each accident, \$500,000 for a disease for each employee, and \$500,000 for a disease policy limit. Contractor must comply with the following:

1. Be a Fully Insured or State approved self-insurer;
2. Sole Proprietors must submit a signed Sole Proprietor form; or
3. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Evidence of workers’ compensation insurance is not necessary if neither Contractor nor any Contractor Employees come onsite to any County real property, land, premises, buildings, or other facilities in the performance of this Contract.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. This coverage shall be in excess of the scheduled underlying General Liability, Automobile Liability, and Employer’s Liability Insurance policies with exclusions that are not broader than those contained in the underlying policies. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages. The following supplemental coverages are required if selected (checked):

1. **Professional Liability/Errors & Omissions Insurance** (i.e., Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.

2. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.

3. **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the conditions, and/or endorsements below. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County.
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County.
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor.
4. Contractor shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property.
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees, and commissioners as additional insured where permitted by law and policy form.
6. If the Contractor's insurance policy has higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract.
8. Certificates of insurance must be provided prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements. Contractor shall provide written notice to the County within thirty (30) days if the Contractor's insurance coverage fails to meet or falls below the requirements set forth in this Exhibit.
9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT II

REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO COUNTY PII

(Personally Identifiable Information)

Exhibit III governs the requirements for Contractors with Access to Personally Identifiable Information (PII).

1. DEFINITIONS

- 1.1 **Security Breach** means the unauthorized access, acquisition, theft, or disclosure of PII in Contractor’s custody which is caused solely or contributorily (to the extent of its contribution) by Contractor’s negligence or willful misconduct.
- 1.2 **PII (Personally Identifiable Information)** means information that can be used to identify an individual, either alone or when combined with other personal or identifying information. PII includes, but is not limited to, a name, number, or other information that is used for the purpose of identifying a specific person or providing access to a person’s financial accounts, including, but not limited to, a person’s name, address, telephone number, driver’s license or state personal identification card number, social security number, place of employment, employee identification number, employer or taxpayer identification number, government passport number, health insurance identification number, mother's maiden name, demand deposit account number, savings account number, financial transaction device account number or the person's account password, any other account password in combination with sufficient information to identify and access the account, automated or electronic signature, biometrics, stock or other security certificate or account number, credit card number, vital record, or medical records or information as well as the first name or first initial and last name linked to a social security number, driver’s license or state personal identification card or financial account number in combination with a code or password that would permit access to a person’s financial account(s) and as otherwise may be defined by state or federal laws governing the unauthorized access to personal information, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts.

2. OBLIGATIONS

- 2.1 Contractor shall not use or disclose PII other than as permitted or required by this Contract or as required by law.
- 2.2 Contractor shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PII that it creates, receives, maintains, or transmits on behalf of the County.

- 2.3 Contractor shall mitigate, to the extent practicable, any harmful effect known to Contractor of the use or disclosure of PII in violation of law or this Contract.
- 2.4 If Contractor discovers a Security Breach, Contractor shall notify the County without unreasonable delay, but no later than within forty-eight (48) hours of discovery. For this purpose, “discovery” means the first day on which the Security Breach is known to Contractor. The notification to the County shall include the following: (a) describe the Security Breach in general terms; (b) describe the type of personal information that is the subject of the Security Breach; (c) identify each individual whose PII has been breached or has reasonably believed to have been breached; (d) describe in general terms, what Contractor has done to prevent additional Security Breaches; and (e) provide any other available information in Contractor or subcontractor’s possession that may be necessary to comply with Security Breach notification laws.
- 2.5 If the County determines it will provide the notice of the Security Breach to the affected individuals and/or to governmental authorities, and the Security Breach was caused solely by Contractor’s negligence, Contractor shall reimburse the County up to a maximum amount of \$1,000,000 in the aggregate for any and all costs associated with such breach , including for: (a) its costs in notifying the affected individuals; (b) the cost of third-party credit and identify monitoring services to each of the affected individuals with compromised PII for no less than twenty-four (24) months following the date of notification to each individual; and (c) costs associated with the Security Breach, including but not limited to any costs incurred by the County in investigating and resolving the Security Breach, including reasonable fees associated with such investigation and resolution. Without limiting Contractor's obligations of indemnification as described in the Contract, up to a maximum liability of \$1,000,000 in the aggregate, Contractor shall indemnify, defend, and hold harmless the County for any and all Claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the County in connection with the Security Breach. Contractor shall reimburse County for the undisputed applicable costs described above within thirty (30) days of receipt of an itemization of costs incurred by the County because of the Security Breach.
- 2.6 Within ten (10) calendar days of its discovery of the Security Breach, Contractor shall provide the County with a detailed plan describing the measures Contractor will undertake to prevent a future Security Breach. The County shall have the right to audit Contractor’s new safeguards put in place because of the Security Breach. Contractor shall use its best efforts to recreate lost County Data which was in Contractor’s custody in the manner and on the schedule set by the County without charge to the County.

EXHIBIT III
LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter “Mark”), described and listed in the Servicemark Guidelines (below), for programs and activities that are directly related to the Deliverables and governmental services provided by Oakland County.

The Mark may be used on: (Applicable if Checked):

- Printed materials
- Electronic materials
- Contractor’s website: [insert website address]

Contractor shall not use the Mark for any other purpose.






The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County’s rights in the Mark.

The County may terminate Contractor’s rights under this Exhibit, if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

Servicemark Guidelines

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

OAKLAND COUNTY, MICHIGAN SERVICEMARK BRAND STANDARDS

PRIMARY LOGO	BRAND COLORS												
<p>Oakland County has two logos that can be used interchangeably. Use the Horizontal Two Trees logo as your default choice. This is our primary logo. The Stacked Logo can be used whenever space or size is a consideration in your publication. Either logo is acceptable for all Oakland County publications.</p> <p>However, only one style of logo may be used per publication. For instance, if you have the horizontal logo on the front of a publication, you can't use the stacked logo elsewhere in the document.</p> <p>Pick one logo style for each publication and use it throughout, do not mixed styles.</p> <p>HORIZONTAL "TWO TREES" LOGO</p>  <p>STACKED LOGO</p> 	<p>The primary Oakland County logos use the following brand colors.</p> <table border="1"> <tr> <td style="background-color: #008000; color: white;">PMS 347</td> <td style="background-color: #000000; color: white;">PMS Black C</td> </tr> <tr> <td style="background-color: #008000; color: white;">CMYK 84.15.78.2</td> <td style="background-color: #000000; color: white;">CMYK 0.0.0.100</td> </tr> <tr> <td style="background-color: #008000; color: white;">RGB 0.154.102</td> <td style="background-color: #000000; color: white;">RGB 0.0.0</td> </tr> <tr> <td style="background-color: #008000; color: white;">HEX #009A66</td> <td style="background-color: #000000; color: white;">HEX #000000</td> </tr> </table> <p>Accent colors for the brand are pulled from two other major servicemarks for Oakland County. These colors may be used as secondary colors in publications.</p> <table border="1"> <tr> <td style="background-color: #0070C0; color: white;">Oakland Blue PMS 2825 CMYK 95.21.0.0 RGB 0.158.222</td> <td style="background-color: #008000; color: white;">Oakland Green</td> </tr> <tr> <td style="background-color: #FF8C00; color: white;">Oakland Orange PMS 715 CMYK 0.54.27.0 RGB 246.141.46</td> <td style="background-color: #008000; color: white;">Oakland County Parks</td> </tr> </table>	PMS 347	PMS Black C	CMYK 84.15.78.2	CMYK 0.0.0.100	RGB 0.154.102	RGB 0.0.0	HEX #009A66	HEX #000000	Oakland Blue PMS 2825 CMYK 95.21.0.0 RGB 0.158.222	Oakland Green	Oakland Orange PMS 715 CMYK 0.54.27.0 RGB 246.141.46	Oakland County Parks
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Oakland Orange PMS 715 CMYK 0.54.27.0 RGB 246.141.46	Oakland County Parks												
<p>LOGO VARIATIONS</p> <p>Logos should appear in full color when used in a full color design, whenever possible. However, if the publication requires a single color version of the logo, choose either all-black or all-white. No other color is acceptable.</p> 	<p style="background-color: #008000; color: white; text-align: center;">WHITE SPACE</p> <p>A prescribed amount of space around the logo must be maintained at all times.</p>  <p style="background-color: #008000; color: white; text-align: center;">QUESTIONS</p> <p>For questions or clarification on these brand standards, please contact:</p> <p>Department of Public Communications (248) 858-0140 dpc@oakgov.com</p> <p> Adobe Swatch Exchange The official .ase file is available upon request</p>												

Do not provide copies to a third-party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.

EXHIBIT IV

SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

1. Introduction

- 1.1. Contractor shall provide the County with a NG9-1-1 Call Handling System, realized by Contractor's product solution called APEX as set forth in the Contract ("Project"). Contractor will provide professional services to implement the APEX solution ("Solution") at 20 Locations (18 Primary PSAPs, 1 Secondary PSAP, and 1 Backup/Training Site) as further set forth in this Exhibit and the Carbyne APEX Quote which is attached to the Contract as Exhibit V ("Quote"). "PSAP" refers to a primary or secondary public safety answering point as defined in MCL 484.11029 (z) and (gg).
- 1.2. Certain portions of the Request for Proposal response provided by Carbyne in Oakland County Event # Oak-0000535 (2024) are incorporated into this Contract as Exhibit VII-1; Exhibit VII-2 and Exhibit VII-3. The Project and Professional Services shall be provided and shall operate pursuant to Exhibit IV, Exhibit V, Exhibit VI, Exhibit VII-1, Exhibit VII-2 and Exhibit VII-3. If there is a conflict or variance within this Contract and/or its exhibits, the terms of the Contract and Exhibits I through VI shall take precedence over Exhibits VII-1, VII-2 and VII-3.
- 1.3. This Exhibit serves as the guiding document for the provision of professional services in connection with the Project ("Professional Services"), detailing the specific tasks, deliverables, timelines, and resources required for completion of the Project. This Exhibit establishes the expectations and responsibilities of all parties involved to complete the Project in a timely manner. Any additional requirements in connection with the provision of Professional Services and related fees for each PSAP will be set forth in a separate agreement for the Solution and related services under this Contract, as agreed upon and fully executed between Contractor and the PSAP (each such agreement referred to as a "PSAP Agreement").
- 1.4. Carbyne will manage the Project pursuant to this Exhibit.
- 1.5. For avoidance of doubt, Carbyne products and services (such as Universe or APEX and related support services) are not included in or provided as part of the Deliverables. Any license or right to use Carbyne products are subject to the Carbyne Terms and Conditions ("Terms and Conditions") or, if applicable, the superseding written agreement signed by Carbyne and the County for such Carbyne products and services.
- 1.6. Applicable References and External Documents
 - 1.6.1. The following list of references and applicable documents serves as a reference guide that outlines the specific standards, system requirements, and contractual obligations that apply to and are made part of this Contract:
 - 1.6.1.1. Carbyne APEX System Requirements & Solution Reference ("System Requirements")
 - 1.6.1.2. Appendix - APEX Solution Diagram ("Solution Diagram")
 - 1.6.1.3. Appendix - PSAP Information

1.7. Scope of Work (SOW)

The County has engaged Carbyne to deploy and configure Carbyne APEX Solution (“APEX”) on 111 workstations for all PSAPs, which has been licensed by the County under the Quote with the goal of replacing the County’s existing on-premise Call Handling System. The key tasks, configurations, and responsibilities involved in deploying APEX are outlined herein.

Project Implementation Phases shall include the following:

1) Pre-Project Work

- Validate scope of Project
- Pre-project questionnaire
- Requirements gathering

2) Initialization & Procurement

- Project Plan
- Vendor Kickoffs
- Direct Connect Orders
- Equipment Orders
- System Design

3) Organization & Development

- Vendors coordination
- Delivery/Activation
- Direct Connect delivery/activation
- Cutover coordination defined

4) APEX, Cloud & Hardware Build

- Hardware deployment & configuration
- APEX instance
- Routing policies
- Control Center build
- Endpoint Security
- Domain management
- Logging and alerting
- Instance customization
- End-to-end testing
- Failover testing

5) Cutover & Project Closure

- On-site and self-paced training
- Execute plan for emergency calls
- Execute plan for non-emergency calls

Handover County Servicing to Carbyne's Customer Success and Support team

1.8. Contractor shall (subject to the County and/or the applicable PSAP meeting the System Requirements and any other requirements under this Exhibit):

- 1.8.1. Implement the Solution and provide the Deliverables described herein.
- 1.8.2. Provide professional project management, planning documentation (schedule, transition, integration, testplans, etc.), and weekly status reports throughout the deployment of the Solution.
- 1.8.3. Integrate the Solution with County's existing Data and Computer systems as appropriate (i3 implementation with the County's ESInet operated by Peninsula Fiber Network (PFN) and Indigital, CLEMIS CAD, Recorders, Rapid SOS, mapping, TEXTY, Admin lines, and Okta SSO).
- 1.8.4. Provide onsite training to each PSAP prior to their cutover.
- 1.8.5. Implement the Solution at a PSAP within 365 days after the applicable PSAP Agreement is executed.
- 1.8.6. Provide the County with a Disaster Recovery Plan, NOC/SOC COOP, MIS reports, Change Control process, APEX manuals/guides, as-built diagrams, Support and escalation processes, as applicable to the Solution.
- 1.8.7. Provide the County with access to support portals/dashboards showing various items like support tickets, network status and health, monitoring activity, and alarms.
- 1.8.8. Conduct an agreed upon functional and failover test for each PSAP prior to go-live.

1.8.9. Deliverables

The Deliverables are as set forth in this Exhibit.

Completion of the following Deliverables is deemed completion of all Professional Services defined under this in this Contract, when:

- 1.8.9.1. Carbyne has completed the project management requirements and documentation deliverables in this document.
- 1.8.9.2. Carbyne has completed the network design, configuration, routing, security implementation, testing, and installation of all network circuits to all Oakland County data centers or PSAPs specified on the Quote.
- 1.8.9.3. Carbyne has completed installation of all APEX workstations listed in the Quote, or lesser amount if agreed by the County at the time of Cutover, this may include PC, Monitors, mice, keyboards, keypads, light poles, wall displays and audio I/O connections associated with the APEX platform, as set forth in the Quote.
- 1.8.9.4. Carbyne has completed the cloud environment build and configuration for each PSAP's unique feature-set and integrations (Okta, CAD, Recorders, ECaTS, admin lines, RapidSOS, TEXTY (SMS) text-to-911, audio/STM radio headset integration, optional APEX features, etc.).
- 1.8.9.5. Carbyne has completed functional and failover testing of each PSAP as well as training and cutover of each PSAP to the Carbyne APEX solution.

- 1.8.9.6. Carbyne has provided instructions for installing APEX software on future laptops for remote Call Taking access, if required by the scope of this Exhibit.
- 1.8.9.7. Carbyne has provided access to the Carbyne Control Center, and provisioned at least one (1) user with a County Administrative role per PSAP.
- 1.8.9.8. APEX's current User Manual and Release Notes have been provided to the County, including access to Carbyne's Support Portal.
- 1.8.9.9. Carbyne Technical Support Team has configured and activated remote monitoring and reporting system alarms for APEX.

2. SOLUTION FEATURES

2.1. The Solution (including any reports generated by the Solution) provided by Contractor is as described in the then-current applicable standard documentation (such as the product sheet and/or user guide) made available to the County. The Solution architecture under this Exhibit will support the capacity to accommodate up to 50% call volume growth.

2.2. Contractor will use commercially reasonable efforts to integrate the Solution with the following County Systems:

- 2.2.1. RapidSOS AML and map integration
- 2.2.2. What3words integration (currently provided via RapidSOS)
- 2.2.3. ECATS formatted data spill provided at the Southfield data center from the CHE to the InDigital Logix application
- 2.2.4. CLEMIS CAD integration via standard NENA-STA-027.3-2018 interface
- 2.2.5. Okta SSO integration via standard SAML 2.0 interface
- 2.2.6. InDigital Text to 9-1-1 integration (TEXTY)
- 2.2.7. PSAP Admin lines
- 2.2.8. PFN ESInet with InDigital NGCS i3 interface integration
- 2.2.9. Recording integration for each PSAP's local recording system

2.3. Single Sign-On.

- 2.3.1. Contractor will implement authentication using Federated Services as designated by County's Identity and Access Management (IAM) solution (e.g., SAML or 3rd party cloud authentication)
 - 2.3.1.1. Okta SSO integration via standard SAML 2.0 interface

3. SOLUTION IMPLEMENTATION

3.1. Contractor, with the County's and/or PSAP's cooperation and assistance, shall use the steps

described below, as applicable, to implement the Solution. County acknowledges that the timely provision of and access to the County’s or the applicable PSAP’s systems, equipment, assistance, cooperation, complete and accurate information and data are essential to performance of the Professional Services under this Contract and Contractor’s performance and implementation at each PSAP is dependent on such cooperation from the County and/or the applicable PSAP. This may also include providing appropriate contacts and facilitating discussions with any third-party vendor or subcontractor the County or applicable PSAP has engaged, whose services are required to integrate or connect with the Solution or are required for Contractor to provide the Solution to the County or applicable PSAP. Contractor is not responsible for any fees charged by the County’s or a PSAP’s third-party vendor or subcontractor. Contractor will use best efforts to integrate the interfaces specified in this Exhibit with the Solution. If the County or a PSAP is unable to or fail to timely perform its obligations under this Contract or to provide the required cooperation under this Exhibit, Contractor is not responsible for any dependent obligations to the extent of such delay.

3.2. Initial Planning

3.2.1. Project Kickoff and Testing Scope Review

3.2.1.1. A Kickoff meeting shall be held with an agenda containing at a minimum, the following items for discussion:

- 3.2.1.1.1.** Identify points of contact for technical and administrative activity. Including email, mobile telephone, as well as after-hours contact guidelines. Contractor will use this information to create the Project Communications Plan.
- 3.2.1.1.2.** Introduce individuals from County and Contractor who will be performing the work and reviewing their roles and responsibilities.
- 3.2.1.1.3.** Review a draft implementation Project Plan provided by Contractor.
- 3.2.1.1.4.** Review this Scope of Deliverables Exhibit.
- 3.2.1.1.5.** Discuss a tentative timeline for the project, including possible start dates and time to completion.
- 3.2.1.1.6.** Identify the information transfer process for data that should remain restricted or confidential.
- 3.2.1.1.7.** County and Contractor will refine detailed project plans, schedules, deployment, and training strategies, and begin to refine the full project planning.
- 3.2.1.1.8.** The Project Kick Off Meeting will define any critical business schedule or deployment considerations that might impact the project’s timeline.
- 3.2.1.1.9.** If it is discovered during the kick-off meeting that modifications to the testing are required, the Parties will review the Scope of Deliverables and make agreed upon changes through an amendment to the Contract.

3.2.2. Information Gathering

3.2.2.1. Contractor will communicate with County to obtain all necessary information to successfully implement the Solution. The Information Gathering Phase will define the functional and technical requirements for implementation of the project. This may include identifying:

- 3.2.2.1.1. The number of workstations and each PSAP's unique (optional) features they've chosen to purchase.
- 3.2.2.1.2. Additional integrations required with other systems operated by each PSAP within the County, including which data must be integrated into the Solution. Any additional integrations may be subject to additional fees.
- 3.2.2.1.3. The types and requirements for implementation status reports required by County.
- 3.2.2.1.4. The technical support that will be available during Solution set-up through post-implementation.
- 3.2.2.1.5. Potential dates for training, the number of County staff to train and County location that will be used for training.

3.2.3. Professional Services Documents

- 3.2.3.1. Contractor shall provide County with the following information in connection with the Professional Services under this Exhibit:
 - 3.2.3.1.1. A **Detailed Project Plan** including activities, tasks, and milestones including the date the Solution will go live and tasks assigned to individuals that will be used to build a project implementation schedule. The Detailed Project Plan will be used by County to build a Master Project Schedule with dates and deliverables. The Detailed Project plan will be maintained and updated by Contractor on a continuous basis and provided to County to update the Master Project Schedule.
 - 3.2.3.1.2. A **Network Design Document** reflecting the logical system as a whole, including network, providers, facilities, and equipment. Contractor shall review with County.
 - 3.2.3.1.3. A project **Communications Plan** that will be used by County and Contractor during the term of the Contract.
 - 3.2.3.1.4. A list of **Specifications**, which, at a minimum, include the hardware specifications, the required licensed software and browser settings.
 - 3.2.3.1.5. **Project Management Reports** at agreed upon intervals (e.g., weekly) that summarize the work completed by Contractor. These reports will be used to measure the efficiency, progress, performance, and quality of the Solution.
 - 3.2.3.1.6. The **Minutes** from the Project Management Meetings will be provided in an agreed upon format for the life cycle of the project.
 - 3.2.3.1.7. A **User Acceptance Test Plan** specific for each PSAP's unique environment. The Test Plan verifies APEX feature functionality and 3rd party system integrations are working as expected. Successful execution of the Test Plan indicates the PSAP is ready for cutover to the live APEX system.
 - 3.2.3.1.8. A **User Training and Transition Plan** on how to train end-users and administrators as well as a plan to transition to County.
 - 3.2.3.1.9. A draft of the **Closeout Notification** email that will contain a summary of the Deliverables provided by Contractor to County for final acceptance of the

Solution. Final system acceptance does not occur until all PSAPs have successfully been cutover to the APEX system and any/all Priority 1 and 2 faults have been resolved.

- 3.2.3.1.10. Contractor will conduct interviews with internal County staff and will ensure that any security gaps are detected and documented.
- 3.2.3.1.11. Contractor will deliver detailed **As-Built** solution documentation for each PSAP within 30 days of each PSAP's cutover. The documentation shall include network and equipment information (network paths, network providers, BGP information, routers/switches/firewalls, equipment diversity, etc.), as well as configured parameters (implemented design).
- 3.2.3.2. After County receives each of the Deliverables, County shall have ten (10) business days to review the Deliverable and notify Contractor if it is acceptable. If the Deliverables requires modifications, County shall provide Contractor with a written list of the sections in the Deliverables that need to be modified. Upon receipt of the revised Deliverables, County shall have ten (10) business days to review the Deliverables and notify Contractor if the Deliverables are acceptable. Deliverables are deemed accepted if no notification is provided within such period. This process will continue until each individual Deliverable is deemed accepted in accordance with this subsection 3.2.3.2.

3.3. Installation and Configuration

3.3.1. Contractor shall:

- 3.3.1.1. Install networking equipment and configure the connectivity at Oakland County's identified datacenters and PSAPs (including network patch cabling, if necessary) in accordance with this Exhibit.
- 3.3.1.2. Install and configure all equipment and workstations required at each PSAP (including network patch cabling, if necessary), as set forth in the Quote.
- 3.3.1.3. Install and configure the AWS APEX environment for each PSAP in accordance with this Exhibit.
- 3.3.1.4. Install and configure the external system integrations mentioned in section 2.2 that are unique to each PSAP.
- 3.3.1.5. Install and configure network security measures for each PSAP (detection, prevention, authentication, etc.) in accordance with this Exhibit.
- 3.3.1.6. Test the installed Solution and applications for functionality, resiliency and failover, as necessary, in accordance with this Exhibit.
- 3.3.1.7. Install/configure/provision all users, roles, queues, and optional features requested by each PSAP.

3.4. Implementation

3.4.1. Contractor shall:

- 3.4.1.1. Provide County with the reports it requests (see section 2.2) and verify the

reports provide the information expected in the reports.

- 3.4.1.2. Work with County staff to determine if customized reports are needed to provide County the reporting information it requires. If so, Contractor shall develop the customized reports or configure a preset report to provide the needed information.
- 3.4.1.3. Provide County with Quick reference sheets for main functions of the Solution.
- 3.4.1.4. Provide County with reference guides that explain the features and functions of the Solution, and basic administration guides for things Oakland IT staff may perform.
- 3.4.1.5. Provide County with documentation related to post-cutover operations and support (such as contact lists, escalation processes, support/ticketing process, etc.)
- 3.4.1.6. Provide County with a Training environment that will also be used for Quality Assurance (QA) environment for User Acceptance and training and a backup production environment.

3.5. Training

- 3.5.1. Contractor shall:
 - 3.5.1.1. Provide County with a Training Plan that includes role-based approach to educating users of Contractor's system (telecommunicator, supervisor, director, administrator).
 - 3.5.1.2. Provide onsite Training to all identified PSAP staff which will take place between 8:00 am to 8:00 pm Eastern time.
 - 3.5.1.3. Training shall cover functions and features of the Solution, including access/retrieval of reports, and basic systems administration.
 - 3.5.1.4. Training materials shall be provided in Adobe PDF, MSWord format and any other format as agreed upon between County and Contractor. The training materials will be updated by Contractor to include any changes made to the Solution specific to County, if applicable.

3.6. User Acceptance Testing

- 3.6.1. Contractor shall provide the following as part of the Carbyne Acceptance and Readiness Test ("CART") of the Solution:
 - 3.6.1.1. Meet with County to review the status of the Solution Implementation and review the User Acceptance Test Plans for each PSAP.
 - 3.6.1.2. Have a way to demonstrate the desired functionality of each PSAP, including seamless failover from one system/connection to another, the display of critical data, and successful integration with 3rd party systems.
 - 3.6.1.3. The Test Plans shall include both failover and functionality tests. Failover shall account for things such as network device failures (routers/switches/firewalls) and loss of network connectivity. Functionality testing shall include all features and integrations of the Solution.
 - 3.6.1.4. Test Plans shall include the test procedures, expected system performance, and the output or results that should be received if the applications and integrations are functioning properly.

- 3.6.1.5. The final User Acceptance Test Plans may also be based on each PSAP’s unique requirements as mutually agreed upon in the applicable PSAP Appendix and shall be approved by County in advance of execution.
- 3.6.1.6. Provide User Acceptance Testing Results for each PSAP. The test results demonstrate to County that the configurations were implemented correctly and that the Solution’s modules are functioning and performing properly to meet the functional requirements in the Hosted cloud environment in accordance with this Exhibit and will indicate if there are any outstanding issues that need to be resolved.
- 3.6.1.7. Resolve all Priority 1, 2, and 3 failures that result from User Acceptance Testing and demonstrate successful execution of the test plan once resolved. P4 issues are considered to be minor issues where an acceptable workaround exists or the impact is low and thus should not prevent PSAP cutovers to the live environment.

3.7. Deployment

3.7.1. Contractor shall:

- 3.7.1.1. Provide technical and project management onsite support to each PSAP during their cutover to the live Solution.
- 3.7.1.2. Ensure functionality of all workstations and successful integration with all identified County systems at each PSAP during their cutover to the live Solution.
- 3.7.1.3. Work closely with PSAP staff immediately after cutover to verify all functionality that was tested during User Acceptance Testing is still operating as expected, as described in the Support Terms.
- 3.7.1.4. Provide a means for PSAP staff to easily report problems for investigation during cutovers.
- 3.7.1.5. Support the rollback of any cutovers performed, if deemed necessary by County and PSAP staff, provided that the County or applicable PSAP remains responsible for fees due and payable from the subscription start date in accordance with the Quote and/or the applicable PSAP Appendix.
- 3.7.1.6. Monitor the users of the Solution during each PSAP cutover for Solution availability.
- 3.7.1.7. Monitor the issues reported by County during the deployment.
- 3.7.1.8. Have conference calls with County as necessary to resolve outstanding issues during the deployment.

3.8. Integration Framework and Testing Contractor shall migrate speed dial and phone contact information to the Solution from the legacy databases prior to the Go-live date. County shall review the data to ensure it migrated accurately. Contractor shall run test reports to verify if the data from the legacy databases is migrating correctly.

3.9. Responsibilities and Assumptions

The Professional Services and Deliverables described in this Contract is based on the outcomes of the APEX Pre Sales Questionnaire (“PSQ”), which have been discussed and reviewed with the

County. As part of this review, the Gap Analysis has been developed using the Carbyne APEX System Requirements as a base reference, and Carbyne planning and deployment is based on the items specified in the Gap Analysis.

Carbyne’s performance may be delayed or impaired if the assumptions and the County’s requirements in this Contract are not met. Carbyne reserves the right to modify and/or update the scope of Professional Services in this Exhibit if any inconsistencies or gaps are discovered during the course of providing the Professional Services. Any deviation from these requirements and assumptions or any delay in meeting these requirements and assumptions may cause changes or delays to the Project schedule, additional fees and expenses, tasks, and the level of effort required to perform the Professional Services covered by this Exhibit. The County shall take such action as deemed reasonably necessary by Carbyne to enable Carbyne to provide the Professional Services.

The actual start date for the Professional Services shall be no later than ninety (90) days from the date of signature of this Contract and will be mutually agreed upon between Carbyne and the County in writing.

The County and Carbyne are jointly required to limit changes to the technical environment and affected systems during the implementation to avoid re-work and delay to the provision of Professional Services under this Contract. Any planned changes or upgrades to source systems must be communicated in advance.

Any estimated delivery timelines for network connectivity are the responsibility of the applicable ESInet Provider; Carbyne is not responsible for determining these timelines.

On-site activities will be performed at the County’s locations listed in the Project Location(s) table in Appendix A.

Professional Service items not specified in this Contract are considered out of scope, and, if agreed between the parties, can be addressed with a change order/amendment to the Contract.

The County acknowledges and confirms that all necessary hardware, software, facility conditions and resources the County procures or provides is in accordance with Carbyne APEX System Requirements.

All Professional Services are provided during business days. All reference to business days will mean an eight-hour workday and excludes Saturday, Sunday, or public holiday in the relevant territory, unless otherwise agreed in writing.

The following sets forth the scope of Professional Services, and identifies which party is responsible for fulfilling the applicable task:

Project Initiation & Management		
Task	County	Carbyne
Responsible for providing contact information for all assigned Project resources as listed in the County Project Contacts table in the Appendix A.	X	
Schedule Project Kickoff Meeting with the County and Carbyne.		X
Attend Project Kickoff Meeting and recurring meetings.	X	X
Coordinate recurring meetings, capture meeting notes, and manage the risk register to track ongoing issues or risks to the Project under this Exhibit.		X
Review project scope and configurations that will be provided and reviewed during the kickoff and design phases.	X	X
Communicate all applicable policies and procedures, e.g., screening, training, security, safety, conduct, etc., which relate to on-site visits in advance of the commencement of Services by Carbyne.	X	
Provide reasonable access to the necessary County facilities, and a suitable workspace for all Carbyne Project team members when working at the County's site when necessary. The suitable workspace includes, but is not limited to desks, telephones, access to the system, and meeting rooms.	X	
Ensure all site readiness activities identified by Carbyne are completed at least four (4) weeks prior, or at a mutually agreeable time period between Carbyne and the County, to Carbyne APEX Readiness Testing (CART). This includes addressing all required hardware, software, network components, environment items, etc.	X	
Review outstanding action items and risks during recurring Project meetings.	X	X
Review, accept, and resolve the items identified and provided in the Gap Analysis.	X	
Responsible for the management and responsiveness of any third-party vendor and/or subcontractor engaged by the County, to whom may directly or indirectly be associated with or provide services to the County, that interacts, connects with or otherwise required for Carbyne to provide the APEX solution.	X	

Provide all contact information for third-party vendors with whom Carbyne shall work.	X	
Provide a floor plan of each location.	X	
Provide RapidSOS credentials, if applicable.	X	
Connectivity & Infrastructure		
Task	County	Carbyne
Install all required ethernet and/or fixed power cabling throughout the premises, including back and front rooms.	X	
Install and provision dual / diverse PFN ESnet circuits from closest PFN POP to local County PSAP premises.	X	
Install and provision dual / diverse network connections from PFN Southfield and PFN Kentwood locations to Carbyne Dallas and Carbyne Ashburn locations for AWS GovCloud U.S. Direct Connect (DX).		X
Activate and configure SIP trunking for admin outbound dialing/calling, if applicable.		X
Activate and configure SIP trunking for admin/non-emergency inbound calling, if applicable.		X
Provide rack space and power at each PSAP for Carbyne Managed Network Equipment.	X	
Provide IP access Internet circuit(s) to be provisioned and delivered to the County site(s), if applicable, according to the specifications, ownership and site addresses detailed in the PSAP Connectivity section of the Appendix A. Services shall have one (1) static IP per circuit, and shall be terminated to the Carbyne Managed Network Equipment.	X	
Provide DNS services from at least three (3) sources, accessible via the PSAP Connectivity Infrastructure, and available to the APEX workstations. At least two (2) shall be hosted within Carbyne Cloud Infrastructure.		X

Provide secured network access to APEX via the Carbyne Managed Network Equipment, providing access only for Carbyne approved applications. Third-party applications or services outside of this Contract requiring network access will be blocked.		X
Responsible for LAN infrastructure, including core routing and switching, in its entirety, including provisioning, configuration, and maintenance.		X
Third-Party Integrations		
Task	County	Carbyne
Manage and coordinate third-party vendors to ensure integration certification and readiness for testing.	X	
Responsible for ensuring all third-party systems are meeting the requirements listed in the Carbyne APEX System Requirements.	X	
Provide integrations as listed in the APEX Solution - Integrations table in the Appendix A.		X
Implementation & Cutover		
Task	County	Carbyne
Build County instance of APEX according to the information contained in the APEX Solution section of the Appendix A.		X
Procure all equipment and services as detailed in the Quote, and for which Carbyne is responsible for procuring and installing under this Contract.		X
Procure and install all the necessary workstation hardware and software which are required to implement APEX and not detailed in the Quote. For example, this may include desk, chair, monitor mount, power outlet, network outlet, etc.	X	
Configure Genovation Keypads based on Carbyne provided shortcut key list		X

Install APEX on workstations (including laptops) at the County Site, up to the total quantity of APEX licenses listed in the Quote, including any audio I/O connections associated with the APEX platform.		X
Install VPN connectivity on APEX laptop(s), if applicable.		X
Configure and provide Text to 9-1-1 via County-procured TCC/Carrier, if applicable.		X
Responsible for deploying the software environment, including Microsoft Windows OS, workstation authentication, security lockdowns, endpoint security, IP addresses.		X
Schedule and communicate appropriate maintenance windows for installation activities.	X	
Perform all Quality Assurance (QA) internal testing of deployment under this Contract.		X
Perform Carbyne Acceptance and Readiness Test (CART).		X
Perform Network CART.		X
Create and finalize the Cutover Plan.		X
Review the Cutover plan with County's third-party vendors in preparation for Cutover.	X	X
Provide access to the Carbyne Control Center, and provision access to a County Administrative role to allow for Event History access and APEX base configuration management.		X
Perform the Cutover plan with the County, including liaising where required with County's third-party vendors and network providers.	X	X
Provide documentation to County of APEX 'as-installed' solution, which includes the Call routing flow chart, Network Topology, and Server Room rack diagrams.		X
Training		
Task	County	Carbyne

Formulate and present a Carbyne Training Plan.		X
Mutually agree upon a final Carbyne Training Plan.	X	X
Provide Student Roster template.		X
Complete and update the Student Roster template which includes students username, email, and role within the Agency.	X	
Provide online training of APEX via Carbyne Learning Management System (LMS).		X
Ensure all students complete LMS training prior to on-site skills check.	X	
Ensure on-site training facility readiness according to specifications in the Carbyne Training Plan.	X	
Identify and schedule training class attendees and facilities to accommodate attendance by all users in connection with all on-site activities and training.	X	
Complete the on-site skills check-off.		X
Provide and coordinate on-site training on applicable features and functionality of APEX, including a skills check-off with each user, as detailed in the Carbyne Training Plan, and according to the attendance agreed in the Quote.		X
Ensure users attend the specified on-site training sessions.	X	
Close Out		
Task	County	Carbyne
Complete formal Project handover to County Success Manager and Technical Support teams.		X
Create Zendesk Organization.		X

Provide APEX’s current User Manual and Release Notes to the County, including access to Carbyne’s Support Portal.		X
Configure remote monitoring and reporting system alarms for APEX.		X
Responsible for providing and managing a spare parts inventory to cover workstations and network equipment replacement, including all hardware warranties and SLAs.		X
Responsible for all post-cutover tier 1 support.		X

3.10. Change Order/Amendment Process

Both parties recognize that the County may wish to implement changes to the Professional Services /Deliverables provided under this Contract. In the event of a change request from the County, Carbyne shall prepare a written request specifying the change(s) to the Professional Services (“Change Order”), including the impact that the change(s) shall have on the provision of the Professional Services and the pricing. Both parties shall review the impact and determine approval or disapproval of the Change Order.

If an approved Change Order causes an increase or decrease in the charges for the Professional Services, the new rate shall become effective in accordance with the fully executed Change Order. Any one-time, non-recurring charges to implement an approved change shall be defined in the Change Order.

Approval of the Change Order shall be confirmed by the signatures of authorized representatives of both parties. Upon approval, the Change Order shall be subject to the terms and conditions of this Contract. No change to the Professional Services shall be implemented until both parties have executed the Change Order.

4. ROLES AND RESPONSIBILITIES

4.1. Contractor Responsibilities

- 4.1.1. Contractor will be responsible for providing the services and deliverables outlined in this document.
- 4.1.2. Contractor shall have appropriate staff available during conference calls.

4.2. County Responsibilities – County shall:

- 4.2.1. Have County personnel available during regular business hours to assist in the Solution implementation.

- 4.2.2. Ensure that the computers and tablets and any other equipment meet the minimum hardware specifications and have the necessary software installed.
- 4.2.3. Ensure that the computers and tablets and other equipment are properly licensed, and the browsers are properly configured.
- 4.2.4. Ensure that any ancillary access devices such as signature pads, printers and Wi-Fi cameras are configured.

4.3. SERVICE LEVEL COMMITMENT & SUPPORT

Contractor will provide support in accordance with its then current Support Terms and Service Level Agreement (“Support Terms”). The current version of the Support Terms are attached to this Exhibit V.

4.4. Fees

Fees and invoicing for Professional Services under this Contract are as specified in the Quote and/or the applicable PSAP Agreement.

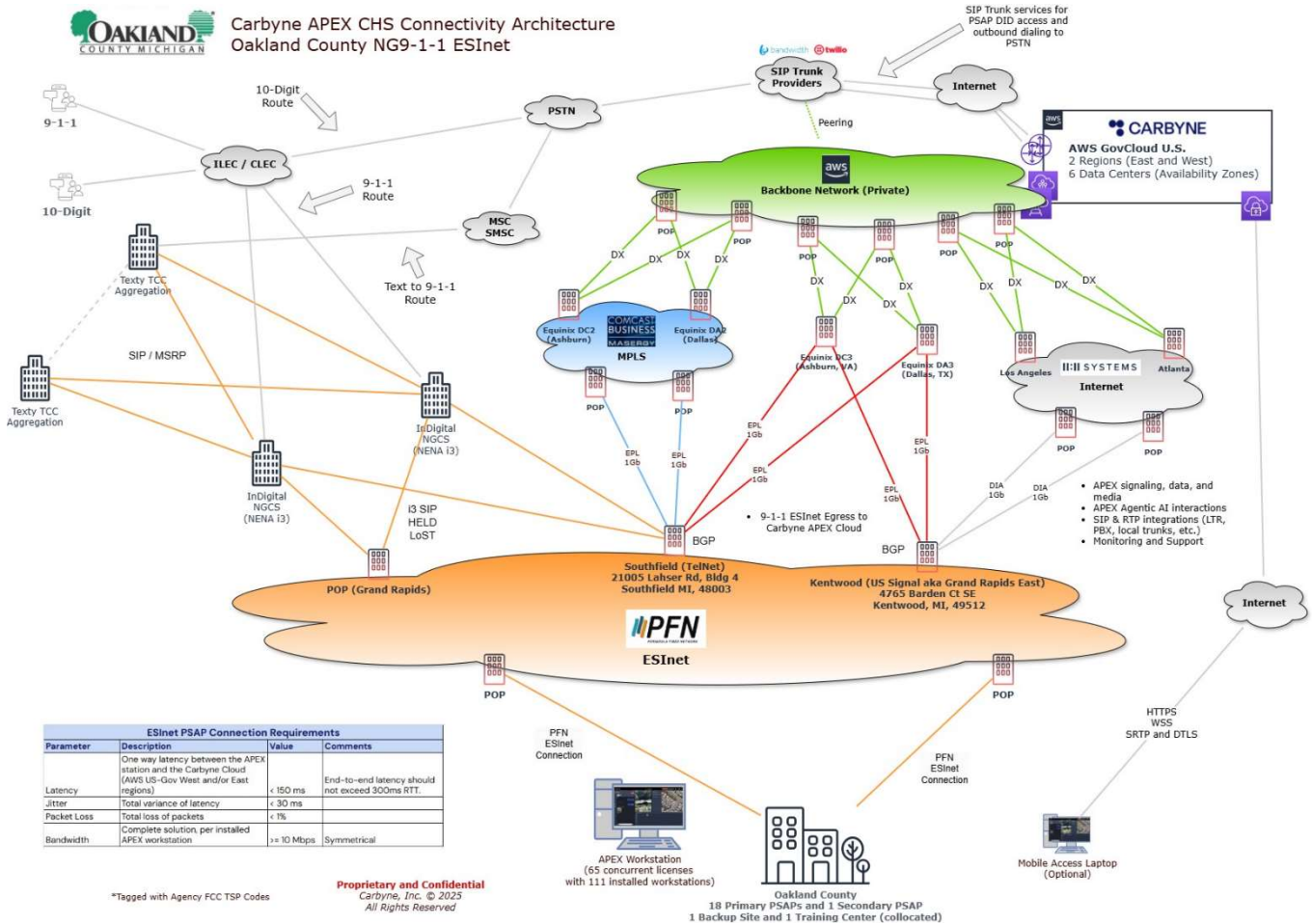
5. Additional Terms

5.1. The County acknowledges and agrees that except for any of the County’s or the applicable PSAP’s Confidential Information or materials, title to all portions of the Professional Services, Deliverables, Pre-Existing materials, and all Intellectual Property rights therein, including all derivative works and any enhancements, improvements or extensions conceived or developed during the Professional Services, are and remain owned by and vested in Contractor or Contractor’s licensors. “Pre-Existing Materials” means any intellectual property, made, created, and/or reduced to practice (including all documents and materials provided by Contractor (or any of its subcontractors) relating to the Professional Services) which existed prior to the effective date of the Contract.

5.2. Subject to Contractor’s receipt of full and final payment for the Professional Services, Contractor grants to the County or the applicable PSAP a non-exclusive, non-transferable, irrevocable (unless Contractor terminates the Contract for uncured material breach), non-distributable/resaleable, non-sublicensable license for the County or the applicable PSAP to use any Deliverables and Pre-Existing Materials provided by Contractor under this Contract for the County or the applicable PSAP’s internal business purposes.

5.3. The County acknowledges that Contractor provides similar Professional Services to other third parties and Contractor shall continue to be free to perform similar services for its other customers using Contractor’s general knowledge, skills, tools, routines, algorithms, programs and experience.

6. APPENDIX - APEX SOLUTION DIAGRAM



7. APPENDIX - PSAP INFORMATION

PSAP Name	Required Locations, Concurrent, and Installed Positions				PFN ESInet Minimum Required Network Bandwidth (Mbps)	Call Volume (Annual)		Training		
	Street Address	Concurrent	Desktop	Laptop		Installed	9-1-1 Calls	non-9-1-1 Calls	# of staff for CHE operator Training	# of staff for CHE Administrat or Training
Oakland Co Sheriff	1200 N Telegraph Rd, Pontiac, MI, 48341	11	22	0	22	220	200,364	316,471	95	20
Southfield	26000 Evergreen Rd, Southfield, MI, 48076	4	8	1	9	90	71,600	91,500	12	5
Royal Oak	450 E 11 Mile, Royal Oak, MI	5	6	0	6	60	20,782	49,438	12	3
Troy	500 W Big Beaver, Troy, MI, 48084	4	7	2	9	90	11,000	40,000	22	9
Pontiac (Backup)	110 E Pike, Pontiac, MI, 48342	0	5	0	5	50	0	0		
Farmington Hills	31655 W Eleven Mile Rd	4	6	6	12	120	36,000	65,000	19	5
Novi	45125 Ten Mile Rd, Novi, MI, 48375	3	5	0	5	50	48,000	46,000	14	5
Waterford	5150 Civic Ctr Dr, Waterford, MI, 48329	5	5	0	5	50	28,233	43,044	9	3
West Bloomfield	4530 Walnut Lake Rd., West Bloomfield, MI, 48323	4	5	0	5	50	22,609	56,182	11	5
Bloomfield Township	4200 Telegraph Rd, Bloomfield Hills, MI, 48302	3	4	2	6	60	13,100	40,045	13	1
Berkley	2395 W Twelve Mile Rd, Berkley, MI, 48072	3	3	0	3	30	7,718	22,352	10	1
Birmingham	151 Martin St, Birmingham, MI, 48009	3	3	1	4	40	7,000	30,000	17	2
Ferndale	310 E Nine Mile, Ferndale, MI, 48220	3	3	0	3	30	12,290	25,257	18	3
Madison Heights	280 W Thirteen Mile, Madison Heights, MI, 48071	3	3	0	3	30	18,268	26,631	10	3
Bloomfield Hills	45 E Long Lake Rd	1	2	0	2	20	3,000	15,000	8	3
Hazel Park	111 E Nine Mile Rd, Hazel Park, MI, 48030	2	2	0	2	20	8,687	23,864	9	3
Oak Park	13800 Oak Park Blvd, Oak Park, MI, 48237	2	2	0	2	20	16,621	20,611	2	3
Oakland University	201 Meadow Brook Rd, Rochester, MI, 48309	1	2	1	3	30	0	11,005	5	2
Rochester	400 Sixth St, Rochester, MI, 48307	2	2	0	2	20	6,146	23,401	9	5
White Lake	10911 Elizabeth Lake Rd. White Lake, MI 48386	2	3	0	3	30	8,000	21,350	6	1
Training (Colocated with Backup)	110 E Pike, Pontiac, MI, 48342	0	0	0	0	0				
		65	98	13	111		539,418	967,151		
							Total Annual Calls	1,506,569		

PSAP Name	Admin PBX			CAD Integration	Media Recorder Integration		Notes
	Local System or External	Provider	# and types of lines (SIP, PRI, analog, ringdown, third party)	Current CAD Solution	Current Call Recording Solution	Recorder Specifications	
Oakland Co Sheriff	External	Mitel and CISCO	40 lines ported to AT&T and delivered via IP Flex	CLEMIS	Equature	Equature 1.76, Viewpoint 1.75.2	
Southfield	Local	Cisco	SIP system, TIG for outbound dialing only, 4 POTS, 5 ringdown	CLEMIS	Equature	Equature 7.6, Viewpoint 1	Customer-provided laptop workstation
Royal Oak	Local Mitel	123.Net	6 SIP Trunks/30 analog PRI trunks	CLEMIS	Equature	Equature 1.75.2	
Troy	Local	TelNet/Avaya	5 Analog, 10 SIP	CLEMIS	NICE	WSI-Nice Version 10.1.2.172 - UP3	
Pontiac (Backup)				CLEMIS	Equature	Equature 1.76, Viewpoint 1.75.2	
Farmington Hills	Mitel MiVoice Connect PBX	AT&T	With a PRI we just have capacity for the system as a whole without dedicating a certain number of lines for specific telephone numbers. Technically 46 call paths	CLEMIS	Equature	Equature 1.75, Viewpoint 1.75.2	
Novi	Local	CBTS	17 Lines	CLEMIS	Equature	Equature 1.76.01, Viewpoint 1.75.2	
Waterford	Local - virtual server backed by CX controller	Mitel MiVoice Business release 10.0 SP1	PRI, SIP connection to 911 CHE	CLEMIS	Equature	Equature U expandable chassis LD1609 16-port analog recording cardEQV01 Voice/VOIP license per device, EQAN1 data feed	
West Bloomfield	AT&T		4 lines	CLEMIS	Equature	Equature Viewpoint 1	
Bloomfield Township	IP Office	Clear Rate	SIP	CLEMIS	NICE	WSI-Nice Version 10.1.2.172 - UP3	Customer-provided laptop workstation
Berkley	Local	CBTS	SIP-5 for Berkley, 2 for Huntington Woods, 1 for Pleasant Ridge; SIPs converted to PRI	CLEMIS	Equature	Equature version 1750	
Birmingham	Local	Mitel 3300		CLEMIS	Equature	Equature 7.6, Viewpoint 2	
Ferndale	Local PBX	3CX/AT&T	94 PBX/SIP	CLEMIS	Equature	Equatur3e 1.75, Viewpoint 1.73	
Madison Heights	Local	Telnet	5 PBX, via PRI-SIP	CLEMIS	Equature	Equature 1.76, Viewpoint 1.75.12	
Bloomfield Hills		Mitel	Admin phones not currently connected to CHE, but will consider in future 2 lines for transfers are integrated	CLEMIS	Equature	Equature 1.76	
Hazel Park	I.T.I	Clear Rate	Zultys, version 17.0.10 (4) port FXS SIP Trunk Gateway w/300 capacity. PBX ISDN PRI system w/12 call paths and a 4 port FXS Analog Gateway. 4 POTS lines for alarms, chief's private line, fax	CLEMIS	Equature	Equature 1.74.0, Viewpoint 1.73	
Oak Park	Local - Onsite PBX	AT&T	Current Configuration PRI with 1 DID - Migrating to AT&T AVPN (SIP) with 5 Trunks 1 DID	CLEMIS	Equature	Equature 1.74.03, Viewpoint 1.73.0	
Oakland University	Local	self	2 SIP trunks connected to University system	CLEMIS	Equature	Equature 4U Expandable Chassis w/16 analog and 6 SIP channels	
Rochester			5 lines	CLEMIS	Equature	Equature	
White Lake	External	NetExpress	5 SIP	CLEMIS	Equature	Equature 1.76 Viewpoint 1	
Training (Colocated with Backup)							

Bidder NOT to alter any cells and to complete all cells marked as >

Event # Oak-0000535

Appendix A- Response Template

Bidder Name	Carbyne, Inc.
Bidder Contact Information	Lori Harpring, Regional Sales Manager
Bidder agrees to the County's contract template provided as this description free and fee-based (subscription and one-time) offerings.	Yes, except as provided in Carbyne's redline revision requests
Bidder provided copy of "current" proof of insurance (acord).	Yes
Bidder to confirm will PROVIDE DOCUMENTATION OF	Yes

Number	Requirement	Response or name of attachment
1.0	Responding Bidder provides existing IT products and/or services for government on-premises solutions. Include with this description free and fee-based (subscription and one-time) offerings.	Currently, Carbyne offers cloud-native emergency call handling solutions to government entities with on-premise integrations as well as provide IT hardware and/or services.
2.0	Responding Bidder provides existing cloud-based IT products and/or services for government. Include with this description free and fee-based (subscription and one-time) offerings.	Currently, Carbyne offers cloud-native emergency call handling solutions to government entities with on-premise integrations as well as provide IT hardware and/or services. All fee-based offerings are detailed in the Price Proposal Content section our response package.
3.0	The Bidder commits to supporting the offered solution(s) or service(s) for a minimum of eight years from the date of full solution or service acceptance by OCDIT. In this context, "supporting" means the continued development, evolution, and availability of improvements, enhancements, and identified bug fixes of the solution(s) and service(s). If market forces, component suppliers, or other events beyond the control of the Respondent requires an unexpected end to the service life of a service or solution offered herein, the Respondent agrees to provide a migration path to an equivalent or better service or solution, at no cost to OCDIT beyond the support contract provisions contained hereunder.	Carbyne can support a minimum of eight years based on the initial five (5) year contract with two possible renewals of three years as detailed in this RFP. Carbyne's APEX call handling solution is a cloud-native SaaS platform and receives ongoing regularly scheduled updates during the term of the agreement. Upon a fully executed and mutually agreed upon change order, front office hardware refreshes can occur during the term of the agreement.

4.0	Provide three references of similar government entities currently using your solution. Include entity name, contact name, email and phone number. References will be contacted to ensure vendor/solution skills match those of the proposal and the requirements noted in the RFP.	<p>Karl Fasold, Executive Director Orleans Parish Communications District, LA karlf@911nola.org *Please CC Executive Assistant Karen Milligan kmilligan@opcdla.gov*</p> <p>Marisa Quintanilla, Regional Services Director Rio Grande Council of Governments, TX +1 915-533-0998 x 119 marisaq@riocog.org</p> <p>Jeff Hannon, Communications Supervisor Guernsey County Sheriff's Office, OH +1 740-439-4455 j.hannon@guernseysheriff.com</p> <p>D. T. Donaldson, Director Multi Agency Communications Center, WA (MACC 911) +1 509-793-1771 d.donaldson@macc911.org</p>
5.0	Describe future or planned changes to proposed products and/or services (local installations or cloud solutions). Include with this description free and fee-based (subscription and one-time) offerings.	Software updates will be provided by Carbyne according to the software update schedule. Notification of software updates will be provided. The assigned Carbyne Customer Success Manager will coordinate updates with the County. We also send Release Notes and an updated User Manual as agreed upon by the Customer Success Manager. Note that Carbyne software updates are performed in the Carbyne cloud. The County will need to allow and approve the software updates prior to implementation.
6.0	Responding Bidder provides a sustainable business model supporting use of the Bidder's products and/or services through a five-year period. Include in this description any proposed changes in offerings that will occur over this period.	<p>Carbyne is trusted by leading customers in the US (New Orleans, Miami, Atlanta) and globally (Mexico City and Jerusalem). We added 23 new Apex customers in 13 states last year alone and Apex is the fastest-growing call handling solution on the market. Carbyne is a well-funded company that has raised a total of \$160M from leading investors including Cox enterprises (\$19B in revenue) AT&T, and Global Medical Response (\$6B in revenue and the largest EMS provider in the world).</p> <p>APEX is a cloud-native solution that leverages the AWS GovCloud (US) utilizing a Windows-based platform to provide multimedia emergency and non-emergency call handling services. Carbyne utilizes a scalable cloud computing platform designed to avoid all single points of failure within the system and to ensure high availability, resilience, and self-healing capabilities. This design requirement begins at the cloud and extends to the call handling position at the PSAP.</p> <p>Carbyne's current position in the market and its infrastructure in the AWS GovCloud provides the sustainable business model that can support our products and services through a five-year period and beyond. This model also allows Carbyne to continue to innovate and provide the best and latest in NG911 technology to the County.</p>
7.0	Bidders must identify if they currently provide products and/or services to Oakland County or State of Michigan Departments, Divisions or Agencies, or cities, villages or townships located within the State of Michigan	Carbyne is currently working with multiple agencies in the State of Michigan. At the time of this response, Carbyne currently does not provide products and/or services to Oakland County or State of Michigan Departments, Divisions or Agencies, or cities, villages or townships located within the State of Michigan.
8.0	Bidders must identify if they currently participate in any existing government application store, service portal, or marketplace.	Carbyne is currently listed on a few cooperative agreements, but is not an active user of government application stores, service portals, or marketplaces.
9.0	Confirm bidder meets the requirement as described regarding:	amended (29 U.S.C. 794d). We can supply a VPAT report with a fully executed Non-Disclosure Agreement to support our
10.0	If applicable, list or provide documentation for any value added functions or capabilities.	value added functions and capabilities can be found in Carbyne's Executive Summary included in this response. The following offers are exclusive to Oakland County: • Onsite Advisor - Local technical and customer support resource to serve as your advisor for Carbyne technology through cutover. This person will work in tandem with your Carbyne Project Manager and Oakland County's business and technical staff to facilitate
11.0	Will any services in the proposal will be subcontracted? Y/N. If yes, provide a description of the subcontracting organization and the contractual arrangements made therewith.	"Cloud connectivity via diverse private ethernet links will be subcontracted through Masergy Solutions. There is a mutually agreed upon master services agreement between Carbyne and Masergy Solutions. Carbyne will subcontract hardware through a Carbyne- or County-selected hardware supplier based on availability. To meet the County's mapping requirements, Carbyne has selected GeoComm Maps. There is a mutually agreed upon master services agreement between Carbyne and GeoComm. "

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Bidder Name

Carbyne, Inc.

1. SOLUTION REQUI

Number	Requirements and Questions	Existing Capability (Y/N)	Comments and Responses
1.0 - General Information			
1.1	Provide a high-level overview of the proposed solution. Please limit your summary to 300 words.	Y	Carbyne's APEX call handling solution is a cloud-native solution that supports multiple layers of redundant call processing with unmatched survivability eliminating single points of failure. Because Carbyne utilizes a scalable cloud computing platform, APEX is easily expandable and new positions can be provisioned dynamically with no need to add back-office hardware providing significant flexibility in disaster situations or continuity of operations plans.
1.2	Provide a feature list for the product(s) to include an indication as to which features are in the base product and which are considered add-on modules.	Y	<p>Carbyne's main infrastructure is hosted on AWS GovCloud and utilizes a geo-diverse, scalable platform that was base product module licensing included with the proposed solution.</p> <ul style="list-style-type: none"> • APEX cloud-native emergency call management solution (67 concurrent licenses, 94 installed workstations) • Live stream caller video • Caller location through ESInet PIDF-LO and wireless mobile device-based location • Silent instant messaging with picture attachments • Automatic abandoned call text back • Control Center administrative platform (includes Events History, Queue Status Wallboard, Activity Audit Log, Contact and Speed Dial management, and User management) <p>Add-on module licensing included with proposed solution:</p> <ul style="list-style-type: none"> • Analytics • Caller audio (and Text to 9-1-1) Translation and Transcription • Control Center Seat Map • GeoComm Maps <p>Add-on module licensing not included with proposed solution (offered as optional):</p> <ul style="list-style-type: none"> • Responder Connect • Emergency Call Triage • Control Center Video Wallboard <p>Integrations included with the proposed solution:</p> <ul style="list-style-type: none"> • CLEMIS CAD integration via standard NENA-STA-027.3-2018 interface • Equature media recorder version 17.5.2 (or greater) integration via standard NENA-STA-010.3 interface (RFC 7866) • Administrative PBX (based on RFP Amendment 3) integration via SIP Trunk or media GW • Motorola radio console audio integration via Carbyne Audio Trigger Module (ATM) device • ECaTS formatted data spill provided at the Southfield data center from the CHS to the InDigital Logix application (or cloud-to-cloud integration) • Okta SSO integration via standard SAML 2.0 interface • RapidSOS AML integration • InDigital Text to 9-1-1 integration • What3Words integration • PFN ESInet with InDigital NGCS i3 interface integration <p>Services, Support, and Maintenance included with the proposed solution:</p>
1.3	Provide diagram(s) that show the logical architecture of the proposed solution. List the file names here.	Y	A solution diagram is included in section 4.5.1 Common Call Handling Requirements - Architecture.

1.4	Provide copies of your standard contract terms, standard warranties, maintenance and support agreements, and End User License Agreement (EULA). List the attachments that you are providing.	Y	Yes, except as provided in Carbyne's redline requests document attached to our response. Attached to our response are the following documents (file name: Appendix A_Tab 4.3_Q1.4_Terms and Conditions): <ul style="list-style-type: none"> • Carbyne Standard Terms and Conditions • Carbyne Professional Terms and Conditions • Carbyne Hardware Addendum • Carbyne Support Terms & Service Level Agreement • GeoComm Authorized User Terms of Use
1.5	If a contract was signed on the RFP due date, provide the current estimated time to deliver a solution to the County data centers.	Y	If a contract was signed on the RFP due date, the current estimated time to deliver, assuming site survey and SOW was completed prior to contract execution and no roadblocks were encountered throughout the project, an uncomplicated solution to a single PSAP from contract execution to go live would be approximately 6 months.
1.6	Provide your current average time to deliver similarly sized products or solutions.	Y	Current average time to deliver a multi-PSAP deployment with similar total number of seats is approximately 10 - 12 months. This timeframe can be shortened or lengthened based on individual project requirements, connectivity and third party readiness.
2. TECHNICAL REQUIREMENTS RESPONSE TABLE			
Number	Requirements and Questions	Meets Requirement /	Comments and Responses
2.1 - Solution Architecture			
2.2 - Data Protection and Recovery			
2.2.1	Describe data protection and recovery functionality provided by the proposed solution.	Y	The APEX call handling solution is deployed within AWS GovCloud as redundant active-active instances with high availability. Within the AWS GovCloud US East and West regions (geographically diverse locations), six Availability Zones (specialized AWS data centers) host the service instances. These Availability Zones are interconnected with high bandwidth, low latency networks that allow call state and other critical data to be replicated in real time. This infrastructure provides resilience to failures of APEX instances as well as failures of entire Availability Zones without the loss of call signaling or media from the ESInet service provider or to the APEX client application. In the unlikely event that an entire region has failed (three Availability Zones), the APEX system provides disaster recovery capabilities to the surviving region (e.g. East or West). In this instance, network routing logic is updated, the APEX client applications are redirected, and existing calls are re-presented to the PSAP. This provides remote survivable capabilities with the same features, capacity, and availability for long durations until normal regional operations are resumed. Disaster Recovery capability is included with APEX at no additional cost. APEX is designed to take full advantage of the complete scale of AWS, while enforcing restrictions to compute resources, data transmission, and data storage to within the US only.
2.3 - System Management			
2.3.1	Describe the management software used to administer the solution, its components, and additional equipment, the platform software runs on, and the method by which it is accessed.	Y	All management functions reside in our Control Center platform, which is accessed using a desktop computer or laptop and a chromium-based web browser through an encrypted connection via the internet and multi-factor authentication.
2.3.2	Describe how the individual components can be monitored for system health and if alerts can be generated when certain thresholds are reached, or system failures occur.	Y	Carbyne's cloud infrastructure and its microservice ecosystem are monitored 24/7/365 by Carbyne's Network Operations Center (NOC) team. The infrastructure is integrated into multiple notification platforms, which will trigger Priority 1, 2, or 3 alerts based on the alert type and severity, which triggers the proper workflow to restore the PSAP functionality based on Carbyne's Service Level Agreement. The monitoring platform will alert in real time or near real time, to eliminate and avoid any service degradation on the infrastructure, end points and third-party integrations operating alongside the solution.

2.3.3	Describe, if any, software or tools available to continually monitor performance.	Y	<p>The Carbyne platform is proactively monitored by the Carbyne NOC team 24/7/365. The monitoring solution utilizes inputs from various sources including cloud services, endpoint logs, syslog, keepalives (reachability), and SNMP, including any physically connected device or software. These inputs are consolidated and aggregated into a near real-time system view dashboard that displays overall system health and supports drill down into specific functional components. This system view dashboard is a secured browser-based application. With authenticated access, the system view dashboard is accessible from all major web browsers, including mobile devices. In addition to the Carbyne cloud infrastructure, the CPE POI and CPE PSAP equipment will be monitored. Key Performance Indicators combined with custom thresholds per service level agreement requirements, will be configured to provide availability and other relevant metrics in support of service level agreement requirement reporting.</p> <p>The following software is utilized by the NOC team:</p> <ul style="list-style-type: none"> • Datadog - Monitoring platform to monitor Carbyne cloud infrastructure and end points keepalives • Rollbar - Monitors Carbyne micro-services health and status • OpsGenie - Instant notification platform for Priority 1 and Priority 2 service degradations • Slack - Notification platform which identifies and notifies the NOC of any issues and its severity to the relevant channel • AWS CloudWatch - Log and dashboard analysis platform
2.4 - Support			
2.4.1	Describe the available customer/technical support services. Include with this description a detailed methodology for handling the following: support hours of operation, help desk call triaging, diagnosis and response times, help desk access methods (telephone, email and web), technical support resolution, and SLAs.	Y	<p>The Carbyne NOC staff operates 24/7/365 to monitor solution system health including:</p> <ul style="list-style-type: none"> • Cloud services and infrastructure • Carbyne platform • Integrated third-party platform services <p>The NOC can be reached via email, a secure customer internet portal, or by phone. The NOC Engineering team will dispatch and alert support teams worldwide in an automated "follow the sun" mode. This process is designed to help expedite response time and recovery from the relevant region with around the clock alerting and escalating procedures to meet our support services obligations.</p> <p>The initial triage to provide support services will be operated by the NOC team (Tier-1 Support Services). The engineer on shift will provide troubleshooting in an effort to solve the issue, answer questions, and restore the platform or software (as applicable) to its functional state. The NOC engineer will gather as much information as possible to understand the immediate need for escalation to avoid any delay with service restoration. The NOC engineer will investigate the issue or will collaborate with the next support tier (Tier-2 Support Services) to resolve the issue. Additional escalations may be required to provide a resolution or a workaround according to a defined escalation flow. The Escalation matrix is included in our response for review.</p> <p>Carbyne has included a copy of Service Level Agreement for review.</p>
2.4.2	Describe how software, OS, and firmware upgrades are released and installed. What is the typical frequency of these releases?	Y	<p>Carbyne makes platform upgrades available at no additional cost, typically four (4) times a year ("Quarterly Release"), during the Maintenance and Support Period. These upgrades generally include newly released versions and "Hot Fixes" but may exclude new features that are made available separately.</p> <p>Upgrade dates will be announced by the Customer Success Manager via email. User manual, release notes, and additional relevant information will be posted on the Carbyne Support portal.</p> <p>Firmware upgrades are provided by the relevant Carbyne vendors. Carbyne will test in our lab, to simulate a full hardware and software flow, during and after the deployment. Manual and automatic full call flow tests are conducted to ensure functionality. To deploy the firmware at the customer site, a Change Management Plan is created by Technical Support based on the customer network layout, then reviewed and approved by Professional Services. Firmware upgrades are typically completed remotely, yet some may require a physical presence by an on-site engineer.</p> <p>We will download and install Operating System updates for Carbyne-provided workstations or computers which have APEX installed. We are not responsible for any other workstations or computers. We will test and validate compatibility of applicable Operating System updates in test environments, prior deploying to your production environment.</p>
2.4.3	Indicate if an active support contract is necessary to receive updates.	Y	Carbyne APEX is a SaaS model and updates are included in the subscription fee.

2.4.4	Describe the problem escalation process used to ensure the quick resolution of problems. Include the typical time frames that invoke the next levels of support	Y	Carbyne cloud infrastructure, microservices, and end-points are monitored proactively by third-party monitoring software solutions which are integrated with a multiple notification platform, triggering alerts based on the severity to the relevant parties. Carbyne's support level descriptions, including time frames, are documented in the Carbyne Service Level Agreement.
2.4.5	Describe the support provided in the event of a disaster that required the replacement of the entire proposed system.	Y	Based on the project plan, Carbyne may suggest to install the solution on top of a PC that is not part of the customer network or location (for example a laptop). By connecting to a pre configured VPN (tested prior the Go Live date), the emergency operator will be able to launch APEX and continue to process calls until a permanent solution (or a workaround, e.g., UPS or a generator) to the original location is implemented, ensuring processing calls through the Carbyne solution is stable with no potential service degradation.
2.4.6	Indicate if any components of the proposed solution are exempted or excluded from the provided SLA.	Y	All components provided (directly or indirectly) by Carbyne are listed inside Carbyne's Service Level Agreement.
2.5 - Integrations			
2.5.1	Describe the platforms that the solution has native integration capabilities.	Y	Please see the solutions listed below: <ul style="list-style-type: none"> • SIPREC with metadata for integration with media recording systems • SIP trunk for integration with administrative PBX systems • CAD integration via NENA-STA-027.3-2018, section 3.3, and delivered as serial over IP or as RS-232 • Android ELS and iOS HELO DBH location information • i3 Additional Data and Text to 9-1-1 • Cloud-to-cloud integration with GeoComm Maps (ESRI authoritative data) • Carbyne ECaaS RESTful API (HTTPS, JSON, JWT)
2.5.2	Provide virtualization technologies supported	Y	The entire backend of APEX is virtual running in AWS GovCloud as a cloud-native service. In an NG ESInet environment, the only physical components onsite at the PSAP location are: <ul style="list-style-type: none"> • APEX client application (supported Windows PC hardware that meets minimum requirements) • Network handoff (managed NG firewall and other network interface devices) • Optional IP-to-serial protocol converter for legacy CAD or Mapped ALI systems
2.6 - Automation / API Capabilities			
2.6.1	What, if any, automation capabilities or modules are compatible with your system (e.g. Ansible, Chef, Puppet, etc.)	Y	<ul style="list-style-type: none"> • Automated Abandoned Callback (relevant from 2024/Q3) - the ability to dialback automatically through a bot to the abandoned number and prompts the callers to type the relevant DTMF response to indicate if they would like to be forwarded to an agent or disregard their call. • Emergency Call Triage - Using advanced AI to Triage calls so your call center can focus on the calls that need assistance! • Carbyne uses a set of API (as explained in the answer to question 3) to be able to send and receive data to/from external applications to Carbyne services.
2.6.2	What, if any, scripting languages have existing modules to interact and administer the proposed solution.	Y	We use our internal scripting languages. It's confidential. We cannot share this info.
2.6.3	Provide details or link to documentation for any API that the proposed	Y	These are the API that our solution exposes: <ul style="list-style-type: none"> • Webhook integration (Create Service API) - To obtain Carbyne data upon receiving data during an event.
2.7 - Reporting and Alerts			
2.7.1	Provide sample default reports that are generated by the solution and describe the method they are generated and made available to the administrators.	Y	Cloud infrastructure status Circuit connectivity status Overall AWS Health Region Microservices SLA uptime status 3rd party vendor healthcheck status Endpoint computer keepalive Endpoint computer resources status (RAM/CPU) Overall PSAP stations count PSAP hardware uptime (SNMP)
2.7.2	Indicate how administrators can be alerted of component failure, system instability, or service unavailability.	Y	The Carbyne NOC will proactively inform one or more of the County's contacts as requested. An alert will be sent via multiple notification platforms, indicating the alert type, customer name, impacted component, location, severity, and the dashboard monitor URL. The notification will also include a reference to the procedure the NOC team will follow to resolve the issue. Monitoring services offer administrators remote visibility of APEX, through a managed dashboard hosted by a third party (currently operated by Datadog). By using the monitoring services, administrators will receive up to date information regarding APEX health, such as usage insights.

2.7.3	Indicate if and how the Support organization is alerted of system instability, or service unavailability and which support process is triggered by these alerts.	Y	<p>The notification alerts are triggered by the severity of the issue being reported. The Carbyne NOC team will receive the following types of notifications for:</p> <ul style="list-style-type: none"> • Critical (P1) issues - OpsGenie alerts, SMS message, bot phone call, email, Slack alert via webhook from Datadog • Major (P2) issues - Email and Slack alert via webhook from Datadog • Minor (P3) issues - Email and Slack alert via webhook from Datadog • Other (P4) issues - Email and Slack alert via webhook from Datadog <p>Support process involves an immediate alert evaluation, escalation to high tiers, virtual internal bridge, direct communication with the PSAP (and/or escalation contacts), and a message in Carbyne's private status page.</p>
2.8 - Additional Features and Capabilities			
2.8.1	Provide any value-add features available for the proposed solution.	Y	<p>Carbyne has the included the following value-add features available:</p> <p>Translation/Transcription: Carbyne includes automatic two-way voice translation as an added benefit to your SMS translation. This AI powered audio language translation includes visual translation for call-taker, translation from call-taker to caller, coverage across multiple languages, and automatic language identification. This service helps to decrease the amount of processing time for foreign language calls creating efficiencies and enabling responders to get to the scene faster.</p> <p>Responder Connect: Responder Connect enables first responders including Police, Fire, and Emergency Medical Services (EMS) to gain situational awareness of an emergency incident even before they arrive on scene, via live caller video, dynamic location (including speed, floor, altitude accuracy), and more. The Responder Connect link can be sent directly within Apex and works without requiring an app download and can be used without a password unless required by your organization. Responder Connect also allows video playback during or after the call to review crucial details.</p> <p>Video Wallboard: Video Wallboard is a cloud-native emergency response visualization solution that live streams citizen video, supporting multiple streams, audiovisual alerts, recent call playback, pinpoint caller locations, and more. Video Wallboard provides one screen containing up to 6 live stream videos across your jurisdiction at one time allowing for incident triage and improvement of response efficiency.</p> <p>APEX Emergency Call Triage: Leveraging artificial intelligence (AI) on both the call-taking and call-analysis, Emergency Call Triage helps when call volume spikes due to major incidents ensuring callers who are truly experiencing emergencies get through to a live call taker faster. When a surge in call volume is detected following an incident, the system automatically begins to triage calls, advising callers that the PSAP is aware of the incident and allowing your call center to focus on the calls that need assistance. During major incidents, Emergency Call Triage will help Oakland County mitigate staffing challenges, reduce redundant and abandoned calls, get to callers in need faster, and decrease call in queue.</p>
2.8.2	Provide documentation for any required functionality that must be custom-developed in their core product to meet the requirements of the RFP. If a required feature must be custom developed, Bidders must describe below and must clearly identify the feature, and if there is an additional fee, the cost in Tab 5.1 Price Proposals.	Y	Carbyne is responding to the County with our APEX call handling solution which offers a comprehensive set of features. Custom-development is not part of our proposed solution.
2.9 - Funding Models			
2.9.1	Provide details on available procurement models available for the proposed solution. Include costs for these options in Tab 5.1 - Price Proposal Content, Tab 5.2 - Price Proposal Content, or as alternate proposals.	Y	Carbyne offers our customers flexible procurement models that include milestone payment options during deployment as well as annual or upfront invoice options.
2.9.2	If SaaS is an available option, provide details on typical or standard contract length and terms.	Y	<p>Our standard contract lengths are five years. Carbyne will invoice for subsequent annual subscription fees upon each anniversary of the Cut-Over Date for the remainder of the subscription term.</p> <p>All invoices are due Net 30 days from the date of the invoice.</p> <p>If the County requires a Purchase Order, please send any purchase orders to FinanceUS@carbyne.com.</p>

Bidder NOT to alter any cells and to complete all cells marked as >



Bidder Name

Carbyne, Inc.

1. LICENSE REQUIREMENTS RESPONSE TABLE

Number	Requirements and Questions	Comments and Responses
1.0	Indicate if any licensing is required for the proposed solution, and how those licenses are quantified and measured (E.g. per user, per storage unit, etc.).	The Carbyne APEX solution utilizes a concurrent subscription licensing model to fulfill the requirements in Amendment 3 (Appendix C - Amended, CPE Positions). The proposed solution includes all concurrent subscription licenses for the "Always Active Count" (67 licenses), plus additional installed licenses for the "Current Total Count" (94 installed workstations). This model provides the County the flexibility to fully utilize all 67 concurrent licenses during periods of normal capacity, and then scale up additional positions (up to the installed max of 94) during times of temporary increased demand or for backup / training purposes.
2.0	Bidder shall provide any and all applicable license agreements.	Carbyne has included our standards terms and conditions in our response package for the County's review.
3.0	Bidder shall provide any and all applicable support and SLA agreements.	Carbyne's Service Level Agreement is included in our response package.
4.0	Bidder shall provide any and all applicable Software documentation.	Control Center User Guide and APEX User Guide is included in our response package.

5.0	Provide explanation of Software release/patch cycles.	<p>Carbyne makes platform upgrades available at no additional cost, typically four (4) times a year (“Quarterly Release”), during the Maintenance and Support Period. These upgrades generally include newly released versions and “Hot Fixes” but may exclude new features that are made available separately.</p> <p>Upgrade dates will be announced by the Customer Success Manager via email. User manual, release notes, and additional relevant information will be posted on the Carbyne Support portal.</p> <p>Firmware upgrades are provided by the relevant Carbyne vendors. Carbyne will test in our lab, to simulate a full hardware and software flow, during and after the deployment. Manual and automatic full call flow tests are conducted to ensure functionality. To deploy the firmware at the customer site, a Change Management Plan is created by Technical Support based on the customer network layout, then reviewed and approved by Professional Services. Firmware upgrades are typically completed remotely, yet some may require a physical presence by an on-site engineer.</p> <p>We will download and install Operating System updates for Carbyne-provided workstations or computers which have APEX installed. We are not responsible for any other workstations or computers. We will test and validate compatibility of applicable Operating System updates in test environments, prior deploying to your production environment.</p>
6.0	Indicate if the licenses are perpetual or for a finite duration of time.	The licenses are valid for the contract term.
7.0	Describe how the proposed solution operates in the absence of a valid license and/or an active support contract.	In the absence of a valid license and/or an active contract, Carbyne will work with the County to select a date to terminate solution operations.
8.0	Provide any Warranty that is included or part of the proposed solution	The solution is warranted to substantially meet the product documentation for the duration of the term. Hardware will be warranted for one year.
9.0	Indicate what, if any, third party software and/or hardware components are required for the proposed solution	Carbyne is proposing GeoComm Maps, which is included in our offered solution.

Bidder NOT to alter any cells and to complete all cells marked as >



Bidder Name

Carbyne, Inc.

ARCHITECTURAL REQUIREMENTS RESPONSE TABLE

Number	Category	Requirement	Explanation
1.0 Environment and Technology			
1.1	Deployment Model	Describe the deployment options for your solution: Bidder hosted (SaaS), Oakland County hosted, hybrid, etc. Which method are you recommending in this response?	Carbyne is proposing a Bidder Hosted (SaaS) solution.
1.2	Discrete Environments	Other than Production, what environments are you providing with your proposal (QA, Staging, Dev, etc)? How are application changes and configurations tested prior to production implementation?	Only a production environment is provided to the County. Carbyne utilizes three different environments for testing: Development, QA, and Staging. Carbyne's development process is based on CI/CD, continuous integration (CI) and continuous delivery (CD). Any new major features or capabilities go through a longer test cycle via our early access program. Prior to production implementation at the County, Carbyne will complete Carbyne APEX Readiness Testing (CART) which will address all solution related hardware, software, network components, environment items, etc.
1.3	DNS Requirements	Do you support custom domain for application access. If so, provide details required for Oakland County to support custom URL/DNS application access. Include any certificate requirements of Oakland County to support a custom domain.	Yes, Carbyne can leverage public DNS servers including Akamai, Cisco Umbrella, and Quad9. Carbyne's DNS servers are hosted by AWS Route53.
1.4	Ports and Protocols	Other than TCP/443, please detail any additional ports and protocols that are required for user access or system integration.	Please refer to section 5.5 of the attached Carbyne APEX System Requirements & Solution Reference document (file name: Appendix A_Tab 4.5_Q 1.4_Carbyne APEX System Requirements & Solution Reference).
1.5	Bandwidth Requirements	Does your solution have any specific bandwidth requirements? If so please provide the requirements.	Please refer to section 4.3.2 of the attached Carbyne APEX System Requirements & Solution Reference document (file name: Appendix A_Tab 4.5_Q 1.4_Carbyne APEX System Requirements & Solution Reference).
1.6	On-Premises Infrastructure	Describe any on-premises infrastructure that will reside in the Oakland County Datacenter. If applicable, Provide estimated number of servers, software (include versions), compute, memory, and disk required. Provide a RACI for these components to clarify Oakland County's ongoing responsibilities.	The proposed Carbyne APEX solution operates from AWS GovCloud U.S (East and West) as SaaS with no server (compute) or storage infrastructure required in the Oakland County Datacenters. The planned network equipment at Kentwood (U.S. Signal) and Southfield (TelNet / EdgeConnex) is fully monitored and managed by Carbyne. This equipment provides network connectivity between the Oakland County PFN ESInet and the Carbyne AWS cloud services.
1.7	Network Requirements	Describe any additional vLANs in the Oakland County Datacenter that are required for your devices.	Carbyne supports 802.1Q VLANs to segregate traffic on the local network segment. Carbyne anticipates separate VRF within the PFN ESInet for 9-1-1 ingress from the InDigital NGCS and for APEX call handling system egress to the connected Oakland County PSAPs.

1.8	Technical Diagrams	Provide a high level architecture diagram of your solution and the user interaction. If your solution is Customer Hosted, please provide a detailed architecture diagram.	A high-level architecture diagram of the proposed Carbyne solution is included in section 4.5.1 Common Call Handling Requirements - Architecture.
2.0 Application			
2.1	Application Access	Describe all the ways the user can access application functionality. Browser based, API, Native Mobile App, Virtualized Application, Thick Client etc. If additional software install is required please: 1. Provide the Licensing model. 2. Installation Process and user permissions required. 3. Hardware and Software requirements. 4. Maintenance and Updates.	The Carbyne APEX client is a Windows application that installs securely on Commercial-off-the-shelf (COTS) workstation and laptop devices. Installation credentials are captured as an encrypted token to ensure only authorized devices are permitted to process calls for the PSAP. Laptop devices can be configured with Two-Factor Authentication (2FA) utilizing time-based one time password tokens. Laptop devices can utilize standard Internet, FirstNet, or StarLink connections to process 9-1-1 calls with the same capability as workstation installations at the PSAP. This provides flexibility to operate in temporary remote backup locations, mobile command vehicles, work from home (WFH), etc. The Carbyne APEX client application is updated automatically via push notifications from the Carbyne cloud. This provides a simple and efficient method to maintain and update all call handling positions (fixed workstation and mobile laptop) for the PSAP.
2.2	Supported Browsers	If solution supports browser based access, describe the browsers and version(s) you support.	Control Center supports browser based access. The latest versions of Google Chrome and Microsoft Edge are supported. Support for an additional browser(s) and version(s) can be developed upon request from Oakland County.
2.3	Browser Requirements	Please list any browser plugins, extension and add-ons that are required or recommended.	Control Center supports browser based access. There are no required or recommended browser plugins, extension, or add-ons.
2.4	Application User Access	Describe the different user Access Types supported by your application. Example: Authenticated Users, Anonymous users, etc.	APEX users are registered active users created in Control Center or external IDP via SAML 2.0 integration
2.5	Application User Authentication	The County uses Okta as our enterprise Identity Providers (IDP). We leverage Okta to provide SSO Authentication via SAML 2.0 or OIDC to all applications. Describe in detail how you support SSO via an external IDP for user authentication? If the application does not support authentication with an external IDP, please provide full details on your user store and authentication model. Note: Additional review and exception approvals will be required of any solution that do not support an external IDP.	Carbyne systems can be accessed using SSO based on SAML protocol (NENA standard protocol) and name ID format (users are created manually through Control Center based on the email they have in IDP). This integration is for authentication only and not to manage users on our system directly through the IDP. Authorization is managed based on the user assignment in Control Center.

2.6	User Provisioning	Do you support SCIM or JIT for user provisioning into your solution. If not, describe in detail the user provisioning process.	<p>We support an SSO integration based on SAML for user authentication only. This does not currently include the user provisioning.</p> <p>Please refer to the section "User Management" in the attached Control Center User Guide for details regarding the user provisioning process.</p> <p>File name: Appendix A_Tab 4.5_Q 2.6_Control Center User Guide</p>
2.7	Role based access	Do you separate standard user access from admin user access?	<p>Carbyne APEX provides role-based access control. This applies to both the APEX call handling application as well as Control Center, which is used for user management, contact list maintenance, events history retrieval, analytics / reporting, and contact center wallboard displays.</p> <p>The call handling solution has preconfigured roles: Call Taker, Trainer, Administrator, Wallboard, Responder. These roles are assigned to the user. Each user will have one set of login credentials.</p> <p>Call Taker: access to APEX capabilities to handle emergency and non-emergency calls.</p> <p>Trainer: full access to all APEX capabilities, including barge, call monitoring and whisper capabilities, to handle emergency and non-emergency calls.</p> <p>Administrator: full access to APEX capabilities, including barge, call monitoring and whisper, to handle emergency and non-emergency calls. Full access to the Control Center administration and applications.</p> <p>Wallboard: access to wallboard displays. View only. This role is only relevant if a Wallboard display is configured to your communications center.</p> <p>Responder: full access to Carbyne Responder Connect. View only. This role is only relevant if Responder Connect is configured for login with username and password for your communications center.</p> <p>Admin users have the ability to assign roles, limit access, and grant access to different permission settings to each individual using APEX and/or Control Center.</p>
2.8	Application and Data Segmentation	What method is employed to segment Oakland County application and data from other customer implementations?	<p>Carbyne uses a multi-tenant environment, with shared infrastructure such as compute resources. Each customer's application traffic and data is segregated from other customers using security and ID keys to ensure logical separation.</p>

2.9	Batch Processing/Automations	Describe any batch processes or automations required by your application. Include any external integrations to your system and respective security controls.	The APEX application does not require any batch processes or automations. Some of our external integrations include ECaTS for analytics and reporting, audio arbitration via the radio console, SSO integration, and InDigital's Text-2-911. Carbyne's application is based on Amazon Web Services (AWS) as an Infrastructure as a Service (IaaS) provider. The application leverages orchestration platforms like Kubernetes to automate the deployment, scaling, and management of containers. Carbyne is committed to the protection of confidentiality, integrity, availability, and privacy of customer's data and to their service continuity. The Carbyne cloud service is based on AWS, which provides top industry security measures and is compliant with certifications like SOC2+, ISO 27001, HIPAA, and CSA STAR Level 1.
3.0 Business			
3.1	Compliance	Describe the legal standards, if applicable, with which your solution complies (e.g., CJIS, FEDRAMP, HIPAA, PCI, SOC 2, etc.). Provide any applicable compliance documents.	AWS GovCloud utilizes services and processes that are certified compliant in many governing programs, such as Criminal Justice Information System (CJIS), and FedRAMP. In addition, Carbyne is actively engaged in compliance of our own cloud services. <ul style="list-style-type: none"> • Current Compliance Certifications • SOC 2 + HIPAA • ISO 27001 • CIS Benchmarks
3.2	American Disabilities Act	Does the application meet Americans with Disability Act (ADA) requirements WCAG 2.0?	Yes. Carbyne can supply a copy of our VPAT report with a fully executed Non-Disclosure Agreement.
3.3	Recovery Time Objectives (RTO) & Recovery Point Objectives (RPO)	Describe your standard Recovery Time Objective (RTO) and Recovery Point Objective (RPO) of the solution.	Carbyne warrants its service to its service level agreement (SLA). The SLA includes a disaster recovery (DR) plan for the Carbyne production service with a minimum recovery time objective (RTO) of 4 hours and a minimum recovery point objective (RPO) of 12 hours. The RTO is measured from the time Carbyne production service becomes unavailable until it is available again. The RPO is measured from the time the first transaction is lost until the Carbyne production services become unavailable.

3.4	Availability	Describe your architecture in terms of redundancy / High-Availability. In order to provide maximum uptime of your system, describe the redundancies and controls that you have in place to meet SLAs. Examples: Unexpected load or demand, system component failure, hosting or infrastructure failure.	AWS data centers are built in clusters located in various regions. All data centers are online and serving customers; no data center is "cold." In case of failure, automated processes move customer data traffic away from the affected area. Core applications are deployed in an N+1 configuration, so that in the event of a data center failure, there is enough capacity to enable traffic to be load-balanced to the remaining sites. Each availability zone is designed as an independent failure zone. Availability zones are all redundantly connected to multiple tier-1 transit providers. Distributing applications across multiple availability zones provides the ability to remain resilient in the face of most failure modes, including natural disasters or system failures. Carbyne's infrastructure utilizes multiple instances which are deployed in multiple availability zones, behind a Load Balancer that routes traffic among these instances. All instances will be available to receive traffic, as they are constructed in an Active/Active architecture.
3.5	Monitoring and Alerting	Monitoring and Notifications: When a individual component or system wide outages occurs - What methods do you support for providing the outage notification and status of service restoration i.e. public status page, RSS, web hooks, SMS, email, Teams Channel, etc.?	Carbyne currently supports the following communication methods. <ul style="list-style-type: none"> • PSAP communication (via direct phone call) • Email (after submitting a ticket to the PSAP entity) • Webhook auto alert from our monitoring platform to a dedicated email or other alerting method (e.g., PagerDuty) • Support status page (located at the Carbyne Zendesk portal) • Google Meet (in case a virtual session is needed); Customer may suggest any additional communication method.
3.6	SLA / Support	Describe the process for submitting support tickets. Provide methods of accessing Support Portal (if any).	The County may communicate with our Support Services team by email (support@carbyne.com), a secure customer internet portal, or by phone (US Support (24/7) - +1 (888) 246-5608). All communications related to Support Services will be in English unless otherwise agreed upon for specific customers. Please refer to Chapter 3 in the Service Level Agreement document included in our response.
4.0 Data			

4.1	Data Encryption	Describe how you protect application data in transit and at rest.	<p>Carbyne encrypts customer data at rest in the database with no impact to functionality. It utilizes the native capabilities of the database engine to encrypt data as it is written to the database and decrypt as it is read from the database using industry standard Advanced Encryption Standard (AES) algorithm with a key size of 256 bits. This technology, often called Tablespace Encryption or Transparent Data Encryption (TDE), is fully transparent to the customer and to the application.</p> <p>When using Database Encryption, all data is encrypted, including attachments, logs, and backups. File attachments are encrypted by the application prior to being saved to disk, and only decrypted on the fly when requested back. Full disk encryption is provided via self-encrypting hard drives with AES-256 bit encryption. This delivers “at-rest” protection focused on preventing data exposure through the loss or theft of hard disks holding customer data. Using the full disk encryption does not impact the performance or functionality of the application. Portable devices such as laptops are encrypted by a full disk encryption with pre-boot authentication.</p> <p>The web traffic between the end users and the servers is encrypted using TLS 1.2 or higher (HTTPS) up to AES-256 depending on the user’s browser cipher suite support. Carbyne SSL X.509 CA certificates are generated with RSA 2048 key size and SHA-256. This secures network traffic from passive eavesdropping, man-in-the-middle attacks, active tampering and forgery of messages.</p>
4.2	Data Export	Describe how Oakland County can get a Full Export of the data.	<p>The Carbyne Control Center platform offers the ability to export data as well as interactive dashboards, including but not limited to, call-related, agent-related, text, etc.</p> <p>For a data full export, the County will need to submit a formal request to Carbyne Support Team. Exported data will be grouped by Event-ID.</p>
4.3	Retention	Describe the data retention and purge policies for your solution.	<p>Carbyne’s standard data retention period is two (2) years. The County can decide what information is stored, how it is used, and how long it is retained within the Carbyne application. Carbyne does not delete or modify customer data during the mutually agreed data retention period, and only processes data in accordance with its contractual obligations and the County’s configuration of their instance.</p>
5.0 Product Lifecycle			

5.1	Product Roadmap	Describe or provide your product roadmap.	<p>Product Roadmap for 2024:</p> <ul style="list-style-type: none"> • Automated Abandoned Callback - Develop an automated bot that dials back to abandoned calls (this capability is added to the AAS capability that is already in GA) • ECaTS Integration - Allow posting of Carbyne APEX calls data (aka CDR) and agent data, to ECaTS servers, to be later on viewed in ECaTS generated reporting system. • UX/UI Overhaul – enhance our UX/UI solution for APEX and Universe. • SBC Transition – Replace current SBC solution with a more advanced SBC that contains more capabilities and configurations. • Custom Roles for APEX and Universe customers - include the ability to give more granulated permissions (Full permission, View only, Edit only, Specific actions - allow/prevent) for each CC section (User & Roles, Contacts & Groups, EH, Analytics, Wallboard, Customer Configurations Page, Activity Log etc. • APEX Site Management - having an automatized procedure / UI to control Apex creation and maintenance (first step is allow queues configurations) • Build an OIDC (OpenID Connect) infrastructure - OpenID Connect is an interoperable authentication protocol based on the OAuth 2.0 framework of specifications. It simplifies the way to verify the identity of users based on the authentication performed by an Authorization Server and to obtain user profile information in an interoperable and REST-like manner. • Warm (Attended) Transfer – be able to consult a third party in a conference call while the caller is on hold and then merge the caller into the call. • Agent Greeting – Support automated voice greeting
5.2	Change Requests	How do you handle feature requests or customization requests with your system?	<p>The County can submit a feature request through the Carbyne Customer Success team. Each feature request is reviewed and examined by one of our Product Managers. If additional information is required from the County, a follow up meeting will be scheduled. Feature request decisions are communicated with full transparency.</p>

5.3	Application Updates	<p>How often do you have major and minor releases? How are releases communicated? How are they applied? For any included components (Java/JRE, 3rd party libraries, etc.), how does your releases cycle include updates to these?</p>	<p>The Carbyne APEX solution is a SaaS model, where backend AWS GovCloud infrastructure is continuously updated. The APEX license includes all maintenance updates (new features, performance improvements, bug fixes, etc.) throughout the life of the contract. Updates to the APEX application are also included in annual subscription fees. APEX is updated once a quarter ('Quarterly Release'), combining an agreed internal scope of bug fixes and new features. These releases will be communicated to the County via your assigned Carbyne Customer Success Manager (CSM). The CSM will share the Release Notes prior to every update. These updates are pushed to specified PSAPs based on preference and schedule. Once a workstation update is ready, an application notification is acknowledged to either apply immediately, or defer until the next login/shift.</p> <p>The APEX client utilizes an embedded install / update package that contains all required run-time and third-party application libraries.</p>
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Bidder Name

Carbyne, Inc.

IMPLEMENTATION SERVICES RESPONSE TABLE

<i>Number</i>	<i>Requirement</i>	<i>Explanation</i>
1.0 - Implementation Services		
1.1	Attach a typical implementation plan including Tasks, Owner of Task (Bidder, Oakland County) and Timeline. The following phases should be identified: - Project Management: Contains activities to manage the project. Project Roles, Resources, and Responsibilities" - Technical Design and Installation: Contains activities for solution configuration. - Security: Contains activities for establishing and maintaining security controls. - Testing: Contains activities to evaluate the functionality of the product with an intent to find whether the product met the specified requirements or not and identify the defects to ensure that the product is defect free to produce the quality product. - Education, Marketing, and Policies: Contains activities for training and promotion. - Implementation: Contains activities for solution launch and disaster recovery. - Post Implementation Support: Contains activities for solution support.	Please find attached the template project plan for a typical APEX deployment (file name: Appendix A_Tab4.6_Q 1.1_Carbyne APEX Project Plan Template).
1.2	Provide your typical project implementation duration and timelines.	For a typical project implementation duration for a single PSAP with no complexities, the overall duration is approximately six (6) months. Biggest challenges that impact project timelines are: new feature development required prior to cutover, connectivity (both legacy/ESINet and PSAP last mile) and customer third-party engagement/collaboration. Carbyne cannot control the connectivity and customer third-party deliveries, so this can potentially impact the overall timeline.

1.3	Based on the proposed solutions, what is Oakland County's role(s) in supporting the implementation.	<p>Based on the proposed solution, the County's role(s) in supporting the implementation is expected to be participation in all project meetings with an assigned project liaison for each PSAP project as well as provide technical resources with knowledge of and access to the current system environments.</p> <p>Carbyne also expects the County to manage their third party vendors including 9-1-1 connectivity carrier, CAD, Voice Recorder, etc., to ensure their readiness for integration.</p>
1.4	What type of Bidder access is required during implementation?	<p>Carbyne typically requires access to the following representatives / entities / infrastructure:</p> <ul style="list-style-type: none"> • Oakland County overall Project Manager • PFN ESInet hand off (cross connect) at the Southfield and Kentwood datacenters, and Network Engineers • InDigital NGCS Interface Control Document (ICD), and Technical Engineers • PFN ESInet hand off at each county PSAP, and Network Engineers • PSAP Director, Project Manager, IT Manager, Communications Center Manager, and personnel requiring training • Point of Contact for all identified third party integrations (e.g. Media Recorder, CAD, Admin PBX, etc.) • PSAP back room (network equipment) and front room (APEX client workstation) for hardware / infrastructure installation
1.5	What is the method for testing your software and data prior to live rollout?	<p>Carbyne's development process utilizes CI/CD, Continuous Integration/Continuous Delivery. All software is tested prior to live rollout via automation and manual Quality Assurance at each cycle. Carbyne has three different environments for testing: Development, Quality Assurance, and Staging. Carbyne software goes through multiple cycles that include quality, stability, security, reliability, and load testing before reaching Staging. Any major new feature or capability goes through out early access program, that provides a longer test cycle.</p>
1.6	How is system documentation provided? For example, digital, hardcopy, etc.	<p>All product documentation (user guides, release notes, system requirements, configuration guides, etc.) are provided as PDF files.</p>

1.7	<p>Is training provided with implementation? If so, is it Instructor-led Training, Web-based Training, or both? If separate cost for each training method, please specify.</p>	<p>Yes, training is included with the proposed solution along with the following Customer Success services:</p> <ul style="list-style-type: none"> • APEX on-site-instructor-based training (pre-cutover, tailored to the County PSAP call flow) • APEX refresher training via on-site-instructor-based and Learning Management System (LMS) - Quarterly • Implementation / post deployment visit - On-site • Customer Success Meetings / Checkup - Bi-weekly • Usage Reports - Bi-weekly • Customer Success Manager Visits / Business Review - Quarterly (On-Site) • Early Access Program (Beta testing) - Available as an included option • Newsletter (Marketing) - Quarterly • Executive Report - Monthly • Customer Advisory Group - 1 Member Included as an option • Marketing Videos - Available quarterly as an included option
1.8	<p>Describe the process and procedures for loading existing Oakland County production data into your system.</p>	<p>Carbyne can support a batch upload of Oakland County's contacts upon request. Contacts, speed-dials, groups and users can be manually loaded into Control Center.</p>

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Bidder Name

Carbyne, Inc.

Security Requirements Response Table

<i>Number</i>	<i>Category</i>	<i>Requirement</i>	<i>Explanation</i>
1.0 - Application Security			
1.1	Secure Development / Codebase	Describe how the software is developed using secure coding practices, such as input validation and error checking, to be resilient to common attacks such as SQL injection or cross-site scripting. Describe how you ensure these practices are followed	Carbyne has an established secure software development lifecycle (SDLC) that includes security training, code reviews, and testing. Carbyne uses the following: OWASP Secure Coding Practices Input Validation Output Encoding Error Handling SQL Injection Prevention Authentication and Authorization Secure Libraries and Components Training and Awareness Code Reviews and Static Analysis Testing and Verification
1.2	Secure Development / Codebase	Describe how the software is regularly tested for security vulnerabilities, such as through penetration testing or vulnerability scanning through manual and/or automated means.	Carbyne maintains an ongoing risk management process intended to proactively identify vulnerabilities within Carbyne systems and assess new and emerging threats to company operations. Carbyne maintains a vulnerability scanning process both for external and internal systems in the production environment. Carbyne's Security Team performs vulnerability scans at least quarterly and remediates vulnerabilities based on risk. Vulnerability scans are also conducted after any significant change to the production environment as determined by the Head of Security. On an annual basis, Carbyne hires a professional security assessment firm (penetration testers) to identify any vulnerabilities that might affect our product, data, and systems. The scope of these tests covers our infrastructure, application, external network, and internal network. We remediate findings and make the report (executive summary) of findings available for customers to review upon execution of an NDA.
1.3	Secure Development / Codebase	Describe how third-party libraries and dependencies are reviewed and tested for security vulnerabilities before being incorporated into the software, as well as how they will be kept up to date with application releases	This is incorporated in the the SDLC during which we continuously review, test and maintain third-party libraries by ensuring: Regularly Update Libraries Verify Library Authenticity Security Assessments Code Reviews and Testing Monitor Security Advisories Limit Library Permissions and Scope
1.4	Secure Development / Codebase	Describe how system and application configurations are reviewed and tested to ensure they are secure and compliant with industry standards, for example, Center for Internet Security (CIS), ISO, SANS Institute, NIST, etc.	Carbyne undergoes several compliance audits annually and is verified by third-party auditors to ensure compliance.

<p>1.5</p>	<p>Application Updates and Patching</p>	<p>Describe how, and how often, patches and updates are regularly released and/or made available to be applied to the software to address known vulnerabilities.</p>	<p>Carbyne is a SaaS solution, hence all software updates, fixes, upgrades, etc. are pushed from the cloud to the workstations. From a user perspective, when the call station is in a quiescent mode, a pop-up will appear on the screen notifying the user of a new version. Carbyne will provide software updates four times a year (aka "Quarterly Release") for the APEX end-user software. When a new release has passed Carbyne QA, it is designated as a General Availability release (GA).</p> <p>Once this occurs, the User is free to execute the update when they are instructed to do so. Since updates, fixes, upgrades, etc. are controlled wholly by Carbyne, we will work with the PSAP staff to arrange the best time to deploy or push these updates to the CPE (e.g. only push the update and make available to end users when training has been completed).</p> <p>Security patches may be released in outside of the scheduled quarterly releases to address known vulnerabilities. These will be based on severity.</p>
<p>1.6</p>	<p>Application Logging, Monitoring, and Alerting</p>	<p>Describe how security logs are implemented and monitored to detect and respond to security incidents.</p>	<p>Carbyne uses Amazon CloudWatch and CloudTrail, combined with custom scripts that extract important data from logs and push them to its monitoring services. Carbyne monitors the capacity utilization of physical and computing infrastructure both internally and for customers to ensure service delivery matches service level agreements. We have automated security scans on our network and applications, along with kernel-level monitoring and alerting on servers. A monitoring script runs weekly to validate that code changes were properly reviewed.</p> <p>Certain application and machine logs are retained indefinitely and generally stored in long-term storage in Amazon Simple Storage Service (S3). More verbose machine logs are stored only on the machine that generated them and are generally retained for two (2) weeks.</p> <p>Customer Application Logs The Carbyne customer application instance generates detailed log and audit information. While a user is logged on, all actions and activities are registered, logged and time-stamped. Every transaction created, every status change, every movement through to the next step in a workflow, every addition or deletion of a data item of any kind can be logged when such activity logs are enabled by the customer. As a result, the system can produce a detailed audit trail of exactly who changed what, where and when. This audit trail can be produced in reports on a real-time basis.</p> <p>Log information is stored, like all customer data, within tables in a customer's instance. Since the logs when enabled generate a large amount of data, Carbyne only retains the application log data for a rolling 90 day period within the application and in archive for a period of one (1) year.</p>

<p>1.7</p>	<p>Application Logging, Monitoring, and Alerting</p>	<p>Describe how the software monitors and logs user activity, as well as any alerting or automatic actions taken by your application based on anomalous user activity (i.e. suspicious activity, repeated failed logins)</p>	<p>Carbyne uses Amazon CloudWatch and CloudTrail, combined with custom scripts that extract important data from logs and push them to its monitoring services. Carbyne monitors the capacity utilization of physical and computing infrastructure both internally and for customers to ensure service delivery matches service level agreements. We have automated security scans on our network and applications, along with kernel-level monitoring and alerting on servers. A monitoring script runs weekly to validate that code changes were properly reviewed.</p> <p>Certain application and machine logs are retained indefinitely and generally stored in long-term storage in Amazon Simple Storage Service (S3). More verbose machine logs are stored only on the machine that generated them and are generally retained for two (2) weeks.</p> <p>Customer Application Logs The Carbyne customer application instance generates detailed log and audit information. While a user is logged on, all actions and activities are registered, logged and time-stamped. Every transaction created, every status change, every movement through to the next step in a workflow, every addition or deletion of a data item of any kind can be logged when such activity logs are enabled by the customer. As a result, the system can produce a detailed audit trail of exactly who changed what, where and when. This audit trail can be produced in reports on a real-time basis.</p> <p>Log information is stored, like all customer data, within tables in a customer's instance. Since the logs when enabled generate a large amount of data, Carbyne only retains the application log data for a rolling 90 day period within the application and in archive for a period of one (1) year.</p>
<p>1.8</p>	<p>Application Administrative Access</p>	<p>Describe the password and MFA requirements for administrators, and do they differ from ordinary users.</p>	<p>All accounts require the use of MFA where possible. Password requirements are as follows:</p> <ul style="list-style-type: none"> • Minimum of twelve (12) characters • Must not be the same as the corresponding user id or user's full name • New passwords must not be the same as any of the last 10 passwords/passphrases used • Passwords must contain characters from three (3) of the following four (4) categories: <ul style="list-style-type: none"> • English uppercase characters (A through Z) • English lowercase characters (a through z) • Base 10 digits (0 through 9) • Non-alphabetic characters (e.g., !, \$, #, %, &)

1.9	Application Administrative Access	Describe any extra logging, monitoring, or checks-and-balances in place for application administrators in order to audit their access and actions.	The Carbyne platform is proactively monitored by the Carbyne U.S. NOC 24/7. The monitoring solution utilizes inputs from various sources including cloud services, endpoint logs, syslog, keepalives (reachability), and SNMP, including any physically connected device or software. These inputs are consolidated and aggregated into a near real-time system view dashboard that displays overall system health and supports drill down into specific functional components. This system view dashboard is a secured browser-based application. With authenticated access, the system view dashboard is accessible from all major web browsers, including mobile devices. In addition to the Carbyne cloud infrastructure, the CPE POI and CPE PSAP equipment will be monitored. Key Performance Indicators (KPI), combined with custom thresholds per SLA requirements, will be configured to provide availability and other relevant metrics in support of SLA reporting.
1.10	Application Administrative Access	Describe the procedures in place for securely storing and handling sensitive data, such as personally identifiable information or financial data, especially as it may be accessible to Administrators of the application.	<p>At Carbyne, protecting our customers' data is our highest priority, so you can focus on the work that matters most to your business. We've established a comprehensive privacy compliance program, aligning our practices with leading international standards and regulations. We foster security consciousness in all employees through our company culture. This culture of trust and transparency sets the tone for the overall attitude, awareness, and importance of safeguarding the information assets of our customers. Through policy statements, codes of conduct, and shared mission and value statements communicated by our leadership team, this awareness is reinforced in our values and behavioral standards. Our leadership team also takes actions to create an environment that encourages taking and giving full responsibility.</p> <p>We emphasize the following principles in the design and implementation of our security program and practices:</p> <ul style="list-style-type: none"> • Physical and environmental security to protect our applications against unauthorized access • Maintaining availability of our applications • Confidentiality to protect customer data • Integrity to maintain the accuracy and consistency of data over its life cycle • Carbyne utilizes cloud computing service offerings, primarily from Amazon Web Services (AWS) as the core building blocks of the Carbyne platform. <p>AWS manages the security and compliance of the cloud computing infrastructure, and Carbyne manages the security of the software and sensitive data residing in the cloud computing infrastructure.</p> <p>Security Framework & Policies Carbyne's security framework is based on NIST 800-53 and ISO/IEC</p>
1.11	Session Management	Describe application session management options, including automatic session timeout after a defined period of inactivity.	<p>After the APEX station is active for 45 hours, a session timeout warning message is displayed. To log out immediately, user can click Logout. To log out later, user can click Later. The logout message is displayed again twice more, every 30 minutes. If the user does not log out after the third notification is displayed, a 30-second countdown begins and the user is logged out automatically.</p> <p>If a call takes place during the automatic logout process, the process is paused and the system acts as if Later was selected. The user will not be logged out automatically during a call.</p>
1.12	Default Passwords	Does your application have any unchangeable default passwords?	No. Passwords are set by the user and are valid for 90 days. After 90 days the user is prompted to reset the password. Single sign-on (SSO) is also available.
2.0 - Service Provider Information Security			

2.1	Organizational Commitment to Security	Does your organization have a documented Information Security Policy? If so, describe how it is communicated to staff?	Yes, Carbyne has a robust Information Security Policy. We are committed to the protection of confidentiality, integrity, availability, and privacy of our customer's data and to their service continuity. As part of our compliance audits, all policies are reviewed and verified annually internally and by 3rd party external auditors. Additionally, all policies are made available to all employees on the Security Intranet and they are required to read and accept them annually.
2.2	Organizational Commitment to Security	Does your organization have a designated individual who is responsible for your Information Security Program?	Yes, Carbyne has a dedicated VP of Information Security and Compliance who manages and oversees the Information Security Program.
2.3	Personnel Security	Describe the process in place to periodically screen (background checks, and re-checks) personnel during employment for anyone who accesses Oakland County's Information assets?	All employees go through a background check prior to being hired. This is done by HR as part of the hiring process.
2.4	Personnel Security	Describe your information security training for your staff, especially as it pertains to handling information assets of its customers	All staff are required to take an annual security awareness training. Additional training is provided to certain groups based on roles and responsibility.
2.5	Offshore Personnel	Describe if/how, you utilize offshore teams for development or support? Please include information about your security process for passing information and code, as well as any background checks performed.	Carbyne uses secure methods for code and information transfer such as VPNs, secure file transfer protocols, and encrypted communications. Carbyne also use version control systems for tracking changes in code and facilitating collaboration. Background checks for all personnel are conducted as part of the hiring process, especially for roles that involve handling sensitive information. These checks can include verification of identity, education, work history, and sometimes criminal records.
2.6	Offshore Data	Do you utilize offshore data storage? If so where?	No data is stored offshore. All data is stored and confined to the AWS GovCloud in the U.S.
3.0 - Hosting Environment (for SaaS solutions)			
3.1	SOC 2 Report	Do you have a SOC 2 report or equivalent? If so, please provide.	Yes we do. This will be shared separately after after execution of NDA.
3.2	Environment Security	Describe how remote access for support and troubleshooting is controlled	Remote access with 2FA is an option, along with Remote VPN connection (also with 2FA).

<p>3.3</p>	<p>Environment Security</p>	<p>Describe the network security controls (segmentation, firewall(s), Intrusion Detection Systems (IDS) / Intrusion Prevention Systems (IPS), Web Application Firewalls (WAF) etc.) to protect customer data on your network.</p>	<p>Carbyne follows a Zero Trust Architecture (ZTA) model as defined in NIST SP 800-207 for security across the compute, application, and network domains of the APEX solution.</p> <p>The Carbyne APEX containers and microservices running in AWS GovCloud U.S. utilize several standards to secure process execution and safeguard data, including:</p> <ul style="list-style-type: none"> • Transport Layer Security (TLS) v1.2 or v1.3 where compatible • OpenID Connect (OIDC) • Open Authorization (OAuth) v2 • JSON Web Token (JWT) <p>Network Secure Access Service Edge (SASE) is realized using:</p> <ul style="list-style-type: none"> • AWS Network Load Balancer (NLB) • AWS Web Application Firewall (WAF) • Session Border Controller (SBC) • Secured SIP Proxy <p>APEX application (workstation) security utilizes the following:</p> <ul style="list-style-type: none"> • Hypertext Transfer Protocol Secure (HTTPS) • WebSocket Secure (WSS) • Datagram Transport Layer Security (DTLS) • Identify and Access Management (IAM) utilizing strong passwords and Multi-factor Authentication (MFA) <p>Physical Security for Carbyne Point of Interconnect (POI) facilities</p> <ul style="list-style-type: none"> • Equinix Data Center • Facility entry trap • 24x7 onsite security officers • Biometric readers, fiber vault, CCTV with 30-day retention, motion
<p>3.4</p>	<p>Environment Security</p>	<p>Describe other industry standard controls to ensure protection of the environment against ransomware and other malware (viruses, trojans, etc.)</p>	<p>The following controls, combined with a proactive cybersecurity posture and monitoring, help reduce the risk of ransomware and other malware attacks:</p> <ul style="list-style-type: none"> • Regular Software Updates: Keeping all systems and software up-to-date with the latest security patches to prevent attackers from exploiting known vulnerabilities. • Access Control: Implementing strict access control measures, including multi-factor authentication, ensures that only authorized personnel have access to critical systems. • Firewalls and Intrusion Detection Systems (IDS): Utilizing firewalls and IDS help detect and prevent unauthorized access and potential threats. • Employee Training: Regular training for employees on cybersecurity best practices help prevent social engineering and phishing attacks. • Data Encryption: Encrypting sensitive data both in transit and at rest protect it from unauthorized access. • Regular Backups: Maintaining regular backups of critical data and systems help restore operations quickly in case of a ransomware attack. • Incident Response Plan: Having a well-defined incident response plan ensures that Carbyne can react swiftly and effectively to any cybersecurity incident. • Cybersecurity Frameworks: Adhering to established cybersecurity frameworks, such as those provided by the National Institute of Standards and Technology (NIST), guide the implementation of comprehensive security controls.

3.5	Environment Security	Describe your change management practices and procedures to ensure no unplanned / untested changes get made to the environment	<p>For a change to be considered, the request must:</p> <ul style="list-style-type: none"> • Be proposed by an authorized individual usually within the agency impacted by the change. • Undergo a thorough technical review to identify feasibility, direct and indirect impacts, potential compatibility issues and effect on network availability. • Undergo a security impact review. • Be the subject of a cost/benefit analysis. • Be approved is by the appropriate level of management. • Have a priority assigned so that it can be placed in the queue. • Development and QA activities. • Deployment planning and communication • Deployment in production
3.6	Environment Security	Describe how data is backed up regularly, stored securely, and tests of restores performed	<p>The Carbyne primary production database is replicated to a secondary database maintained in a separate zone/region. Database and transaction logs backups are collected so that a database can be recovered with the loss of as few committed transactions as is commercially practicable.</p> <p>A full backup is taken from the primary database daily. All backups are written to disk and no tape or removable media is used. Backups of the customer database are encrypted and retained for 30 days.</p> <p>The Carbyne backup architecture is not intended to provide archival records. Customers may retain any downloaded data provided by Carbyne in response to their request for as long as they require in accordance with their policy or regulatory requirements.</p> <p>Disaster recovery is critical to maintaining business continuity in the event of an outage or disaster. AWS provides several options for disaster recovery, including multi-zone and multi-region deployments. Multi-zone deployments automatically failover in the event of an outage, while multi-region deployments require human intervention to switch to a backup region. Both multi-zone and multi-region deployments are active-active, ensuring high availability and minimal disruption to customers.</p>
3.7	Environment Security	Describe your identity management lifecycle for user who may have access to the County's application and data, focusing on onboarding and timely offboarding.	<p>Users are created within Carbyne's Control Center User Management. They will be assigned permissions based on roles for access to APEX and/or Control Center (admin users will have 2FA for Control Center). User roles can be updated as needed by the County, including deactivating a user. Identity management can also be achieved through one of our various integrations with SSO solutions. We currently support:</p> <ul style="list-style-type: none"> • Okta • Microsoft Azure AD • Auth0

<p>3.8</p>	<p>Environment Security</p>	<p>Describe your vulnerability management program - your processes to ensure vulnerability assessments are periodically conducted on infrastructure, network and applications, and subsequently remediated in alignment with risk posed by the vulnerability.</p>	<p>At Carbyne, protecting our customers' data is our highest priority, so you can focus on the work that matters most to your organization. We've established a comprehensive privacy compliance program, aligning our practices with leading international standards and regulations. We foster security consciousness in all employees through our company culture. This culture of trust and transparency sets the tone for the overall attitude, awareness, and importance of safeguarding the information assets of our customers. Through policy statements, codes of conduct, and shared mission and value statements communicated by our leadership team, this awareness is reinforced in our values and behavioral standards. Our leadership team also takes actions to create an environment that encourages taking and giving full responsibility.</p> <p>We emphasize the following principles in the design and implementation of our security program and practices:</p> <ul style="list-style-type: none"> • Physical and environmental security to protect our applications against unauthorized access • Maintaining availability of our applications • Confidentiality to protect customer data • Integrity to maintain the accuracy and consistency of data over its life cycle <p>Carbyne utilizes cloud computing service offerings, primarily from Amazon Web Services (AWS) as the core building blocks of the Carbyne platform. AWS manages the security and compliance of the cloud computing infrastructure, and Carbyne manages the security of the software and sensitive data residing in the cloud computing infrastructure.</p> <p>Risk and Vulnerability Management Carbyne has a defined process for managing information security risks. Regular assessments are performed in order to identify security risks and</p>
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<p>3.9</p>	<p>Logging and Monitoring</p>	<p>Describe the logging and monitoring controls (including SIEM) to identify malicious activity, log information such activity, attempt to block/stop the activity, and to report such activity to customers</p>	<p>Carbyne operates 24 hours a day, 7 days a week, and 365 days a year, Network Operations Center (NOC) staff which is monitoring the Platform system health including:</p> <ul style="list-style-type: none"> • Cloud services and infrastructure • Carbyne platform • Third-Party platform services integrated with the Platform <p>Our NOC will dispatch and alert our support teams worldwide in an automated "follow the sun" mode, to help expedite response time and recovery from the relevant region with around the clock alerting and escalating procedures to meet our Support Services obligations.</p> <p>As stated in the attached Support Terms, Carbyne also addresses proactive support to maintain the operation of the Platform. Tasks may include the systematic inspection, test, measurements, adjustment, detection, and correction of suspected issues in the Platform and/or Software either before they occur or before they develop into major defects.</p> <p>The primary goal of this preventive maintenance is to avoid or mitigate the consequences of potential failures in the Platform, including the Software and its core capabilities. Preventive maintenance is designed to preserve and restore reliability of the Platform and Software by identifying potential issues in advance.</p> <p>We utilize the following logging and monitoring controls to identify malicious activity and log information regarding the malicious activity:</p> <ul style="list-style-type: none"> • Rollbar - Monitors backend microservices infrastructure • Datadog - Monitors software and hardware (endpoints), alerting automatically once an error threshold has reached, and specifying the error type, station(s), PSAP, and cloud region
<p>3.10</p>	<p>Incident Response</p>	<p>Describe your security incident response planning and notification procedures to monitor, react, notify and investigate any incident related to County's assets</p>	<p>Carbyne has established an industry standard security incident response plan. We train our staff to ensure that all potential security incidents are identified and reported in a timely manner. Our security operations team is on call 24x7x365, and we have defined protocols and escalation tiers for the handling of security incidents and, when required by the nature of the incident and applicable contractual commitments and regulatory requirements, for the notification of the affected parties as well as the authorities.</p> <p>Following the resolution of a security incident, the Carbyne security team conducts root cause analysis and, as applicable, implements changes to its technology and procedures to prevent regressions.</p> <p>Carbyne maintains industry standard commercial insurance covering cybersecurity incidents and has engaged external breach services to assist in case of a major security incident.</p>

Bidder to complete all cells marked as >

This section asks you to provide information on how your solution is priced when provided either as a traditional procurement or "as a Service". Table 1 covers all associated costs for the solution . Table 2 covers pricing for any additional items not covered by the other tables and assumptions made to accommodate this proposal's pricing.

If you wish to provide alternative pricing that does not fit into these tables, add a sheet to this workbook after "6.1 - Price Proposal Content" and name it "6.1 - Alternate 1" and so on. Bidders should identify inapplicable costs with N/A.

Note: If costs that are NOT listed are subsequently determined by Oakland County or the Bidder to be required, then Bidder shall provide all unlisted costs to Oakland County at no charge beyond annual support fees.

Every Bidder shall provide an itemized Price Proposal. Quote costs for all software and services described in this RFP. Each major component, including integrated software and hardware elements, shall be identified by both common names. Both unit prices and extensions (if applicable) shall be quoted for each component or basic subsystem. All items (such as software interfaces, cables, connectors etc.) needed to achieve the proposed configuration shall be identified and priced. All additional charges (i.e., shipping, installation, insurance etc.) shall be quoted. In addition:

- The cost of system documentation must be included in the total software costs.
- Quote annual costs for the proposed maintenance agreement where applicable. In addition, list cost of training increments included with the system purchase. Quote the cost of additional training increments along with any conditions attached to their purchase.
- Professional services required to satisfy the requirements set forth in the RFP must be identified and costs for these implementation services must be documented.
- Quote a lump sum and hourly rates for implementation services and consulting services that could be enlisted for the implementation of the solution.
- List separately any optional features price, but do not include these optional features in the total system price.
- Specify any discount options associated with the proposal(s). If applicable, State Bulletin prices should be included for reference.

Bidder Name Carbyne, Inc.

Indicate if this proposal is a SaaS Proposal:

Solution Name / Description:
 Total Cost of the Proposed Solution: \$

COST RESPONSE TABLE

Table 1 - Proposed Solution

1.0 - Service Costs					
<i>Include any cost options that would be included in the contract terms, such as a committed rate, burstable capacity rate, etc.</i>					
Cost Description	Duration	List Price	Discount	Rate	Total Cost
AESN.01POI - Carbyne POI Service for ESInet and PSAP NNI - ESInet and PSAP Network-to-Network Interface (NNI) at Carbyne Point of Interconnect (POI) Service	Annual	\$ 168,674.40		5	\$843,372.00
ASIP.01 - SIP Trunk Service for Outbound Dialing - SIP Trunk Service for DID access and outbound dialing	Annual	\$ 8,240.04		5	\$41,200.20

2.0 - One-Time Implementation & Training Costs					
<i>Include all costs to ensure the solution is fully installed and functional.</i>					
Cost Description	Duration	Quantity	Price	Discount	Total Cost
AMN.01C - APEX Deployment Package - Countywide system project management, professional services system provisioning and configuration, integration and acceptance testing, training, live cutover	One-Time	1	\$ 113,000.00	20%	\$ 90,400.00

AMN.01APL - Deployment Additional Physical Location - Individual PSAP project management, professional services system provisioning and configuration, integration and acceptance testing, training, live cutover	One-Time	19	\$ 10,000.00	20%	\$ 152,000.00
AIN.01 - Additional Integrations - CLEMIS CAD integration via standard NENA-STA-027.3-2018 interface	One-Time	1	\$ 1,250.00	20%	\$ 1,000.00
AIN.01 - Additional Integrations - Equature media recorder version 17.5.2 (or greater) integration via standard NENA-STA-010.3 interface (RFC 7866)	One-Time	1	\$ 1,250.00	20%	\$ 1,000.00
AIN.01 - Additional Integrations - Administrative PBX (based on RFP Amendment 3) integration via SIP Trunk or media GW	One-Time	19	\$ 1,250.00	20%	\$ 19,000.00
AIN.01 - Additional Integrations - Motorola radio console audio integration via Carbyne Trigger Module (CTM) device	One-Time	1	\$ 1,250.00	20%	\$ 1,000.00
AIN.01 - Additional Integrations - ECaTS formatted data spill provided at the Southfield data center from the CHS to the InDigital Logix application (or cloud-to-cloud integration)	One-Time	1	\$ 1,250.00	20%	\$ 1,000.00
AIN.01 - Additional Integrations - Okta SSO integration via standard SAML 2.0 interface	One-Time	1	\$ 1,250.00	20%	\$ 1,000.00
AIN.01 - Additional Integrations - RapidSOS AML integration	One-Time	1	\$ 1,250.00	20%	\$ 1,000.00
AIN.01 - Additional Integrations - InDigital Text to 9-1-1 integration	One-Time	1	\$ 1,250.00	20%	\$ 1,000.00
AIN.01 - Additional Integrations - What3Words integration	One-Time	1	\$ 1,250.00	20%	\$ 1,000.00
AIN.01 - Additional Integrations - PFN ESInet with InDigital NGCS i3 interface integration	One-Time	1	\$ 1,250.00	20%	\$ 1,000.00
GCM.01GIS - GeoComm GIS Map Data Review and Setup Services	One-Time	1	\$ 9,987.78	20%	\$ 7,990.22
GCM.01CT - GeoComm Remote Configuration and Training	One-Time	1	\$ 12,030.00	20%	\$ 9,624.00
ABOM.01 - Hardware BOM for Oakland County Sheriff (20)	One-Time	1	\$ 162,801.42	20%	\$ 130,241.14
ABOM.01 - Hardware BOM for Southfield (8)	One-Time	1	\$ 80,481.27	20%	\$ 64,385.02
ABOM.01 - Hardware BOM for Royal Oak (6)	One-Time	1	\$ 67,120.58	20%	\$ 53,696.46
ABOM.01 - Hardware BOM for Troy (6)	One-Time	1	\$ 67,120.58	20%	\$ 53,696.46
ABOM.01 - Hardware BOM for Pontiac (6)	One-Time	1	\$ 67,120.58	20%	\$ 53,696.46
ABOM.01 - Hardware BOM for Farmington (5)	One-Time	1	\$ 60,440.24	20%	\$ 48,352.19
ABOM.01 - Hardware BOM for Novi (5)	One-Time	1	\$ 60,440.24	20%	\$ 48,352.19
ABOM.01 - Hardware BOM for Waterford (5)	One-Time	1	\$ 60,440.24	20%	\$ 48,352.19
ABOM.01 - Hardware BOM for West Bloomfield (5)	One-Time	1	\$ 60,440.24	20%	\$ 48,352.19
ABOM.01 - Hardware BOM for Bloomfield Township (4)	One-Time	1	\$ 53,759.90	20%	\$ 43,007.92
ABOM.01 - Hardware BOM for Berkley (3)	One-Time	1	\$ 47,079.55	20%	\$ 37,663.64
ABOM.01 - Hardware BOM for Birmingham (3)	One-Time	1	\$ 47,079.55	20%	\$ 37,663.64
ABOM.01 - Hardware BOM for Ferndale (3)	One-Time	1	\$ 47,079.55	20%	\$ 37,663.64
ABOM.01 - Hardware BOM for Madison Heights (3)	One-Time	1	\$ 47,079.55	20%	\$ 37,663.64
ABOM.01 - Hardware BOM for Bloomfield Hills (2)	One-Time	1	\$ 40,399.21	20%	\$ 32,319.37
ABOM.01 - Hardware BOM for Hazel Park (2)	One-Time	1	\$ 40,399.21	20%	\$ 32,319.37
ABOM.01 - Hardware BOM for Oak Park (2)	One-Time	1	\$ 40,399.21	20%	\$ 32,319.37
ABOM.01 - Hardware BOM for Oakland University (2)	One-Time	1	\$ 40,399.21	20%	\$ 32,319.37
ABOM.01 - Hardware BOM for Rochester (2)	One-Time	1	\$ 40,399.21	20%	\$ 32,319.37
ABOM.01 - Hardware BOM for White Lake (2)	One-Time	1	\$ 40,399.21	20%	\$ 32,319.37
ABOM.01 - Hardware BOM for Required Spare Kit	One-Time	1	\$ 27,138.22	20%	\$ 21,710.58

3.0 - Support & Maintenance

Indicate duration of support contract and associated Service Level where applicable. Alternate offerings can be listed here, such as 5 Years Gold, 3 Years Silver, etc.

Cost Description	Duration	Quantity	Price	Discount	Total Cost
AOS.01EP - APEX Premium Technical Services - Proactive support with SLA reporting and system status dashboard	Annual	5	\$ 40,800.00		\$ 204,000.00
AOS.01PC - APEX Premium Customer Success Services - Customized / tailored training with product input and prioritized enhancements	Annual	5	\$ 40,800.00		\$ 204,000.00
...Add rows as necessary					

4.0 - Software

Indicate duration of support contract and associated Service Level where applicable. If all software is included, this section can be skipped.

Cost Description	Duration	Quantity	Price	Discount	Total Cost
N/A	N/A	N/A	N/A	N/A	N/A

5.0 - Licensing

Indicate any licensing required to operate the system

Cost Description	Duration	Quantity	Price	Discount	Total Cost
APX.01CC - APEX CCS/NG9-1-1 (67 concurrent / 94 installed)	Annual	5	\$ 1,005,000.00	25%	\$ 3,768,750.00
APX.TTM - APEX Transcription & Translation	Annual	5	\$ 160,800.00	25%	\$ 603,000.00
ACC.01A - APEX Control Center Instance	Annual	5	\$ 60,000.00	25%	\$ 225,000.00
AEH.01C - Events History	Annual	5	\$ 28,200.00	25%	\$ 105,750.00
ASM.01C - Seat Map - Included	Annual	5	\$ -		\$ -
AWB.01C - Contact Center Wallboard - Included	Annual	5	\$ -		\$ -
ANA.01C - Analytics	Annual	5	\$ 50,040.00	25%	\$ 187,650.00
GCM.01S - GeoComm Maps Annual Subscription (Concurrent User)	Annual	5	\$ 100,797.48		\$ 503,987.40

Table 2 - Other Costs and Assumptions

1.0 All Other Costs

List any costs not captured above but still required for the solution.

Cost Description	List Price	Quantity	Discount	Price	Total Cost
ARC.01 - Responder Connect (Annual)	\$ 60,300.00	5	25%	\$ 45,225.00	\$ 226,125.00
AVB.01C - Video Wallboard (Annual)	\$ 28,200.00	5	25%	\$ 21,150.00	\$ 105,750.00
APX.ECTM - APEX Emergency Call Triage (Annual)	\$ 160,800.00	5	25%	\$ 120,600.00	\$ 603,000.00
ABOM.01 - Hardware BOM for Optional ECC Printer (One Time)	\$ 537.30	1	20%	\$ 429.84	\$ 429.84
ABOM.01 - Hardware BOM for Optional Mobile Access Laptop (One Time)	\$ 3,354.51	1	20%	\$ 2,683.61	\$ 2,683.61
ABOM.01 - Hardware BOM for Optional Call Taker Status Light Pole (One Time)	\$ 274.87	1	20%	\$ 219.90	\$ 219.90

2.0 Cost Assumptions

List any assumptions made to accommodate the above pricing here.

Carbyne APEX license model is concurrent (simultaneous / full time use) positions with total installed (periodic use) positions
Carbyne Control Center Seat Map and Contact Center (Queue Status) Wallboard is included for no charge
Table 2 section 1.0 (All Other Costs) are optional items and not included in the total solution cost

Applicable taxes and regulatory fees are not included in the total cost

Bidder NOT to alter any cells and to complete all cells marked as >

Bidder Name

Carbyne, Inc.

<i>Number</i>	<i>G2G Marketplace Response Table</i>	<i>Response (Yes or No)</i>	<i>Comment</i>
1.0	Bidder is interested in participating in the G2G Marketplace. Participation is Not a requirement.	No	
2.0	If Bidder is interested in participating in the G2G Marketplace: Bidder agrees to extend pre-negotiated blanket purchase orders, contract pricing, terms to Oakland County, and all G2G Marketplace customers.	No	
3.0	If Bidder is interested in participating in the G2G Marketplace, a Pricing applies. Bidders shall agree to provide County with the lowest and most competitive pricing it provides to governmental entities.	No	
4.0	If Bidder is interested in participating in the G2G Marketplace: Bidder agrees to extend Service Provider licensing to Oakland County/G2G Marketplace.	No	
5.0	Bidder has reviewed Oakland County G2G Marketplace Professional Services Contract and will submit itemized descriptions of exceptions with response to RFP.	No	
6.0	Bidder provides all applicable contract(s) as Appendix to RFP response.	No	

EXHIBIT VII-2

**Oak-000000535 - 911 Call Handling Equipment (CHE) Replacement RFP
Addendum 4
Repost of Tables, pages 11-70 to solve pdf alignment issues**

4.5.1 Common Call-Handling Requirements – Architecture

Requirements:	Compl ies	Does Not Comp ly	Parti aly Comp lies
<p>1. OCDIT requires any Bidder providing a proposal in response to this RFP to support the deployment of its solution as a host-remote architecture, either hardware or software-based, with the CHE hosts being located within the Bidder’s or cloud provider’s geo-diverse datacenters. Locating a host within the designated Southfield datacenter is preferred if a local data center(s) is proposed, (one PFN-provided ESInet interconnection point is located here). The current geo-diverse data center in Kentwood is also acceptable, as is any data center with a PFN presence.</p> <p>“Host-remote” refers to a multi-tenant architecture whereby multiple discrete PSAPs (remotes) connect to and share the same call-handling system.</p> <p>Other deployment models will not be considered.</p>	X		
<p>2. Bidder shall interoperate with the OCDIT’s ESInet and NGCS. ESInet is currently provided by PFN. NGCS is currently provided by InDigital.</p>	X		
<p>3. Bidder shall be responsible for working directly with InDigital on troubleshooting any issues related to call presentation in receipt or transfer of calls through the PFN ESInet. Bidder shall update OCDIT and any designees on troubleshooting and progress weekly at a minimum.</p>	X		
<p>4. The solution shall scale to support call volume growth by 50% without requiring replacement of any critical hardware or software component.</p>	X		
<p>5. Failure of any single instance of hardware or software, or physical connection, shall not impact overall solution performance.</p>	X		
<p>6. All network-connected elements shall support at least two redundant network interfaces with automatic failover between them.</p>	X		
<p>7. All powered devices shall include a minimum of two redundant power supplies (each able to power the device alone) which would be connected to separate power circuits provided by OCDIT, OR if a single power supply is used, it would be connected to a power distribution/transfer device provided by the</p>	X		

EXHIBIT VII-2

Requirements:	Com plies	Does Not Comp ly	Partial ly Comp lies
Bidder that includes automatic, uninterrupted failover between the redundant power circuits, in the event of a failure.			

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - Carbyne can deploy the APEX solution at the PFN ESInet for 9-1-1 ingress and PSAP connectivity using a dual, single-site connectivity solution for ESInet and PSAP terminating at PFN POP locations.

Q#2 - Carbyne's architecture proposal will utilize the NGCS provided by InDigital. Please see the attached image.

EXHIBIT VII-2

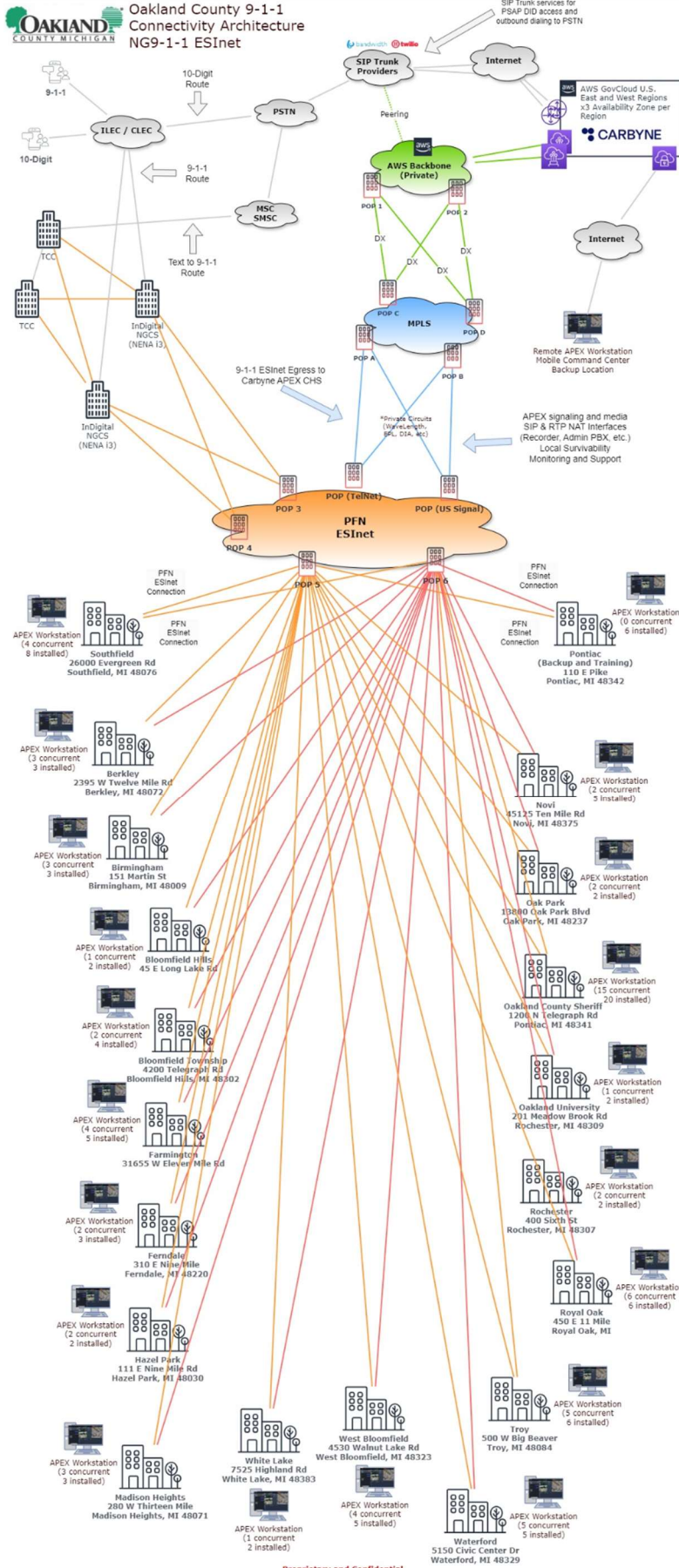


EXHIBIT VII-2

Q#3 - Carbyne has a current working relationship with InDigital and will work with them directly to troubleshoot any issues related to call presentation in receipt or transfer of calls through the PFN ESInet. Updates on the troubleshooting and progress will be provided to the County weekly.

Q#4 - The cloud-native architecture of APEX enables scalability on demand to accommodate spikes in call volume. Additional APEX call handling workstations can be added as needed in support of expanding PSAP capacity and remote workstation operations (mobile command center, backup location, etc.).

Q#5 - There is a large amount of redundancy throughout the Carbyne ecosystem resulting in no single point of failure. Failover capabilities exist throughout the architecture to ensure that in the event of a hardware or software failure, the processing of a call or other data (i.e., location, video, chat) continues without interruption. Carbyne's architecture runs as a cloud native application built on top of Amazon Elastic Compute Cloud. The AWS GovCloud (US) has two distinct regions: US WEST and US EAST. Each of these regions has multiple Availability Zones. Carbyne connects the two regions (US EAST and WEST) using a "Master-Master" replication setup. This results in a disaster-proof configuration whereby a catastrophe in one part of the country would force a switch to the other region to allow for continuous operation. This is the most robust disaster-proof configuration of any vendor in the marketplace. AWS GovCloud (US) Regions are subject to FedRAMP High and Moderate baselines and allow customers to host sensitive Controlled Unclassified Information (CUI) and all types of regulated workloads.

The Carbyne APEX platform operates within three availability zones of redundancy to support high availability. An availability zone is its own physical Tier 4 data center. All availability zones are geographically dispersed, and multiple availability zones are connected via low-latency, high speed, direct connections. These availability zones act as a hot swappable backup for each other. All availability zones are always active, and calls are processed alternatively by each availability zone to ensure that the backup mechanisms are always exercised and working properly. Data is synchronized in real-time between all availability zones using a low-latency, high availability connection as shown in the diagram below.



The Carbyne solution is split into two separate and distinct paths: one for data and one for voice. This results in two connections to every 9-1-1 caller. If the voice connection is lost, the data connection (device location, video, and text) is still available and vice versa. The APEX platform is built as a collection of microservices which take advantage of cloud native capabilities like elastic resources,

EXHIBIT VII-2

N+1 hardware configuration, and unlimited storage. Every microservice runs as multiple instances in their own isolated container environment, so it is not affected by the behavior of any other instance or other microservices. The interaction between microservices is based on “Design by Contract” using well defined APIs. An additional benefit to this approach is the ability to update or hot-fix existing microservices, or add new functionality via new microservices, independent of having to switch out the whole infrastructure at once.

In addition, the APEX platform uses a Hierarchical Supervisor Model (HSM) whereby each component in the call path validates the successful transfer and handling of the call by the next (subordinate) component. In the event of a dropped handoff, the call is redirected to a back-up component, so call handling can continue in an uninterrupted fashion.

APEX will route the 9-1-1 call to a Point of Interface (POI) through multiple secure, IPSEC Tunnels to the PSAP. Again, for redundancy purposes, there are at least two POIs through which the call could be routed. The POIs are connected to the PSAP via the PNSP or RNSP NG Trunks.

Q# 6 - All local hardware that forms part of the Carbyne platform (e.g. firewall, PC) shall contain dual NIC ports to facilitate localized network infrastructure failure of a network switch. Where devices do not support dual-NIC ports (e.g. two devices only - Audio Arbitration unit or IP hard phone) due to manufacturer restrictions, the call taker will have options to handle the failure without negatively impacting overall solution performance. If the voice arbitration unit with IP-controlled dry-contact-closure fails (single NIC), the call taker can handoff the call to another call taker quickly to provide little impact to the caller.

Q#7 - Where possible, components with dual power supplies are provided. The requisite power supplies and UPS units have been included to ensure all powered devices are properly connected to isolated power sources (i.e. separate circuits).

Please refer to the attached Carbyne’s APEX System Requirements & Solution Reference document for an overview of system deployments, hardware and network requirements, and the Carbyne Audio Trigger Module (ATM) described in section 6.5.2. The ATM device is included in the proposed solution. File name: Appendix A_Tab 4.5_Q 1.4_Carbyne APEX System Requirements & Solution Reference

4.5.2 Industry Standards Evolution

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. As industry standards evolve, the Bidder’s solution shall be upgraded to maintain conformance with the current version of established industry standards. The Bidder’s solution shall support new call-handling and security industry standards within 18 months of ratification of applicable industry standards. Conformance requirements apply also to the supporting standards referenced within each standard.	X		

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Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
2. As solution updates are made to maintain conformance, the solution shall not abandon services, features, or functionality in place at the time of the solution upgrade. The Bidder must divulge and justify any performance or feature changes prior to the upgrade and report them to OCDIT and the affected ECC(s) for approval.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - Carbyne’s advanced public safety technology is unmatched in recognition, security, reliability, and other key factors important to the public safety technology community. Carbyne is committed to leading the industry with agile development processes and an evolving product roadmap. Carbyne's APEX call handling ecosystem has been built to optimize the performance of Public Safety Agencies in a true NG9-1-1 environment, as defined by the NENA i3 standard. APEX complies with all relevant APCO, NENA, and FCC standards and will continue to do so throughout the life of this contract and beyond. When there is conflict between individual standards, Carbyne will use the NENA standard.

Q#2 - Carbyne is a SaaS solution, hence all software updates, fixes, upgrades, etc. are pushed from the cloud to the workstation. From a user perspective, when the call station is in a quiescent mode, a pop-up will appear on the screen notifying the user of a new version.

Once this occurs, the user is free to execute the update when they are instructed to do so. Since updates, fixes, upgrades, etc. are controlled wholly by Carbyne, we will work with the PSAP staff to arrange the best time to deploy or push these updates to the CHE (e.g. only push the update and make it available to end users when training has been completed).

4.5.3 i3 Conformance

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The solution shall conform to the latest published/ratified version of NENA STA-010.3d-2021, <i>NENA i3 Standard for Next Generation 9-1-1</i> .			X
2. The solution shall interface with any NENA i3-conformant NGCS and ESInet. For the initial deployment, Bidder’s solution shall assume an i3 interface deployment with the InDigital NGCS.	X		
3. The Bidder shall provide the number of its operational call-handling installations that utilize Presence Information Data Format Location Object	X		

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Requirements:	Compl ies	Does Not Comp ly	Partial ly Comp lies
(PIDF-LO), HTTP ¹ -enabled location delivery (HELD), Location-to-Service Translation (LoST), Additional Data Repository (ADR) queries, and other i3 protocols.			

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - The Carbyne APEX solution complies with various versions of NENA-STA-010, depending on specific support by existing 9-1-1 service providers.

Q#2 - Carbyne is currently deploying to a large PSAP utilizing the InDigital ESInet i3 NGCS. We understand this is the same interface utilized by the PFN ESInet. Carbyne is confident we can support the current needs of the County, and be very responsive to future NGCS changes as the NENA standard and 9-1-1 service provider evolve and add capabilities.

Q#3 - The Carbyne APEX solution is currently deployed utilizing ESInet NGCS providers that support various stages of NENA-STA-010:

- AT&T ESInet (Intrado i3 NGCS)
- NOANET ESInet (Comtech i3 NGCS)
- InDigital ESInet (i3 NGCS) - Pending, currently in deployment
- CO ESInet (Lumen RFAI) - Pending, currently in deployment
- PEMA ESInet (Comtech i3 NGCS) - Pending, currently in deployment
- CalOES ESInet (ATOS, NGA, Synergem, and Lumen i3 NGCS) – Recently certified

Each of these service providers (apart from RFAI) requires and implements HELD, LoST, ADR, and other i3 protocols / interfaces.

4.5.4(A) CHE Network

Requirements:	Compli es	Does Not Comply	Partially Compli es
1. The solution shall align with NENA STA-010.3d-2021, <i>Detailed Functional and Interface Specifications for the NENA i3 Solution</i> , (or its successor document, when ratified).	X		

¹ Hypertext Transfer Protocol

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Requirements:	Complies	Does Not Comply	Partially Complies
2. The solution shall have diverse entrance facilities for ESInet connections into the hosted call-handling datacenters as well as into the designated high-traffic PSAP facilities.	X		
3. Two PSAP connections into each datacenter facility shall be terrestrial (copper or optical circuit), with the option for secondary wireless connection(s), (e.g., long-term evolution (LTE), satellite, microwave, FirstNet, etc.), when deployed by the NGCS provider at a future date. Today's existing PSAP connections to the designated Southfield and Kentwood datacenters can be used by the new call-handling solution, if desired by the Bidder. Please explain the solution for monitoring and supporting these connections if used.	X		
4. The solution shall use open standards.	X		
5. The solution shall support and enforce quality of service (QoS) marking using Differentiated Service Code Point (DSCP).	X		
6. The solution shall provide network traffic convergence of less than 54 milliseconds (ms).			X
7. The CHE network solution shall maintain a Mean Opinion Score (MOS) of 4.0.	X		
8. The Bidder proposed solution(s) will meet the requirements in <u>Appendix B.2 – IP Network Measurement and Reporting Requirements</u> of this solicitation package.			X

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - The Carbyne APEX solution supports the associated call handling interfaces defined in NENA STA-010.3 in coordination with leading ESInet service provider interfaces.

Q#2 - The APEX solution will have diverse entrance facilities for ESInet Connections into the hosted call handling datacenters. Please see our proposed architecture diagram in response to section 4.5.1. Common Call Handling Requirements - Architecture.

Q#3 - The Carbyne APEX solution is a cloud-native call handling system deployed in AWS GovCloud U.S. The proposed solution includes network connectivity from the PFN ESInet Points of Presence (POP) at Southfield (TelNet / EdgeConnex data center) and Kentwood (U.S. Signal data center) to the Carbyne services hosted in AWS. This network connectivity includes managed network equipment, dual / diverse last-mile circuits (Private Ethernet or Wavelength is preferred with DIA as alternate

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based on availability) to each data center, intermediate MPLS (middle mile), and AWS Direct Connect (DX) to the AWS private backbone network. Carbyne utilizes this network connectivity architecture in production today with zero downtime. This solution is designed to preserve call signaling and media as a result of a failure mode (e.g. network device, last mile circuit, MPLS node, AWS DX, etc.).

The offered solution utilizes the existing PFN ESInet connection handoff at the PSAP for end-to-end connectivity between the Carbyne cloud services and the APEX CHS workstation at the PSAP. Proactive monitoring from within AWS, the Carbyne managed network equipment at each data center, and the Carbyne managed network equipment at each PSAP will alert the Carbyne NOC of any developing issues or failures.

Please refer to the attached proposed architecture diagram for additional information.

Q#4 - Carbyne, as a company, is a firm believer in using open standards across its entire architecture, both back-end microservices as well and any front-end UI systems. Both internal and external APIs utilize a RESTful protocol with JSON over HTTPS.

Q#5 - Our solution marks IP packets upon ingress at the BCF (entry) and maintains that DSCP value throughout its transit in the ESInet, and to the egress at the BCF (exit) until the IP packets arrive natively at the BCF.

Q#6 - Carbyne is answering this as partially comply as we will be dependent on the PFN ESInet. Once the PFN network characteristics are confirmed, we will update our response.

Q#7 - Carbyne meets the industry standard of MOS 4.0.

Q#8 - Regarding the requirement in Appendix B.2 – IP Network Measurement and Reporting, subsection B - Outage Reporting: Carbyne is not a Covered 9-1-1 Service Provider and therefore cannot send outage reports to the FCC NORS.

4.5.4(B) CHE Network Documentation

Requirements:	Compl ies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall provide its proposed high-level network design in response to this requirement (transitional and end state, if applicable), including relevant details about what existing IP connectivity will be used, if any.	X		
2. The Bidder shall provide the deployed mid-level design documentation depicting network paths and equipment diversity, prior to acceptance testing.	X		
3. The Bidder shall interoperate with OCDIT’s NG911 provider network interface specifications. (PFN and InDigital)	X		
4. The Bidder shall provide detailed as-built solution documentation to include network and equipment information, (network paths, network providers, BGP information, firewalls, etc.), as well as configured parameters (implemented design).	X		

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Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - Carbyne has included a proposed architecture diagram in this response package.

Q#2 - A deployed mid-level design documentation will be provided prior to acceptance testing.

Q#3 - Carbyne will interoperate with OCDIT's NG911 provider network interface specifications.

Q#4 - An as-built solution documentation will be created and shared.

4.5.4(C) Monitoring and Alarming

Requirements:	Compl ies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall provide physical access monitoring and reporting for all call handling facilities, even if existing connectivity is used with the new solution.	X		
2. The Bidder shall provide automated network node monitoring and alarming in real- or near-real-time.	X		
3. The Bidder shall provide event logging and reporting in real- or near-real-time.	X		
4. The Bidder shall provide ability to replicate select alerts to a third-party monitoring/reporting system.	X		
5. The Bidder shall provide user-definable notification levels and recipients with text and email delivery options.	X		
6. The Bidder shall provide an executive dashboard with (near) real-time updates of alarms, support tickets, and network status.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne monitors the following:

- Software endpoints (PCs RAM and CPU)
- Software error rate
- Software keepalive and uptime
- Total seat count
- Hardware endpoints (SNMP, Ping, Syslog, RAM, CPU)

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- In depth hardware monitoring (port level)
- Circuit infrastructure
- Point of Interconnect / Interface (POI) health check
- Ingress/Egress traffic
- AWS Region health (integrated using a Lambda forwarder to Datadog)
- Third-party vendor infrastructure



4.5.5 Network Operations Center / Security Operations Center (NOC/SOC)

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall provide 24 x 7 x 365 staffed network operations center (NOC)/security operations center (SOC) with hot (preferred) or warm backup.	X		
2. The Bidder shall provide the ability for users to submit, track, and modify tickets by phone, email, and direct information technology (IT) service management (ITSM) user access for incidents, problems, and changes.	X		
3. The Bidder shall provide outward notifications and updates of customer tickets through phone, email, and text.			X
4. The Bidder shall provide fully documented escalation procedures with contact information for all primary and secondary responsible personnel at all levels of escalation.	X		

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Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
5. The Bidder shall provide reason for outage (RFO) reports and regulatory compliance according to Federal Communications Commission (FCC) standards.	X		
6. Preliminary RFO reports are due to OCDIT within five business days of initial report of issue; final root-cause analysis within 30-calendar days of root cause determination including steps taken to prevent issue from occurring again.	X		
7. The Bidder shall provide a media contact for any outage or service failure. The contact information shall be updated annually/quarterly.	X		
8. The Bidder shall provide service management contact for any outage or service failure.	X		
9. The Bidder shall provide its documented and maintained COOP plan.	X		
10. The Bidder shall provide access to technical and executive staff for escalations.	X		
11. The Bidder shall provide NOC/SOC staff trained or experienced with 9-1-1 issues with regular refresher/update training plan.	X		
12. The Bidder shall provide the ability to access and troubleshoot, diagnose, and repair network and systems remotely.	X		
13. The Bidder shall provide the ability and commitment to support the troubleshooting of all service affecting issues, even when it is determined that the root cause of the issue is outside the scope of the Bidder's solution or service. (e.g., provide call traces and log analysis to assist in troubleshooting a NGCS issue).	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - Carbyne operates 24 hours a day, 7 days a week, and 365 days a year, Network Operations Center (NOC) staff which is monitoring the platform system health including:

- Cloud services and infrastructure
- Carbyne platform
- Third-Party services integrated with the platform

Our NOC will dispatch and alert our support teams worldwide in an automated “follow the sun” mode, to help expedite response time and recovery from the relevant region with around the clock alerting and escalating procedures to meet our Support Services obligations.

The initial triage to provide Support Services will be operated by the NOC team (Tier-1 Support

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Services). The engineer on shift will provide troubleshooting in an effort to solve the issue, answer questions and restore the Platform or Software (as applicable) to its functional state.

The NOC engineer will gather as much information as possible from you to understand whether an immediate escalation is needed to avoid any delay with Platform service restoration.

Q#2 - You may submit a Support Services ticket by contacting us via phone, email, or a secure customer internet portal. The NOC will assign an initial tier of Support Services (the tiers are described below) based on the information you provide and will keep you informed of the repair status regularly until the ticket is closed.

Q#3 - Carbyne will provide outward notifications and updates of customer tickets by phone, by email, and through the secure customer internet portal, each referencing the assigned ticket ID.

Q#4 - Please see the attached Carbyne Support Terms & Service Level Agreement document for all escalation procedures, including all listed contact personnel for each level of escalation. File Name: 4.5.6_Carbyne Support Terms & Service Level Agreement

Q#5 - Carbyne will provide RFO reports to the County.

Q#6 - Carbyne will provide an incident report with root cause analysis, actions taken, and preventive measures within five (5) business days.

Q#8 - Please see the attached Carbyne Support Terms & Service Level Agreement document for all listed contact personnel. File Name: 4.5.6_Carbyne Support Terms & Service Level Agreement

Q#9 - Carbyne has a full disaster recovery plan which provides a complete redundancy between AWS US-Gov regions.

Q#10 - Please see the attached Carbyne Support Terms & Service Level Agreement document for all escalation procedures, including all listed contact personnel for each level of escalation. File Name: 4.5.6_Carbyne Support Terms & Service Level Agreement

Q#11 - Carbyne's NOC/SOC staff are trained and experienced with 9-1-1 issues and receive regular training to ensure their knowledge and expertise is always up to date with latest in 9-1-1 and Carbyne's products.

Q#12 - Carbyne's NOC/SOC can access and troubleshoot, diagnose, and repair the network and systems remotely. We may provide on-site Support Services under specific circumstances only and only as agreed upon in writing.

Q#13 - Carbyne will provide an incident report with root cause analysis, actions taken, and preventive measures within five (5) business days.

4.5.6 Call-Handling Technical Support

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall provide a 24 x 7 NOC/SOC for reporting and escalating software and hardware issues beyond Tier 2.	X		

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Requirements:	Comp lies	Does Not Comp ly	Partia ly Comp lies
2. The Bidder shall provide a redundant/secondary/backup NOC/SOC or equivalent support capabilities and capacity in the event the primary center is offline or otherwise unusable.	X		
3. The Bidder shall provide a NOC/SOC COOP that provides for situations when NOC/SOC staff are unable to work onsite (such as the COVID-19 pandemic environment).	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Please refer to Chapter 2 in file: 4.5.6_Carbyne Support Terms & Service Level Agreement.

4.5.10 Solution Validation

Requirements:	Comp lies	Does Not Comp ly	Partia ly Comp lies
1. At the discretion of OCDIT, The Bidder shall ensure independent third-party validation of all mandatory solution requirements and feature functionality prior to cutover of the site.	X		
2. The solution shall provide transparency and access to all SIP messaging, call detail records (CDRs), key performance indicators (KPIs), (e.g., MOS, delay, jitter, packet loss), call logs, and any other data determined to be necessary in order to verify compliance with contractual obligations or to troubleshoot issues.			X
3. The Bidder shall provide documentation of completed results from acceptance testing.	X		
4. The CHE solution shall utilize OCDIT's training center for integration, interoperability, and basic functional testing before completing full acceptance testing at each OCDIT PSAP before going LIVE.	X		
5. Bidder shall provide a full test suite that demonstrates traceability to all requirements where compliance was selected within this RFP for review and approval by OCDIT prior to any testing occurring. OCDIT will review and determine acceptance or modification of test suite.	X		

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Requirements:	Comp lies	Does Not Comp ly	Partia lly Comp lies
Bidder's test suite shall provide test numbers that can be dialed which route to the Training center workstations for the purpose of testing different call types (wireline, wireless, text, etc.) to train new hires.			

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - Carbyne can support independent third-party validation of APEX's capabilities, APEX's features, and on-site infrastructure prior to cutover of the site. Carbyne does not have the authority to grant access for a third-party to access AWS GovCloud and do testing on AWS GovCloud.

Q#2 - Carbyne can provide CDR information via Carbyne Control Center- Event history. Network performance is managed on a multi-tenant instance in the cloud.

4.5.11 Integrated Text-to-911

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall explain the ability to integrate the existing TEXTY solution with the proposed CHE solution, including the ability to transfer text sessions to another PSAP, complete with conversation history	X		
2. If another text-to-911 solution is proposed, the Bidder shall explain how text calls are received, queued, answered, and tracked in the system.	X		
3. The Bidder shall explain disposition of attached multimedia and how text calls are handled by the MIS.	X		
4. The Bidder shall explain how text calls are transferred and shared with other PSAPs, including those that are on the same and other ESInets, as well as any limitations. The Bidder shall explain how conversation history is transferred between PSAPs	X		
5. The Bidder shall provide examples of the applicable UIs (e.g., screenshots).	X		
6. The Bidder shall provide the ability to text from 9-1-1.	X		
7. The solution shall be able to accept SMS text delivery via ESInet connection using the Message Session Relay Protocol (MSRP). The text-to-911 solution shall not require a separate internet connection.	X		

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Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
8. The Bidder shall describe SMS foreign language translation capability.	X		
9. The Bidder shall describe its text messages history feature.	X		
10. Bidders shall provide details regarding transfers between different TCC providers and any limitations.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Describe if your solution accepts SMS message from alarm companies. Add additional lines as needed.

The Carbyne APEX solution includes integrated Text to 9-1-1 within the CHS (an external application is not required). The Text Control Center (TCC) service is not included with this proposal.

APEX includes the capability to receive Text to 9-1-1 calls from the PFN ESInet InDigital NGCS / TCC via SIP and Message Session Relay Protocol (MSRP).

APEX conforms to NENA-STA-010 and ATIS J-STD-110, which requires support for SMS/MMS (text media type only). In addition, as per these standards, SIP session transfer between PSAPs is not supported. APEX will support in-dialog transfer commands (i.e. "T PSAP2") if supported by the TCC interface.

The proposed solution includes the following Text to 9-1-1 features:

- Text to 9-1-1 queue for ACD or Ring All distribution based on skillset
- Preconfigured messages from an intuitive selectable list
- Bidirectional language transcription and translation
- Preconfigured automated text messages sent immediately after answer and before disconnect
- Capture / recording of text conversation (including transcription and translation) and other important call attributes available in the Control Center Events History application
- Programmatic access to all text call attributes (including the real-time text dialog) via Carbyne Records Webhook API (included with proposal)

Carbyne will support individual PSAP preference for integrated Text to 9-1-1 within the APEX client application or the InDigital TEXTY application running in a browser tab on the APEX workstation. A separate internet connection is not required. The InDigital TEXTY application service is not included in this proposal.

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4.5.13 Real-Time Text (RTT)

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall describe plans for supporting real-time-text sessions as a part of its solution or explain any plans to offer this feature in the future.	X		
2. If not currently developed, the Bidder shall provide details of when this capability will be included in the proposed solution as a no-charge upgrade/deliverable.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne is actively developing support for RTT with the expected ability to receive, answer, and process RTT calls in Q1 2025. Once this capability is released GA (or made available to Oakland County as an early adopter), the complete updated features and functionality will be made available to all PSAPs within Oakland County. This update is seamless via Carbyne's continuous delivery process for the APEX cloud-native solution, including push updates to each installed APEX workstation. Prior to the release of RTT, the Carbyne Customer Success Manager (CSM) assigned to Oakland County will provide sample advanced notification of the update, including new release notes and updated user guide. At this time, Oakland County can request additional training for the new capability prior to delivery. The RTT feature update, coordination of delivery, and additional training are all included with the proposed solution (no additional charges apply).

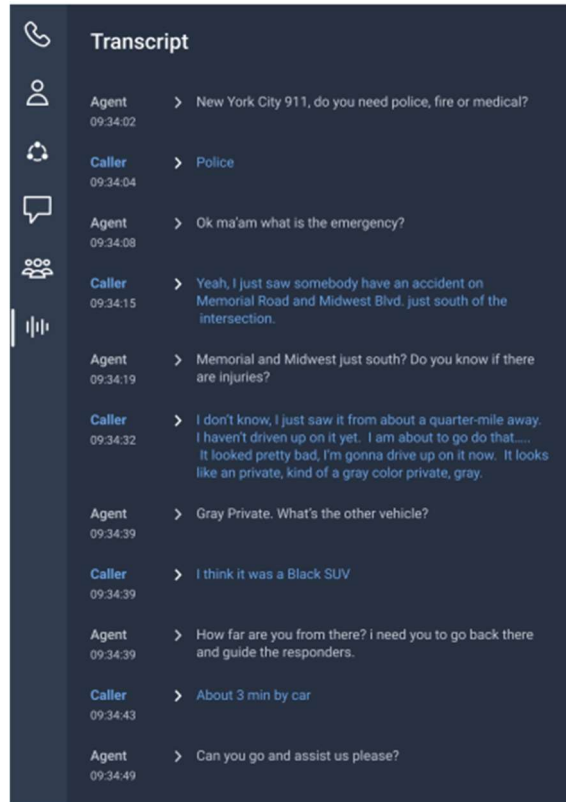
4.5.14 Transcripts of Calls

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The solution shall provide the ability to translate the 9-1-1 voice call to a text record or documented dialogue. Bidder shall clearly state if this feature is available today, or if it is a roadmap item to be delivered in the future. Additionally, Bidder shall state whether it is (or will be) an over-the-top solution or integrated within the provided application. Bidder shall also clearly state if costs associated with this capability are included or additional.	X		

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Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Current functionality of APEX provides the ability to transcribe voice calls to a text record. Transcription is integrated within APEX and is visible in the transcription pane. The transcription is supported for active, ongoing calls, and available for review for parked and recent calls. The transcription is saved to the event record and accessible in Events History. The transcription will display for the entire call, will the ability to scroll up to view transcription from earlier in the same call.



APEX additionally offers translation services with many languages available. If APEX supports the callers non-English native language, APEX users can see the caller's transcription in both the native-language and in English. Additional costs are associated with this capability "APEX Transcription & Translation" and are listed in the price proposal.

4.5.15 Status Lights

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The solution shall be capable of displaying call taker status visually, for example, busy / available / needs assistance, etc. This can be provided via color schemes on call taker screens or via light poles. Bidder shall describe their solution.	X		

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Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

The call taker status is displayed visually via color schemes on the call takers screen, seen in "StatusDisplay.PNG", on the Wallboard Seat Map seen in "SeatMap.PNG", and/or via light poles. An agent can indicate he/she needs assistance using the hand-raise feature on the call taker's screen, which then is displayed as a red hand on the Wallboard Seat Map, along with a configurable audio cue.

We support the following indicators:

1. Indicate the status on the Wallboard (available, unavailable, handling a call) – included with the proposed solution
2. Light poles - show if a caller is in a call (red) or if there is a radio activity (green) – light pole device not included, offered as an option with the proposed solution
3. Station Statuses - displays the status of the station on the UI – included with the proposed solution

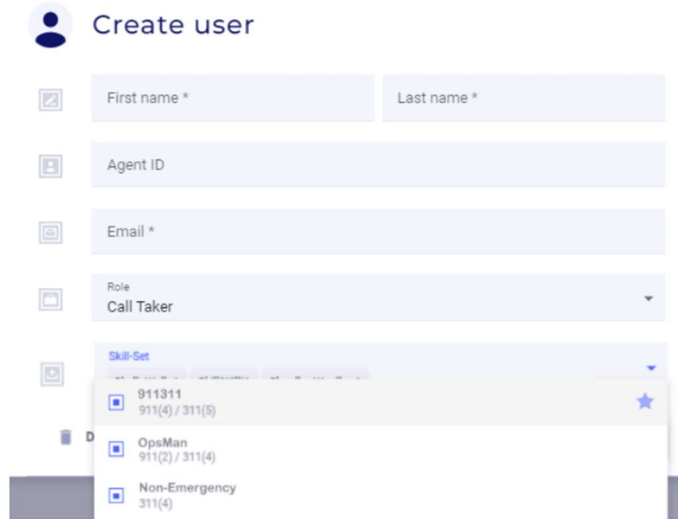
4.5.16 User Profiles

Requirements:	Com plies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall provide user profile settings, which are retained between logins, during upgrades, and between sessions (i.e., logoff and return next day).	X		
2. Profiles shall be stored on the network and be available from any workstation on the same call-handling system, (at other PSAPs, the Training center, etc.).	X		
3. The solution shall be capable of establishing skills-based profiles. Bidder shall describe this feature and identify any constraints or restrictions.	X		
4. Access to call-handling assets (e.g., trunks, lines, queues, speed dials, configurations, screen layouts, etc.) may be controlled by a user's profile.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

APEX can provide customized layouts per user. Users are created and managed by administrative users in Control Center. APEX users can be assigned multiple skill sets and a default skill set, that will be automatically selected upon log-in.

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On APEX, an agent can easily switch from one assigned skill set to another assigned skill sets. An agent will also have access to speed dials, contacts, groups, and can view a list of waiting calls and abandoned callers. A user can login to any workstation configured to the PSAP's tenant regardless of the physical location of the workstation.

4.5.17 Redundancy, Reliability, Availability

Requirements:	Compl ies	Does Not Comp ly	Partial ly Comp lies
1. The solution shall automatically (i.e., without manual intervention) transfer or failover core processing functionality from one call handling node to another upon detection of a problem that impacts the system's ability to meet the 99.999% service level requirement (SLR).	X		
2. During such an event, call-handling capacity and performance shall not be degraded.	X		
3. It shall be possible to manually switch core-processing functionality back to its normal operating state, as well as to have the system automatically recover and resync once a problem is corrected.	X		
4. The Bidder shall provide a detailed description of how the solution achieves 99.999% availability.	X		
5. Core-processing functionality may be distributed across two or more call-handling datacenters.	X		

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Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
6. Each call-handling datacenter shall have sufficient configured capacity to support 125% of busy-hour 9-1-1 call volume and call-mapping functionality for all ECCs served by that call-handling system.	X		
7. The solution shall support remote call-taking capability via virtual private network (VPN) connections over the public internet. Both Bidder-provided laptops, as well as workstations in remote locations or mobile command vehicles. Bidder shall explain their available solutions.	X		
8. The Bidder shall describe the solution’s hot-seating capabilities. “Hot-seating” is the ability for a telecommunicator from one ECC or agency to login at a workstation at a different ECC/agency, or the training center, and have their “home” assets [e.g., trunks, lines, queues, speed dial lists, screen layouts, map, etc.] available at the other site, (assuming both ECCs/agencies are co-tenants on the same system).	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

APEX is run on multiple AWS US-Gov Cloud Availability Zones (AZ) to ensure seamless service even given a service interruption and allowing for backup and disaster recovery scenarios. The transition from one AZ to another will not impact call-handling capacity and performance. APEX is a cloud-native solution that allows for auto-scaling to support influx in call traffic. APEX supported remote call-taking capability via VPN connections over the public Internet. If a call center does not have any agents logged in to APEX (READY or On-Break status), the call will send 486 (Busy Here) errors towards the ESInet. The County can configure routing preferences with their ESInet provider.

In relation to "hot seating," APEX allows a user to access a network of multiple communications centers from the same physical workstation. For example:

1. Call Taker from PSAP1 logs onto PSAP1 from a workstation at PSAP2
2. Call Taker from PSAP2 logs onto PSAP1 from a workstation at PSAP2

4.5.18 Long-term Availability

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall provide 12 months’ (minimum) advance written notification to OCDIT for any end-of-life (EOL) or end-of-support (EOS) component, with a			X

EXHIBIT VII-2

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
plan for how the affected component(s) will be replaced without affecting service.			
2. The proposed solution shall be supported by the manufacturer(s) for a minimum of five years (plus any optional contract extensions) from the date of full system acceptance by OCDIT.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

All hardware required for the APEX solution will be supported by the manufacturer for a minimum of five years from the date of full system acceptance by the County. Carbyne will provide the County with written notifications on any end-of-life or end-of-support notices related to this hardware as soon as notices are made aware to Carbyne.

4.5.19 CAD Interoperability

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The solution shall support the computer-aided dispatch (CAD) system interface as described in NENA-STA-027.3-2018, <i>NENA E9-1-1 PSAP Equipment Standards</i> .	X		
2. The solution shall support both serial and IP-based connections.	X		
3. The solution shall support a bi-directional interface with the CAD system.	X		
4. Bidders' solution shall detail the process to import and export phone book data from the CHE into CAD and vice versa.	X		
5. Solution shall support CHE to CAD cut/paste feature and describe how this functionality will be enabled.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

APEX supports a NENA-compliant CAD spill. APEX has a RESTful API that Carbyne can make available to Oakland County's CAD application and vendor to establish an integration between APEX and CAD. This integration can provide a bi-directional interface with the CAD System. Each data that

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can be marked and copied in the CHE UI can also be pasted into the CAD system.

Upon integration with the CAD, the CHE has 2 ways to integrate with the CAD and feed it with data:

- Serial connection - ANI/ALI spill – RS232 Integration
- CAD over HTTP

4.5.20 ECC Hardware

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. Bidder must provide all new ECC hardware (e.g., monitors, keyboards, mice, headsets, phones, and remote-access laptops), and it must all be new and covered by (extended) manufacturer warranty for no less than five years from the date the device is placed into operation.	X		
2. Solution must provide radio arbitration with Oakland’s existing Motorola radio system allowing Oakland PSAPs to use their Motorola headsets (Plantronics/Poly) with the Bidder’s solution.	X		
3. Bidder’s solution can provide one pair of wires for analog receive audio from the phone and a second wire pair that receives analog talk-out audio from the dispatcher.	X		
4. Whenever supported by the device manufacturer, all servers, switches, routers, firewalls, and other devices within the solution shall be configured with redundant power supplies and redundant network interfaces.	X		
5. The Bidder shall work with the ECC to interface/integrate Host-Remote positions in their existing mobile command and control assets with wireless (LTE, FirstNet, Satellite, etc.), or internet-based connectivity via Bidder-provided laptops, into the CHE service.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne will provide all new front room hardware that is covered by manufacturer warranty for the contract term per the attached Bill of Materials (file name: 4.5.20_Carbyne Bill of Materials). Carbyne will provide audio arbitration with the County’s existing radio system.

Whenever supported by the device manufacturer, Carbyne shall install devices with redundant power supplies and redundant network interfaces. Any redundant single-power devices will be connected to diverse power sources provided by the County. Carbyne will work with the ECC to integrate their existing mobile command positions with wireless or internet-based connectivity.

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4.5.21 Human-Machine Interface (HMI)

Requirements:	Compl ies	Does Not Comp ly	Parti aly Comp lies
1. The solution shall comply with NENA 54-750, <i>NENA/APCO Human Machine Interface & PSAP Display Requirements</i> and provide an explanation of any areas of non-compliance with the standard.			X
2. If a call is default-routed or otherwise diverted to a destination other than the normally intended destination, the call-handling solution shall recognize and present the originally intended destination and the reason why the call was diverted (reference sections 3.3.CC of NENA 54-750).	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

The HMI (APEX UI) consolidates and presents emergency information received via IP, cellular, telematics and public switched telephone network (PSTN) devices to the call taker in an efficient end-user format.

If a call is default-routed or otherwise diverted to a destination other than the normally intended destination, APEX UI will display the originally intended destination within the Intelligence pane and, when applicable, display the reason why the call was diverted.

4.5.22 Distinctive Ring Tones

Requirements:	Compl ies	Does Not Comp ly	Parti aly Comp lies
1. The solution shall provide a distinctly different ring tone for 9-1-1 calls, administrative calls, and text messages.	X		
2. The solution shall support user-selected, distinctive ring tones for each automatic call distribution (ACD) queue or call type.	X		
3. The solution shall provide distinctive ring tones to be customized by agent role or login.			X

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne has the capability of setting distinctive ringtones per queue and will consider developing the ability to provide distinctive ringtones by login if required by the County.

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4.5.23 Conference Controller

Requirements:	Comp lies	Does Not Comp ly	Parti ly Comp lies
1. The conference controller shall enable the telecommunicator to add an outside caller or inside caller to an in-progress “live” call while remaining on the line, with no limitation as to what type of call the telecommunicator is handling.	X		
2. The conference controller shall automatically control the audio levels (AGC) of the calling parties so that no degradation of voice quality occurs.	X		
3. The original telecommunicator shall be able to mute/unmute (i.e., disable/enable the microphone of) any party on the conference.		X	
4. The original telecommunicator shall be able to deafen/undeafen (i.e., disable/enable the earpiece/speaker of) any party on the conference without muting that party’s audio (i.e., allow the telecommunicator to speak to others on the conference, without that party hearing, while still able to hear that party).			X
5. The original telecommunicator shall be able to select and drop any party from the conference.	X		
6. The original telecommunicator, or any of the conference parties, shall be able to drop out of the conference without disconnecting the original caller.	X		
7. The conferencing feature shall support, at a minimum, any combination of up to six parties.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#3 - Carbyne is already considering developing the ability to mute/unmute any party of the conference by the original telecommunicator. Development can be accelerated if required by the County.

Q#4 - Carbyne supports attended transfer, in which the original party is put on hold and is deafened while the original telecommunicator adds an additional participant to a conference. Carbyne is already considering developing the ability that would allow the original telecommunicator to still be able to hear that party.

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4.5.24 Call Monitoring

Requirements:	Com plies	Does Not Comp ly	Partial ly Comp lies
1. The solution shall allow authorized ECC personnel to listen quietly to another telecommunicator's live conversation.	X		
2. The monitoring feature shall be controlled by the authorized personnel's credentials.	X		
3. Monitoring shall include the option as to whether the telecommunicator being monitored is made aware (visually or audibly) when their call is being monitored.	X		
4. Monitoring shall not degrade the audio quality of the call.	X		
5. The Bidder shall describe its options, or plans, for supporting a call-monitoring-like functionality for text-to-9-1-1 sessions.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Authorized ECC personnel can listen quietly to another telecommunicator's live conversation or monitor a text-to-9-1-1 session based on Roles Based Access Control (RBAC). A user with trainer or admin role permission can discreetly monitor another telecommunicator, without the knowledge of the telecommunicator or caller. During call monitoring, the authorized ECC personnel's workstation displays the same information as the telecommunicator's station.

For a text-to-9-1-1 session, the authorized ECC personnel can monitor the session. For an active call, the authorized ECC personnel can hear the conversation between the telecommunicator and caller. The authorized ECC personnel will automatically be muted. He/she can unmute their microphone to talk to the telecommunicator, but the caller will not hear him/her. This is known as Whisper Mode. The Whisper Mode feature can be used to audibly make the telecommunicator aware that he/she is being monitored. To speak and be heard by both the telecommunicator and caller, the authorized ECC personnel can swap to the Barge feature. Using the Barge feature will create a conference (three-way call) with the authorized ECC personnel, the telecommunicator, and the caller.

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4.5.25 Call Barge-In

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The solution shall allow authorized ECC personnel to listen quietly and mute/unmute (barge-in) while listening to another telecommunicator's live conversation.	X		
2. The feature shall be activated by utilizing a mouse or an easily invoked keyboard command.	X		
3. This feature shall not degrade the audio quality of the call.	X		
4. This feature shall be configurable to provide a tone to announce the barge-in.	X		
5. The telecommunicator or supervisor is then part of a three-way call with the caller and original telecommunicator.	X		
6. The Bidder shall describe options or plans for supporting a barge-in-like capability for text-to-9-1-1 sessions.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

An authorized ECC personnel can monitor another telecommunicator's station, allowing he/she to listen quietly and mute/unmute (barge-in). Call Barge-In functionality can be initiated from the call section Barge button if the ECC personnel are in Monitor mode. If the ECC personnel are not in Monitor mode, he/she can initiate Call Barge-In functionality from the Agent Status Pane when the telecommunicator is in an active 2-party call. Call Barge-In allows the ECC personnel to then be part of a three-way call with the caller and original call taker. The ECC personnel can be heard by all other people in the call unless the user mutes his/her own microphone. An authorized ECC personnel can monitor a telecommunicator on an active text-to-911 session. The ECC personnel can barge into the session allowing for the ability to type and send messages from his/her workstation to the text-to-911 receiver.

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4.5.26 Callback

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. Callback of any 9-1-1 “call” (i.e., wireline, wireless, telecommunications device for the deaf/teletypewriter [TDD/TTY], text, and Voice over IP [VoIP} callers) shall be based on the calling party number.	X		
2. The solution shall utilize the calling party number (CPN) of a 9-1-1 caller to invoke the callback process.	X		
3. The solution shall call back wireless or VoIP 9-1-1 calls utilizing the caller’s telephone number, located within the PIDF-LO fields and automatically recognize +1 calls.	X		
4. The solution shall use the Caller ID (CID) information to allow a callback to an administrative caller.	X		
5. Any required dialing prefix digit(s) insertion/deletion (e.g., adding +9 or removing the area code) shall be automatic and not require manual input.	X		
6. The callback function shall require only a single mouse click.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

APEX supports both automated callbacks to abandoned callers, automated SMS to abandoned calls, and for the agent to make a manual call back. The automated capabilities can be configured per queue (911, admin, etc.).

The callback of any 9-1-1 call will be based on the calling party number. APEX utilizes the calling party number (CPN) of a 9-1-1 caller to invoke the callback process. APEX uses Caller ID (CID) information to allow a callback to an administrative caller. A manual callback can be done with a single mouse click.

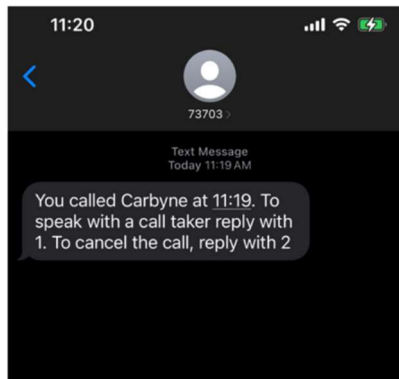


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4.5.27 Abandoned Calls

Requirements:	Comp lies	Does Not Com ply	Partia lly Comp lies
1. The solution shall provide a visual and audible indication for abandoned calls.	X		
2. The solution shall display the number of abandoned calls from the same callback number.	X		
3. The solution shall clear the abandoned call count display upon successful callback and answer of the telephone number.			X
4. The solution shall provide a configurable option allowing for an automatic response to an abandoned call.	X		
5. The solution shall provide each individual agency with the ability to configure the automatic-callback option to be enabled or disabled by the agency.	X		
6. The solution shall allow the system to automatically attempt to return a call and/or text message to an abandoned call, and to prompt the recipient of the call to take an action (e.g., press 1 to notify the agency that no assistance is needed; press 2 to be routed to 9-1-1).	X		
7. The solution shall provide abandoned call reports as part of its MIS.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

The APEX UI has a visual and audible indication for abandoned calls. The UI will display to the agent a stack of abandoned calls in the abandoned calls pane. The abandoned call will clear from the display upon successful manual callback. APEX provides the functionality for an automatic SMS response to an abandoned call or an automatic callback. An automated SMS or callback will not clear the abandoned call but will update the status of the abandoned call., e.g. "Unreachable" "Disregard Call" "Requires Call Back."

The County can choose for APEX to automatically send an SMS or callback to an abandoned caller. Both the SMS and callback will prompt recipient of the call to take an action, "To speak with a call taker reply with 1. To cancel the call, reply with 2," seen in "AutomaticSMS.PNG" This SMS will be branded to the County's desired verbiage per tenant. For an automatic callback, if the recipient of the call responses with "1", indicating he/she wants to speak to a call taker, the APEX will transfer the recipient of the call to a pre-configured queue and presented to an available agent. Abandoned call reports are available in Carbyne Analytics.

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4.5.28 Repeat Callers

Requirements:	Comp lies	Does Not Com ply	Partia lly Comp lies
1. The solution shall provide a caller history feature that displays the date and time of the last 50 to 100 previous calls from the same number and include notes provided by the telecommunicator(s) who handled the previous calls.	X		
2. The solution shall identify the repeat-call condition to the telecommunicator.	X		
3. The solution shall allow agencies to specify that new calls from the same caller (within a configurable period of time) shall be routed to the same telecommunicator who handled previous call(s), if that telecommunicator is available.		X	
4. The Bidder shall describe capabilities for identifying and managing abusive repeat callers (e.g., non-service initialized [NSI] wireless phones, telephony denial of service [TDoS], location).	X		
5. The Bidder shall describe system capability to allow call history printing from a snapshot as well as to retrieve printable call history reports. Advise how long call history data will be available for access/reference by OCDIT	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#3 - Carbyne will work with the County to better understand the specific perimeters around this requirement.

Within Control Center – Events History, an admin-user can search for a phone number and see all caller history with the date, time, and data associated with each call. Carbyne has a default data retention period of two (2) years. This period can be adjusted to meet the County’s data retention policy. Call data is tied to the call event and can be exported as csv file or pdf report. On the APEX UI, the Recent Calls pane will display the list of calls taken by the user and searched to filter by phone number.

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4.5.29 Real-time Queries

Requirements:	Com plies	Does Not Comp ly	Partial ly Comp lies
1. Telecommunicators shall have the ability to query telephone numbers, in real time, with a date/time range to retrieve call information for all calls—9-1-1 and non-9-1-1—received from a telephone number.	X		
2. Telecommunicators do not have to be on an active 9-1-1 call to retrieve this information.	X		
3. Telecommunicators shall have the ability to manually query for location information by entering a 10-digit number, and the number could be a wireline number or be a wireless or VOIP pANI.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Currently, the option to query phone numbers is enabled only through Control Center – Events History. This capability will be enabled within APEX. The ability to query will be applied for both emergency and non-emergency calls as well as to ongoing calls, recent calls, abandoned calls and parked calls.

4.5.30 Speed Dials

Requirements:	Com plies	Does Not Comp ly	Partial ly Comp lies
1. The solution shall provide separate and multiple speed-dial lists for each group: <ul style="list-style-type: none"> a. System wide (enterprise). b. ECC/Agency (local operations); and c. Personal (by role or login ID). 			X
2. The system administrator shall maintain the enterprise-wide speed-dial list.	X		
3. The ECC-wide speed-dial list is managed by the local system administrator at the ECC.	X		
4. Telecommunicators will maintain their own personal speed-dial lists. Agency should be capable of turning off personal speed-dial lists.	X		

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Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
5. The solution shall provide access to speed dials with a minimum of mouse click actions.	X		
6. The solution shall provide a hierarchical organization of speed dials (up to at least five levels deep), in which a list entry may refer to a single speed dial or another list.			X
7. The solution shall allow alphanumeric entries, e.g., 1-888-911-HELP.	X		
8. The solution shall allow extra digits or codes necessary to automatically dial a number and complete a call based on line type (e.g., long distance access, personal identification numbers [PINs], and star-code transfers).	X		
9. Telecommunicators shall not need to take any action to immediately access speed-dial list changes.			X
10. The solution shall associate content (files, links, etc.) with a speed-dial entry to include images, video, floorplans, comments, etc. The Bidder shall describe if and how this content is searchable.			X
11. The solution shall allow display of speed dials in either list form or graphical form (i.e., as a grid of clickable buttons, icons, graphics, and/or images).	X		
12. When a speed dial or list is assigned to a button that appears in the telecommunicator UI, the solution shall allow for the display (in a popup window) of a user-selectable set of fields when the mouse pointer hovers over the button.	X		
13. The Bidder shall describe how additional information is entered and associated with an entry.	X		
14. The Bidder shall describe search functionality (ECC prefers search-as-you-type capability).	X		
15. The Bidder shall describe options for uploading and using user-provided icons/graphics/images for speed-dial buttons.	X		
16. The Bidder shall support speed-dial entries/buttons that are dynamically populated with agencies (e.g., law enforcement, fire/rescue, emergency medical services [EMS], poison control, animal control) and services (e.g., towing, language translation) based on the caller's location.	X		
17. The solution shall support a minimum of ten speed-dial entries per service area (analogous to a legacy emergency service zone [ESZ]).	X		

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Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
18. The solution shall support intelligent manipulation of the dialed digits (e.g., area code removal for 7-digit local dialing, adding '+1' for 11-digit dialing, etc.).	X		
19. The Bidder shall describe all methods of speed-dial import and export (e.g., comma-separated values [CSV], Structured Query Language [SQL], XML, etc.).	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - Carbyne will provide separate and multiple speed-dial lists for each Customer tenant to support local operations. Carbyne is already considering the development of some Enterprise capabilities. Development can be accelerated if required by the County.

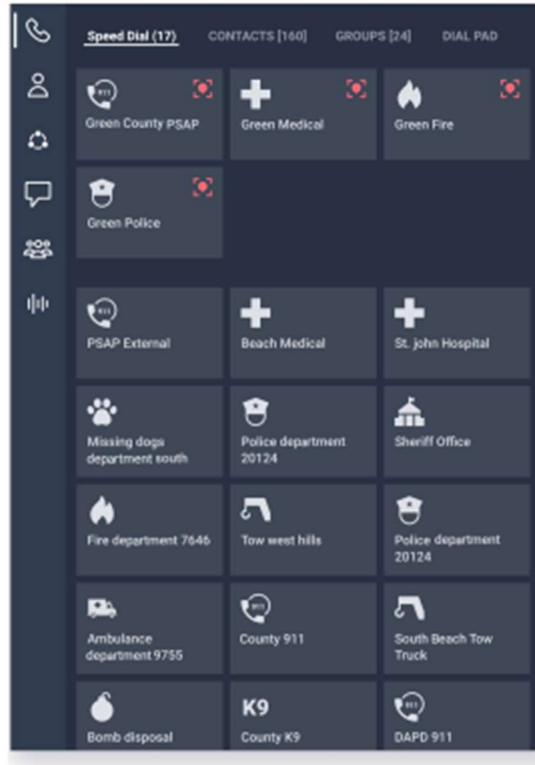
Q#6 - Carbyne provides the County the ability to create speed dials, contacts, and organize contacts by group. Carbyne supports Call via ESInet LoST Service, in which (when this service is provided by the ESInet provider) the LoST protocol maps the caller's device location to the agencies responsible for that jurisdiction. The speed dials of these agencies will dynamically move to the top of the Call Handling Pane Speed Dial section. Carbyne is considering the development of organization of speed dials if required by the County.

Q#10 - Carbyne currently provides the ability to include comments associated with a contact. This comments can be displayed from the APEX UI. When configuring speed dials within Control Center, the admin user can choose from a set of icons that will be associated with the speed dial and be visible on the APEX UI. The ability to upload and associate content with a speed-dial entry will be considered for product development based on the County's needs.

One-click speed dialing is available in APEX. By choosing the Speed Dial tab, users will be presented with the list of defined speed dials in the system.

The speed dials are displayed in a grid of clickable buttons. Each speed dial button can have an optional Icon. The order of the speed dial button is defined in the system and can be changed as necessary.

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Within Control Center, contacts, groups, and speed dials are created and managed by admin-users. A user can create a contact with input fields: Name, Groups, Contact Phone Number, Label, Transfer Method, and Notes. To create a speed dial, the contact is first selected as a speed dial and then prompted to complete the input fields: Speed dial Phone Number, Label, Transfer Method, Speed Dial Short Name. The icon can be edited and is optional.

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 Edit contact

Name *
Carbyne PD

Groups
Police Departments X

★ Speed dial Contact Info * Label Transfer Method
+18018914299 CPD 911 Regular ▼

Speed dial short name *
CPD 911

⊖ Contact Info * Label Transfer Method
+13473314045 Front Desk Regular ▼

⊖ Contact Info * Label Transfer Method
+12123801159 Non-Public Regular ▼

+ Add Another Contact Info

Notes

Front desk hours:
M-F 0600-2200
SS 0900-1700

DO NOT TRANSFER CITIZENS TO THE NON-PUBLIC NUMBER. This number is for
dispatch to directly communicate with front desk technicians.

 Delete  Cancel  Update

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4.5.31 Automatic Call Distribution

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The solution shall provide ACD functionality with different queues for different call types (911, administrative, text, wireline, wireless, etc.). (Currently, Oakland County Sheriff is the only PSAP utilizing ACD functionality, but OCDIT require the ability to deploy it elsewhere at any point during the term of the contract).	X		
2. The solution shall permit trained and authorized OCDIT staff to provision ACD-related queues, routing, and telecommunicator skill settings, as needed.	X		
3. The solution shall support, at a minimum, the following ACD next-available-telecommunicator selection algorithms on a per-queue basis:			X
a. Longest idle.	X		
b. Top down.	X		
c. Round robin.	X		
d. Ring all.	X		
4. The solution shall provide the ability to change roles without having to log out and log back in.	X		
5. The solution shall display to a telecommunicator the number of calls in each queue.	X		
6. The solution shall toggle between “ready” and “not ready.” While ready, telecommunicators can receive calls presented through the ACD queues. Likewise, ACD calls are not presented to telecommunicators who are not ready.	X		
7. The solution shall provide the option to require a telecommunicator to select from an agency-defined list of reasons when changing their status to “not ready.”	X		
8. In a “longest idle” ACD environment, switching to “not ready” shall not reset the timer used to determine “longest idle” status.	X		
9. The solution shall provide a configurable option of forced (automatic) answer of ACD calls, which connects 9-1-1 callers to the next available telecommunicator, without any action needed on the part of the telecommunicator.	X		

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Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
Optionally, forced answer can provide an audible alert to the telecommunicator prior to connecting the 9-1-1 caller to the telecommunicator.			
10. The solution shall provide an optional, automatic, and configurable “wrap up” period following the end of a call. During this period, the telecommunicator is considered unavailable for ACD calls and may perform post-call tasks without interruption. Once the wrap up period expires, the telecommunicator is automatically made available for ACD calls.	X		
11. The solution shall support the ability of each telecommunicator to record automatic greetings, in their own voice, for each queue or call type. This enables consistent call answering, as well as giving the telecommunicator a notification of the type of call they are about to handle.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

APEX provides ACD functionality with different queues for different call types (911, administrative, text, wireline, wireless, etc.). Users assigned the Administrator role will have access to Control Center and authorization to provision ACD-related queues, routing, and telecommunicator skill settings, as needed. APEX currently supports ACD selection algorithms ring all, longest idle agent and ring-tier.

Using APEX, the telecommunicators can toggle between “ready” and “not ready.” When a telecommunicator is “not ready” he/she can move into different skillsets, and no calls are presented. While in “ready”, telecommunicators can receive calls presented through the ACD queues.

In a “longest idle” ACD environment, switching to “not ready” does not reset the timer used to determine “longest idle” status.

APEX supports a configurable option of forced (automatic) answer of ACD calls, which connects 9-1-1 callers to the next available telecommunicator, without any action needed on the part of the telecommunicator. If forced (automatic) answer is configured, APEX can optionally support an audible alert to the telecommunicator prior to connecting the 9-1-1 caller to the telecommunicator.

APEX provides an optional, automatic, and configurable “wrap up” period following the end of a call. The "wrap up" period is configurable between 0-300 seconds. During this set period, the telecommunicator is in a "not ready" status and therefore is unavailable for ACD calls and may perform post-call tasks without interruption. Once the wrap up period expires, the telecommunicator is automatically moved to a "ready status" and made available for ACD calls.

APEX supports “agent greetings,” the ability of each telecommunicator to record automatic greetings, in their own voice, for each queue or call type.

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4.5.32 Real-time Statistics

Requirements:	Compl ies	Does Not Comp ly	Parti ally Com plies
1. The solution shall provide an option for one or more wall-mounted monitor/television displays for presenting real-time call information as configured by the ECC.	X		
2. Display information shall include, at a minimum:	X		
a. Name of queue or call type/category.	X		
b. Number of calls in queue or call type/category.	X		
c. Longest call-in queue or call type/category.	X		
d. Number of telecommunicators logged in.	X		
e. Number of telecommunicators available for calls.	X		
f. Number of telecommunicators not ready.	X		
3. The solution shall support configurable thresholds for color and audible alerts.	X		

An example of the kind of display being requested is shown below:

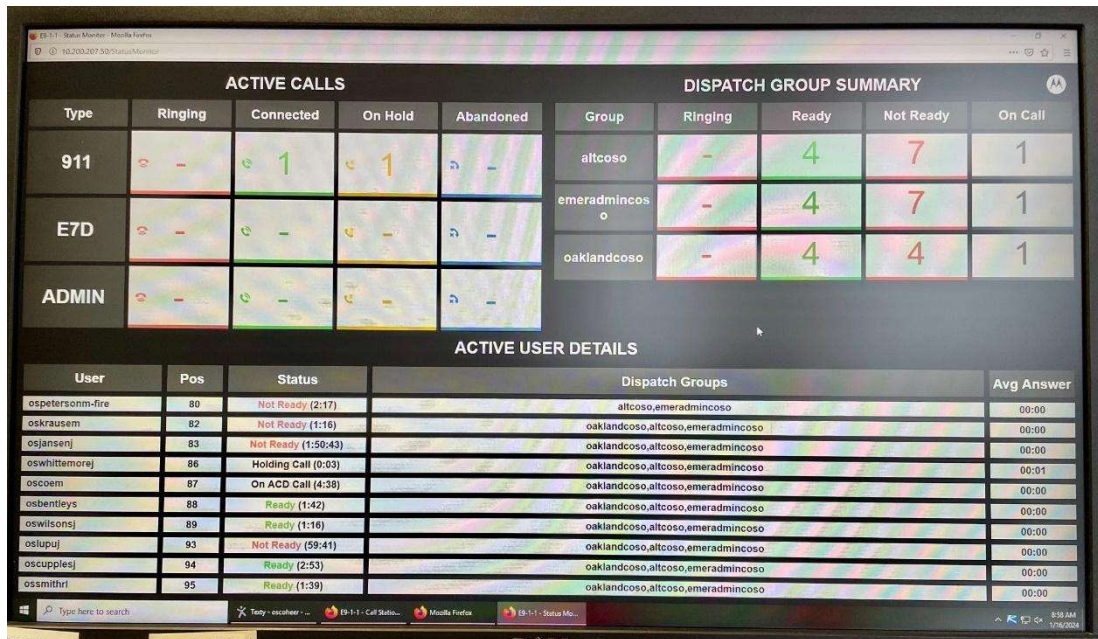
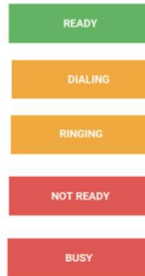


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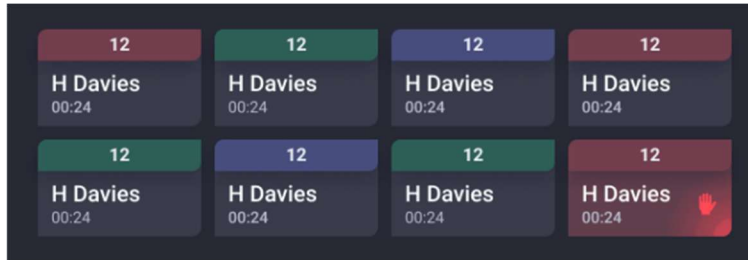
Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne Wallboards contain several displays:

- Queue status - reflects real-time monitoring of the communications center metrics and help managers to make data-driven decisions with an immediate impact on call taker response times. The Queue Status displays data about waiting calls and call takers.



- Seat Map - displays of the physical stations positioned on the communications center floor, with a live indicator of the current call taker/station status, including if the call taker requests assistance or experiences a network issue.



- Video Board - The video board wallboard enables site administrators and RTCC detectives to view up to six videos simultaneously, streamed from the Caller Interface to the communications center.

In addition, the analytics part in Control Center displays some statistics related to the PSAP functionality like Agent Time Statistics and Answer Time Statistics.

4.5.33 Call Mapping

Requirements:	Compl es	Does Not Comp ly	Parti al ly Compl ies
1. The HMI shall display emergency event location and calling device location information on a map display.	X		
2. Map display configuration (e.g., map scale, base map data, iconography, caller/event location display rules) shall be determined by the user's profile/role.	X		

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Requirements:	Compl es	Does Not Comp ly	Parti al ly Compl es
3. The HMI shall provide the ability to display updated location (from CHE re-bids) on the map display in real time.	X		
4. The HMI shall display z-axis location data received by value or reference.	X		
5. The HMI shall display the z-axis uncertainty estimate and estimated accuracy.	X		
6. The HMI solution shall convert 3D (x, y, z)-axis information back to 2D (x, y) data if required for the CAD, sometimes known as flattening.	X		
7. The HMI solution will implement the NENA 3D GIS specification within 18 months of becoming available, including implementing “fallback” to 2D capabilities for queries to any direct or recursive ECRF that does not have 3D support.	X		
8. The HMI shall provide the ability to accept or reject the update request results.			X
9. If previous calls/incidents are shown on the display, the HMI shall provide the ability to configure how long previous calls/incidents will remain on the display before being automatically removed/hidden.	X		
10. The HMI shall provide the ability to draw and label, modify, and delete geometric shapes or points on the map display.	X		
11. The HMI shall provide the ability to make such dynamic features private (i.e., visible only to the creating agent), visible to specific groups (i.e., roles, agencies), or visible to all users.	X		
12. Such dynamic features shall be able to be captured and stored for easy reuse.	X		
13. The HMI shall have the ability to “zoom” the map display.	X		
14. Zoom parameters (e.g., default zoom level when call arrives; appearance of various features, information, iconography, and layers at different zoom levels) shall be configurable based on user role.	X		
15. Zoom history shall make it possible to return to the previous zoom level with a single click (up to ten steps back).	X		
16. It shall be possible to return to the default zoom level with a single click.	X		
17. The HMI shall provide the capability to pan the display.	X		

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Requirements:	Compl es	Does Not Comp ly	Parti al ly Compl es
18. Pan history shall make it possible to return to the previous pan location with a single click (up to ten steps back).	X		
19. It shall be possible to return to the current call location with a single click.	X		
20. The HMI shall provide the ability to set default geographic information system (GIS) layers that are visible based on user login/role, and to manually select/unselect individual GIS layers for display.	X		
21. The HMI shall provide the ability to search for a location using either: a) geo-coordinates, b) civic addresses, or c) common place name.	X		
22. The HMI shall display location search results to the call-taker.	X		
23. If multiple results are returned, each shall include a confidence/match-score and clicking on a result shall re-center the map on the selected location.	X		
24. The HMI shall provide the ability to retrieve location information (i.e., address and geo-coordinates) by clicking on a point on the map display.	X		
25. The HMI shall provide the ability to designate a location as a call/incident location by clicking on a point on the map or selecting it from the list of search results.			X
26. The HMI shall provide the capability to display the emergency response agencies associated with a <i>caller's location</i> on the map display.	X		
27. The HMI shall provide the ability to display the emergency response agencies associated with an <i>emergency location</i> on the map display.	X		
28. The HMI shall provide the ability to graphically display the accuracy/uncertainty associated with a given calculated position.	X		
29. The HMI shall support the ability to represent calls on the map with different icons based on class of service/type of call (e.g., wireline, wireless, VoIP, SMS).	X		
30. The HMI shall support the representation of additional location information for a call based on call type/class of service (e.g., wireless, SMS, VoIP).	X		
31. The HMI shall provide the ability to answer and manage calls directly from the map.		X	

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Requirements:	Compl es	Does Not Comp ly	Parti al ly Compl ies
32. The Bidder shall describe how its solution integrates with GIS, RapidSOS, and Rapid Deploy on the same display.			X
33. The Bidder shall describe the process for updating map data and aerial imagery.	X		
34. The solution shall integrate Google or other platforms that provide street-level views.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#31 - The request to answer and manage calls may be fulfilled by the current APEX functionality of cherry picking calls from the waiting calls stack. The waiting calls stack will display the ALI location data (when available). This will enable an agent to prioritize and address waiting calls more effectively, and reduce average wait time for emergency calls. The agent will have the option to cherry pick calls that are displayed in the agent's assigned skill set. A single skill set is assigned to a call taker at any given time. At any time, the agent can change his/her assigned skill set to a different set designated to him/her.

Included in this proposal package is the Google Map solution provided natively in APEX, as well as GeoComm Maps as a mapping solution to support the County's GIS layers. This package includes the cloud-to-cloud integration between Carbyne APEX and GeoComm Maps.

The APEX HMI has a map pane using Google Maps. Upon answering a 9-1-1 call with the applicable location data, the HMI displays emergency event location (ANI/ALI) and calling device location pulled from RapidSOS. If the agent sends out an outbound message to the caller with the Carbyne Link (this can be automatically sent or manually sent), the HMI will display Carbyne Location if the caller opens the link and accepts permission to share his/her location. The location will be dynamically refreshed and does not require the agent to manually re-bid. Location attributes include altitude, accuracy, and speed. The APEX Map has map layers: Ongoing Calls, Recent Calls, Traffic, Breadcrumbs. Ongoing Calls will plot active calls on the map of that caller's location. An agent can click on an ongoing call pin to identify the event and phone number of the caller. For the Recent Calls layer, the County will have the ability to configure how long recent calls will remain being automatically removed. Google Map allows for zoom and the ability to drag. The current call location is returned with a single click.

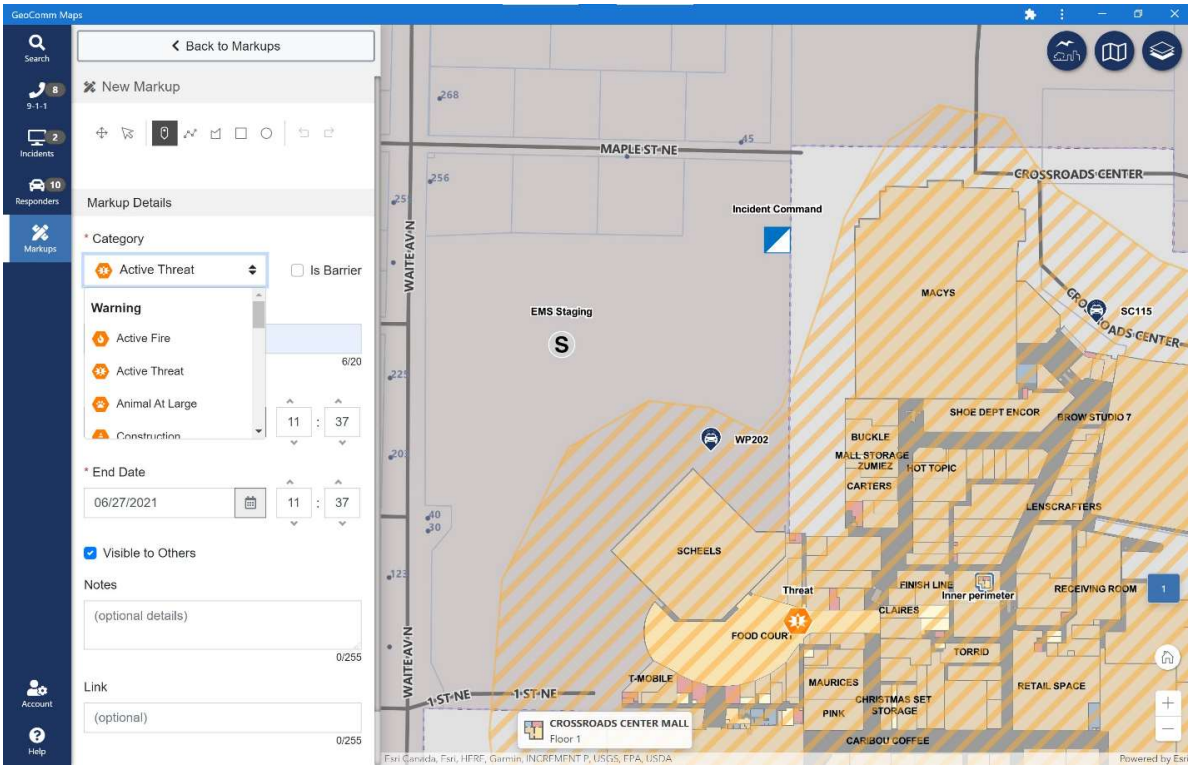
Regarding our GeoComm Maps integration:

Carbyne partially complies to "the HMI shall provide the ability to accept or reject the update request results." Carbyne interprets "the update request" as "9-1-1 ALI updates." 9-1-1 ALI updates are automatically accepted.

Carbyne partially complies to "the HMI shall provide the ability to designate a location as a call/incident location by clicking on a point on the map or selecting it from the list of search results."

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GeoComm Maps includes markup functionality that can be used to indicate the location of an incident or event. Examples of categories of markups that the user can add are shown in the add new markup screenshot.



GeoComm Maps integrates with GIS data and RapidSOS supplemented caller location as well as additional data, however, does not integrate with RapidDeploy.

4.5.34 MIS

Requirements:	Complies	Does Not Comply	Partially Complies
1. Authorized personnel shall be able to run reports	X		
2. The ECC shall be provided with an optional business-grade color network printer for printing reports from the MIS. Include in pricing as an option	X		
3. Reports shall support color charts and graphs.	X		
4. Authorized personnel shall have the ability to query the data to create and print ad hoc reports.			X
5. Bidder shall provide documentation on the following: <ul style="list-style-type: none"> a. All built-in reports included in the proposal. 	X		

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Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
b. All additional reports currently available for an additional fee. c. Options available for custom report creation by the manufacturer. d. Options for supplementary training for ECC personnel on ad hoc report development. For each report, the Bidder shall include a description as well as an anonymized sample to show the report's layout.			
6. The Bidder's MIS documentation shall include a data dictionary and explanations of data fields available for reporting.	X		
7. After ad hoc reports have been developed, the solution shall have the ability to save the ad hoc report as a template and to optionally schedule the report for automatic execution.			X
8. The solution shall provide for reports to be scheduled for output to files, printers, or other network locations.			X
9. The Bidder shall describe how its solution can support the reporting for OCDIT's and generate reports for misrouted and on hold calls.	X		
10. The Bidder shall provide an acceptable solution meeting the current capabilities of the ECaTS formatted data stream standard used between the CHE and the InDigital program, so that PSAPs have one place for securing consistent reporting data. This can be either one way or push/pull,	X		
11. The solution shall provide 911 call information and supporting statistics as required for to complete the annual State of Michigan's County 911 reporting.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#4 - Carbyne will provide ECaTS formatted data spill as part of this package. If the County's existing ECaTS package complies with this requirement, functionality will remain. The support for ad hoc reporting within Carbyne Analytics is already being considered for development. Development can be accelerated if required by the County.

Q#7 - Carbyne will provide ECaTS formatted data spill as part of this package. If the County's existing ECaTS package complies with this requirement, functionality will remain. The support to save ad hoc reports as a template within Carbyne Analytics is already being considered for development. Development can be accelerated if required by the County.

Q#8 - Carbyne will provide ECaTS formatted data spill as part of this package. If the County's existing ECaTS package complies with this requirement, functionality will remain. The ability to schedule

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reports to be sent over email via Carbyne Analytics is already being considered for development. Development can be accelerated if required by the County.

Carbyne Analytics generates statistical reports of call data, providing administrators and supervisors with an overview of their communications center activity, call taker performance and KPIs, to quickly uncover emerging trends and gain deeper insight into key issues and areas. With data visualization, it's easier to view the information in multiple intuitive widgets that display the data as tables, charts and more, enabling the users to make fast decisions and quickly shift resources to where they are needed most.

To be enabled in Q3 of 2024 is the ability to integrate with ECaTS via allowing the posting of Carbyne APEX calls data (aka CDR) and agent data to ECaTS servers, for this to be viewed later in ECaTS generated reporting system.

Please refer to the "Analytics" section of the attached APEX Control Center User Guide for information on the standard reports included in the solution offered. File name: Appendix A_Tab 4.6_Q 2.6_Control Center User Guide.

4.5.35 Instant Recall Recorder

Requirements:	Com plies	Does Not Comp ly	Partial ly Comp lies
1. The solution shall support recording at workstations for both radio and telephony.	X		
2. The solution shall support playback of radio and 9-1-1 calls independently or together.			X
3. The solution shall support the following with single-click playback controls that enable the user to navigate to any portion of the recorded conversation(s): a. Play. b. Pause. c. Stop. d. Play forward/fast forward (without altering voice pitch). e. Rewind. f. Repeat. g. Skip forward or back a configurable number of seconds.			X

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

APEX will support recording at workstations for telephony only. APEX will support the playback of calls after the call has ended within the Recent Calls pane, supporting play, pause, play forward/fast

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forward, rewind, repeat. Call audio will also be accessible in Events History and stored per Oakland County’s data retention policy. Carbyne will establish a SIPREC integration with the County’s media recording system, allowing APEX to deliver call audio and metadata to the Media Recorder.

4.5.36 Artificial Intelligence and Machine Learning

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall describe the artificial intelligence (AI)/machine learning (ML) capabilities of the proposed CHE system.	X		
2. The Bidder shall describe plans to introduce/enhance AI/ML capabilities into the proposed CHE solution.	X		
3. The Bidder shall describe opportunities to apply AI/ML technologies and techniques to the analysis of multimedia content delivered to the ECC.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne uses advanced technologies to continuously improve our products. AI/ML capabilities are used today with plans to expand the features and capabilities Carbyne offers. APEX currently uses Natural Language Processing (NLP) to support live transcription of the call audio. Transcription is supported for active, ongoing emergency calls, and is made available for review for parked and recent calls. Transcription is viewable in the transcription pane or as closed captions in the video pane. Carbyne is currently developing and testing future APEX features with AI/ML capabilities like Emergency Call Triage and Auto Attendant for Admin lines. Carbyne has an Early Access Program in which our Early Access Participants can test and trial our latest features, provide feedback, and influence the design of our features.

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4.6 Implementation Services Requirements

All responses for Section 4.6 must ALSO include completion of Appendix A, tab 4.6 in addition to the response requests outlined within this section

Implementation Services Requirements Response Table contains an inventory of the implementation requirements desired in the selected solution. This section asks you to provide information on how your solution will be implemented. It also helps us understand the timing, roles and responsibilities for the implementation of the solution.

4.6.1 Host-Remote Implementation Model

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The solution must be architected to support a Host-Remote deployment model with at least two geographically diverse host locations. “Host-Remote” in this instance refers to a “multi-tenant” architecture where multiple PSAPs will share the same call handling system that is comprised of at least 2 hosts. It can be hardware (traditional datacenter) centric or software (Cloud) centric.	X		
2. The solution may leverage networking assets (building and connectivity) already deployed by OCDI, PFN, and/or local jurisdiction in places where establishing new facilities may be cost-prohibitive or technically not feasible.	X		
3. It is OCDIT’s expectation that all hardware and software required for service delivery will be provided as part of the per-position Host-Remote (or equivalent) flat rate, annual, or monthly fees, including all necessary modem/router/firewall/gateway hardware and any additional feature/functionality software, reporting/MIS packages, etc..	X		
4. The solution shall be able to integrate with the i3-conformant NGCS and ESInet provided by PFN/INdigital.	X		
5. All equipment must be newly manufactured and fully supported by the manufacturer with no published announcements of end of sale, EOL, or EOS as of the delivery date.	X		
6. The Bidder shall provide examples of successful in-the-field production cases where they have implemented solutions with other i3-compliant NGCS providers, ensuring its solution has a documented track record of interoperability.	X		

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Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

APEX is a public safety call handling solution that was architected as a cloud-native solution to effectively utilize the redundant, diverse, and scalable infrastructure provided by AWS GovCloud U.S. AWS GovCloud has two geographically diverse regions, U.S. East and U.S. West. Each region provides multiple physically separated and isolated Availability Zones (AZ). These AZ utilize AWS tier 4 data centers that are interconnect by high speed, low latency private networks. The cloud-native architecture of APEX enables active/active deployment of critical applications within and across AZ, increasing fault tolerance and ensuring SIP signaling and media streaming for critical communications. Data is replicated between regions for backup and disaster recovery capability, which is included with the base product license and provided as part of the offered solution to Oakland County.

The Carbyne APEX solution is currently deployed utilizing ESInet NGCS providers that support various stages of NENA-STA-010, including:

- AT&T ESInet (Intrado i3 NGCS)
 - NOANET ESInet (Comtech i3 NGCS)
 - InDigital ESInet (i3 NGCS) - Pending, currently in deployment
 - CO ESInet (Lumen RFAI) - Pending, currently in deployment
 - PEMA ESInet (Comtech i3 NGCS) - Pending, currently in deployment
 - CalOES ESInet (ATOS, NGA, Synergem, NGCS) – Certified
 - Examples of successful in-the-field production cases implemented with other i3-compliant NGCS providers include:
 - Rio Grande Council of Governments (RGCOG) serving 5 counties / PSAPs in TX
 - Orleans Parish Communications District (OPCD) serving New Orleans, LA
 - Multi Agency Communications Center (MACC) 9-1-1 serving Grant County, WA
 - Guernsey County 9-1-1 serving Guernsey County, OH (currently legacy with intent to transition to i3 ESInet)
 - Jeffcom 9-1-1 serving Jefferson County, CO (currently in deployment phase)
 - MO8 serving 8 jurisdictions / PSAPs in the southwestern portion of MO (currently in deployment phase with legacy, intent to transition to i3 ESInet)
 - Charleston Consolidated Emergency Communications Center (ECC) serving Charleston County, SC (currently in deployment phase)
 - SCIPnet serving 4 counties / PSAPs in the southcentral portion of PA (currently in deployment phase)
 - Glenview Public Safety Dispatch Center (PSDC) serving Glenview / Highland Park, IL (currently in deployment phase)
-

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4.6.2 Multi-Tenant Capability

Requirements:	Comp lies	Does Not Com ply	Partial ly Comp lies
<p>1. Bidder shall setup twenty-one (21) partitioned tenants (18 primary agencies/PSAPs, one secondary PSAP, one backup PSAP, and one Training center) for OCDIT’s call handling solution.</p> <p>OCDIT also requires the lab/training PSAP to be capable of being used for live 911 call-taking if necessary. Bidder shall explain how this functionality is provided and how unauthorized users can be prevented from mistakenly causing live 911 calls to route to the Training center.</p>	X		
<p>2. OCDIT shall be able to create their own unique set of configurations for each tenant (e.g., agent identifications [IDs], roles, permissions, and groups, screen layouts, speed-dial catalogs, management information system [MIS] reports, system status, screen layouts, etc.).</p>			X
<p>3. Authorized OCDIT administrative personnel shall have full visibility into the enterprise, including configuration control and reporting.</p>			X

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#3 - Carbyne will allow an authorized OCDIT administrative personnel access to each tenant for configuration control and reporting. Carbyne is already considering the development of some Enterprise capabilities. Development can be accelerated if required by the County.

The Carbyne APEX multi-tenant model is per Agency / PSAP. Each of the eighteen primary PSAPs, one secondary PSAP, one backup PSAP and one Training Center will be provisioned and configured with the following (per tenant)

- Authorized client workstations
- Emergency call queue(s)
- Emergency text queue(s)
- Non-emergency / administrative call queue(s)
- SIP trunks for outbound dialing
- Control Center Events History (CDR retrieval, including voice / text / video recording)
- Control Center User Management (Agent IDs, Roles, Call Queue Skillsets, etc.)
- Control Center System Activity Audit Log
- Control Center Contact List and Speed Dial Entries
- Control Center Queue Status and Seat Map Wallboards
- Control Center Analytics (MIS reports)
- GeoComm Maps

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- Preference-based configuration options

In addition, the following integrations are included in the offered solution (per tenant)

- ECaTS formatted data spill provided at the Southfield data center from the CHE to the InDigital Logix application
- CLEMIS CAD integration via standard NENA-STA-027.3-2018 interface
- Equature media recorder version 17.5.2 (or greater) integration via standard NENA-STA-010.3 interface (RFC 7866)
- Administrative PBX (based on RFP Amendment 3) integration via SIP Trunk or media GW
- Motorola radio console audio integration via Carbyne Trigger Module (CTM) device
- Okta SSO integration via standard SAML 2.0 interface
- RapidSOS AML integration
- InDigital Text to 9-1-1 integration
- What3Words integration
- PFN ESInet with InDigital NGCS i3 interface integration

The capability to support configurable screen layouts per tenant (as well as client application / user interface refresh) is currently in development, with early release planned for Q4 2024.

4.6.3 Project Management and Progress Reports

Requirements:	Compl ies	Does Not Comp ly	Parti al ly Comp lies
1. Prior to contracting with OCDIT for call handling, the selected Bidder will provide a high-level project plan and timeline that shows the entire project calculated from the date of contract signature.	X		
2. Examples of what shall be included in the project plan, at a minimum, include:	X		
a. Data gathering.	X		
b. ECC onsite testing.	X		
c. Core component installation and testing.	X		
d. PBX ² /CHE/mapping and workstation installation.	X		
e. Gateway/network interface testing at all ECC locations.	X		
f. Location format, update, and discrepancy reporting mechanisms, and interface testing.	X		
g. CAD, logging recorder, analog, digital, and IP voice testing.	X		

² Private branch exchange.

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Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
h. Comprehensive test and acceptance plan for all network connections verifying complete functionality with the CHE solution.	X		
i. An overview of the approach and typical steps taken to ensure continuity of ECC operations throughout the project.	X		
j. Bidder's assigned Project Manager shall provide a Gantt chart project plan	X		
3. Within 30 days of contract signing, the selected Bidder will provide a <i>detailed</i> project plan, timeline, and schedule, to the contracting ECC/agency and OCDIT. This plan shall include the specific approach and steps to be taken to ensure continuity of ECC operations throughout the project.	X		
4. The selected Bidder shall facilitate biweekly project calls followed by a written progress report, distributed within 24 hours of the call, that captures the minutes and action item updates from the prior biweekly project call.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Prior to contract execution, Carbyne will provide a high-level project plan and timeline that shows the entire project calculated from the date of contract signature. The data gathering will begin prior to completion of the project plan by conducting an onsite site survey. Examples of items reviewed in this activity include: the current front and backroom environments, third-party applications, workflows, hardware and software requirements, etc.

Each project phase will be documented, detailing the tasks, ownership, dependencies, statuses, and timelines to be reviewed during each bi-weekly project update meeting, with notes produced by the Carbyne Project Manager following each call.

There are several phases for testing throughout the project timeline. Comprehensive Carbyne APEX Readiness Tests (CART) are conducted throughout the project cycle to include the following:

- Features and functionalities perform as expected
- Integrated third party applications to ensure data, formats, recordings, etc. are shared across platforms and function as expected.
- Functional Failover Testing
- Connectivity Failover Testing
- AWS In Region and Cross Region Failover Testing

OCDIT will also have the option to participate in testing once APEX is installed in each PSAP.

Carbyne will also maintain a project board for project team members (Carbyne and OCDIT) with action items, risks, and all project meeting notes accessible at any time for review. As the Cutover Plans are finalized, Carbyne, OCDIT and third parties will review the plans which are designed to

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ensure business continuity throughout the migration process. A copy will also be stored on the project board for ease of access for OCDIT to review further, as needed.

The project plan will include targeted go live dates for each PSAP. There are many moving parts with complex projects, so go live dates are subject to development requirements, connectivity, PSAP and PSAP Third Party readiness, though Carbyne will strive to maintain the schedule as close as possible without compromising system integrity.

Carbyne has included a our APEX Project Plan template for the County’s review (file name: Appendix A_Tab4.6_Q 1.1_Carbyne APEX Project Plan Template).

4.6.4 Transition Plan

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. Within 30 days of contract signing, the selected Bidder shall provide a detailed transition plan that shall include a full description of the methods and procedures that will be employed to ensure a non-service-affecting transition from the current call-handling environment to the new system.	X		
2. The selected Bidder shall provide recommendations considering the complexity of the specific deployment environment.	X		
3. This transition plan shall recommend a suggested order for agency migration and provide projected time durations to complete the specific site, based on position count and other information the Bidder has learned of the county’s configuration.	X		
4. The migration plan shall include a fallback procedure to restore any affected OCDIT remote ECC to a pre-transition operational state in the event of a catastrophic failure.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

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4.6.5 Systems Integration

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall coordinate and work with the appropriate vendors' technicians for the test and turn-up of CAD, recorder, mapping, radio, and local ECC telephone system interfaces, as needed.	X		
2. The Bidder shall integrate OCDIT PSAP's administrative lines into the call-handling solution and provide a single phone at each telecommunicator workstation. The administrative lines are mostly SIP but some use PRIs today.	X		
3. The Bidder shall coordinate and work with OCDIT's NGCS/ESInet vendor for system integration and testing.	X		
4. The solution shall support enhanced location integration (i.e. RapidSOS, RapidDeploy) and What3Words integration within the CHE. Bidder shall describe their integration, and how each application is displayed (on same or separate monitor, etc.). If integration isn't currently available, Bidder shall explain their plans to integrate these applications.	X		
5. The solution shall provide the ability to translate the 9-1-1 call to a text record or documented dialogue.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne will coordinate and work with the appropriate vendors' technicians for the test and turn-up of CAD, recorder, mapping, radio, and local ECC telephone system interfaces, as needed. Carbyne will integrate OCDIT PSAP's administrative lines into the call-handling solution, either via administrative PBX interface (SIP Trunk) or media gateway device.

The Carbyne APEX solution does not replace the administrative PBX system. Once integrated, the following capabilities are typically achievable:

- Extension dialing between APEX and the PBX
- Outbound dialing from APEX through the PBX
- Dial rules that present PBX inbound calls to an APEX queue
- Conference and transfer between APEX and the PBX

Carbyne will coordinate and work with OCDIT's NGCS/ESInet vendor for system integration and testing. APEX currently has an enhanced location integration with RapidSOS. RapidSOS AML will be displayed on the APEX UI within 'Device Location' when available for 9-1-1 calls. APEX has live transcription ability to translate the 9-1-1 call to a text record or documented dialogue.

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4.6.6 Change Management

Bidder's change-management process must have the following:	Compl ies	Do es Not Co mpl y	Par tial ly Co mpl ies
1. Documented change-management process including scheduled and emergency changes	X		
2. A Method of Procedure (MOP) with backout plan for review by OCDIT minimum 72 hours prior to planned maintenance activities	X		
3. A means for OCDIT to request changes and receive updates on progress	X		
4. Defined backup procedures	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Please refer to file name: 4.5.6_Carbyne Support Terms & Service Level Agreement.

4.6.7 Change Orders

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall submit, in writing, of all change orders.	X		
2. All change orders require approval by OCDIT prior to performing work, not only those for equipment or services not covered under the contract with ECC.	X		
3. OCDIT will not accept change orders resulting in additional costs unless additional features are requested by the OCDIT.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne interprets 'additional features' as any change requested by the County incurring cost to Carbyne. Carbyne utilizes change orders when there is a change of scope. If there is no additional costs with a requested scope change, the change order may be one with no cost impact to the customer. However, if the change of scope requires an additional level of effort or generates additional cost for Carbyne to deliver, the cost would be included in the change order and passed on to the customer. No

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change of scope, especially as pertaining to increased costs, would occur without discussion with the customer prior to creating the change order.

4.6.8 Service Interruptions and Facility Damages

Requirements:	Com plies	Does Not Comp ly	Parti aly Comp lies
1. As the selected Bidder performs the installation and cutover of the equipment, the Bidder shall assure the ECC that there will be minimal interruption to normal business operations.	X		
2. Prior to any ECC visit, the Bidder shall provide advance notice to, and obtain authorization from, OCDIT, which reserves the right to alter or suspend the intended schedule for any reason at its sole discretion.	X		
3. The Bidder shall be responsible for the repair or restoration of any damages caused by the Bidder, its subcontractors, or delivery personnel to any ECC or agency facilities through the receipt, delivery, installation, or testing of the solution.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne has a 24/7 NOC team. Our NOC will dispatch and alert our support teams worldwide in an automated “follow the sun” mode, to help expedite response time and recovery from the relevant region with around the clock alerting and escalating procedures to meet our Support Services obligations.

The NOC will assign an initial tier of Support Services based on the information you provide or was proactively discovered by our monitoring platforms, monitoring the sanity and health status of your solution.

The NOC will evaluate the issue and implement a remote fix or a workaround. If a remote fix or a workaround are not possible, on-site support will be dispatched, based on the severity and the SLA uptime, stated in the Support Terms agreement (file name: 4.5.6_Carbyne Support Terms & Service Level Agreement).

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4.6.9 Storage, Staging, Delivery, and Inventory Control

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall be accountable for the storage of materials until such time that the items are to be installed.	X		
2. Neither OCDIT nor OCDIT ECC facilities may be used as a warehouse for uninstalled equipment.	X		
3. The Bidder shall coordinate with OCDIT for the shipping, staging, and testing of all equipment prior to installation.	X		
4. The Bidder shall be responsible for ensuring that the equipment is fully staged, configured, and tested prior to delivery to OCDIT.	X		
5. The Bidder shall arrange for equipment to be delivered onsite as-needed, and the cost for delivery shall be included in the Bidder's proposal.	X		
6. Receipt, inventory, and movement of material are the responsibility of the Bidder.	X		
7. The Bidder shall be responsible for the disposal of shipping material, as well as the daily removal of other refuse.	X		
8. The Bidder shall provide OCDIT with a detailed inventory of all equipment installed on ECC premises, whether purchased by OCDIT or provided by the Bidder as part of a Host-Remote offering.	X		
9. At a minimum, the inventory data shall include where it is installed, manufacturer, part number, serial number, quantity, and model number.	X		
10. The Bidder shall provide the inventory in hard- and soft-copy format using Microsoft Excel.	X		
11. The Bidder shall be responsible for all hardware, from its receipt prior to staging until it is accepted by OCDIT personnel in writing.	X		
12. Any hardware or equipment lost, misplaced, or damaged prior to acceptance will be replaced at the Bidder's sole expense.	X		
13. Designated OCDIT technicians shall participate in the deployment of positions at PSAP facilities. During installation of all equipment Bidder shall coordinate with OCDIT staff and allow any asset tagging and/or labeling to occur, as deemed appropriate by OCDIT staff.	X		

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Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne's Project Manager assigned to the project will coordinate recurring meetings, capture meeting notes, involve the required parties and manage the risk register to track ongoing issues or risks to the project. Carbyne will coordinate with OCDIT for the shipping, staging, and testing of all equipment prior to installation. The equipment is to be configured and tested prior to delivery to OCDIT. The cost for delivery is included in the price of our proposal package. Carbyne will be responsible for the disposal of shipping material, as well as the daily removal of other refuse. Carbyne will provide OCDIT with a detailed inventory of all equipment installed on ECC premises, via hard- and soft-copy format using Microsoft Excel. Designated OCDIT technicians shall participate in the deployment of positions at PSAP facilities. During installation of all equipment Carbyne will coordinate with OCDIT staff and allow any asset tagging and/or labeling to occur, as deemed appropriate by OCDIT staff.

4.6.10 Code Compliance, Grounding, and Transient Voltage Surge Suppression

Requirements:	Com p l i e s	D o e s N o t C o m p l y	P a r t i a l l y C o m p l i e s
1. Installation must comply with all applicable national, state, and local codes.	X		
2. All metallic circuits (data or voice) shall be equipped with both primary and secondary transient voltage surge suppression (TVSS) devices per industry standards and best practices for telecommunications equipment.	X		
3. The secondary TVSS device shall have an operational indicator in the form of a light or audible signal to alert maintenance personnel that the device has been exercised, failed, or the circuit is no longer protected.	X		
4. The ECC where TVSS devices are installed shall be provided an onsite spares kit to assist in emergency restoration.	X		
5. TVSS equipment shall comply with UL 497A, <i>Secondary Protectors for Communications Circuits</i> .	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne will not be installing access circuits to the PSAP. Existing PFN ESInet connections will be utilized. The installation of TVSS is not applicable to Carbyne's deployment of APEX.

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4.6.11 Software Backup and Restoration

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall perform automatic backups of software, as well as all ECC-specific configurations and databases. The backups cannot affect system performance.	X		
2. The Bidder shall describe in detail, in the proposal, the recommended backup schedule on the workstations, servers, and any other customer-premise-installed devices that have databases, operating systems, and/or configurations that may be backed up.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - Data is replicated between regions for backup and disaster recovery capability, which is included with the base product license and provided as part of the offered solution to the County.

Q#2 – Carbyne's customer-premise-equipment, as included in this proposal package, is limited to workstation equipment, Digi devices, Carbyne trigger modules, and Carbyne managed firewalls, switches, or routers. For Carbyne provided equipment, any backup configurations will be provided per the County's requirements. Carbyne will provide documentation of monitoring and alarm solutions upon request. Carbyne will provide as-built documentation, ATP, detailed inventory lists, any additional documentation as required.

4.6.12 Maintenance and Repair History Log

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall provide, utilize, and maintain an online history log for all OCDIT sites that tracks all system issues, resolutions, configuration changes, upgrades, etc. that are performed onsite or remotely. The Bidder shall describe the process for managing the history log and provide read access to OCDIT.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Technical issues are documented under a Support ticket submitted in Zendesk (both for proactive and reactive incidents)

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Change Managements are documented, tested, verified, and approved by the department management. In case a risk or a potential risk on the PSAP operations is identified, it will be shared with the PSAP directly by the Support team, the CSM to assess, plan, schedule and implement it, based on a mutual agreement between Carbyne and the PSAP.

Software upgrades are once a quarter. Upgrades are done gradually, based on Carbyne best practices after agreed with the customer on the deployment strategy.

Infrastructure upgrades are documented from day 1 until the end of the customer contract (no retention period).

4.6.13 Spares and Advance Replacement

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall include a critical spares kit for all customer-premise-installed equipment. Any spares used out of the kit shall be replaced within 24 hours with tracking information about the shipment provided in advance.	X		
2. The Bidder shall describe the plan for maintaining a readily available cache of replacement parts to be available for delivery onsite within the response time frames outlined in <i>Appendix B.1 – Performance Standards and Terms</i> .	X		
3. The Bidder shall provide pricing and documentation describing the repair and advance-replacement processes for out-of-warranty solution components purchased (versus leased) by OCDIT.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

All critical components will have a spare ready for a pre-configured hot swap. All non-critical components will have a support plan, including RMA, and will be replaced based on the SLA.

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4.6.14 Software Release Management

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall describe the frequency of scheduled software releases and the decision-making processes involved in deciding what features and defect resolutions to include in a scheduled release.	X		
2. Maintenance releases and feature releases shall be provided to all OCDIT ECCs at no cost while a maintenance agreement is in place.	X		
3. The Bidder shall describe the frequency of defect-resolution software releases and the decision-making processes involved in selecting which software defects to fix.	X		
4. The Bidder shall notify and coordinate scheduling with OCDIT whenever solution servicing requires onsite visits. Notification shall occur no less than ten business days before the needed visit and scheduling shall be at the sole discretion of the OCDIT.	X		
5. The Bidder shall include in its proposal the procedure to manage and track system changes. This is especially important when changes affect the performance of a particular device, and it needs to be returned to its former configuration. The configuration-management procedure shall be available to maintenance personnel and OCDIT staff.	X		
6. The Bidder shall provide release notes to OCDIT no less than ten business days prior to system upgrades or updates, clearly identifying any new functionality of which OCDIT may wish to take advantage.	X		
7. The Bidder shall request authorization from OCDIT no less than ten days prior to performing maintenance, upgrades, backups, restorations, or other system changes that may impact the performance or functionality of the system or service (depending on how the call-handling solution is procured). The only exception to this advance-notice requirement is in cases where an update or upgrade is immediately required to restore a failed or failing service or component.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne makes APEX upgrades available at no additional cost, typically four (4) times a year (each a “Quarterly Release”), during the Maintenance & Support Period. These upgrades generally include newly released versions and “Hot Fixes” but may exclude new features that are made available separately.

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Upgrade dates will be announced by the Customer Success Manager via email. User manual, release notes, and additional relevant information will be posted on the Carbyne Support portal.

4.6.15 Warranty and Monitoring

Requirements:	Com p l i e s	D o e s N o t C o m p l y	P a r t i a l l y C o m p l i e s
1. For all software and Bidder-provided, OCDIT-owned hardware, the Bidder shall include 24 x 7 x 365 parts and labor warranty for the duration of the contract (first five years) from the date of final OCDIT acceptance. The Bidder shall provide 24 x 7 x 365 extended warranty (parts and labor) for years six and seven, as options.	X		
2. For all software and Bidder-provided OCDIT -owned hardware, warranties shall cover hardware, cabling and connectors, and software, and include 24 x 7 x 365 phone/web support.	X		
3. The Bidder shall include 24 x 7 x 365 remote system monitoring and maintenance. The Bidder shall describe its monitoring facilities (NOC/SOC, primary, secondary, backup, etc.) and staffing to both monitor and respond.	X		
4. The Bidder shall describe NOC services, including proactive and reactive maintenance plans. Response shall include details regarding the number of certified technicians who will reside within a two-hour drive time to each call-handling site.	X		
5. System monitoring shall include a near-real-time portal through which the ECC may configure a dashboard-type view for monitoring its data and voice activity as well as overall system status and health.	X		
6. The Bidder shall describe how out-of-warranty items are repaired or replaced. The Bidder shall describe the processes and procedures along with the estimated cost for all system components.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Please refer to file: 4.5.6_Carbyne Support Terms & Service Level Agreement.

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4.6.16 Incident and Trouble Reporting

Requirements:	Compl ies	Does Not Comp ly	Parti aly Comp lies
<p>1. The Bidder shall describe the procedures involved for initiating, tracking, communicating status, and resolving trouble reports.</p> <p>The Bidder shall describe all capabilities available with the solution, including remote monitoring, maintenance, troubleshooting, and repair.</p>	X		
<p>2. In addition to the built-in capabilities, the Bidder shall describe capabilities to interface with other management systems using standard protocols such as Simple Network Management Protocol (SNMP) or Common Management Information Protocol (CMIP).</p>	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

All hardware (on site and the POI) are managed using SNMPv3.



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4.6.17 Escalation Procedures

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. Following cutover, OCDIT may require escalation of an issue for resolution. The Bidder shall provide: <ul style="list-style-type: none"> a. Documentation of the escalation process along with names, titles, and contact information. b. The after-hours escalation process if it is different from normal work hours. c. The process for updating escalation documentation as personnel changes occur during the contract period. 	X		
2. The escalation process shall address inclusion of the manufacturer (if other than Bidders) in meetings and discussions with affected ECCs when the Bidder's efforts have not resolved the issue.	X		
3. Escalation processes shall describe in detail the procedures for OCDIT regarding resolution of critical defects, including time to resolution and engagement of Tier 3 or Tier 4 engineering and development resources.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Please refer to file: 4.5.6_Carbyne Support Terms & Service Level Agreement.

3.2 Ticket Escalation Matrix (by Level)

- a. Support Services tickets for Critical issues (as defined in Section 3.3 below) which require a prompt response may be escalated based on the table below. You acknowledge that we may substitute the named individual as part of this escalation process as we deem appropriate.

Level	Name	Position	Contact Email	Contact Phone
Level 1	Julio Campos	NOC Manager	julioc@carbyne.com	+1 (571) 699-9432
Level 2	Alex Mor	Director of Customer Service	alexm@carbyne.com	+972 (54) 6488-646
Level 3	Ohad Moses	Director of Professional Services	ohad@carbyne.com	+1 (201) 486-9349
Level 4	Eyal Oron	VP of Global Operations	eyal@carbyne.com	+1 (201) 888-1955
Level 5	Noam Fraenkel	VP of Research & Development	noam@carbyne.com	+972 (54) 4497-073
Level 6	Alex Dizengof	Founder & CTO	alex@carbyne.com	+1 (201) 744-1192

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4.6.18 CHE Documentation

Requirements:	Compl ies	Does Not Comp ly	Parti al ly Comp lies
1. The Bidder shall provide documentation for all user-accessible configurations.	X		
2. The Bidder shall provide documentation for an MIS solution, if provided, including: a. Sample reports. b. Report customization and automation; and c. Ad hoc report design, including best practices.	X		
3. The Bidder shall provide administrator guide(s) including screen layout customization and speed-dial directory maintenance, import, and export, user account management, etc.	X		
4. The Bidder shall provide telecommunicator quick reference cards for call handling, mapping, discrepancy reporting, and other provided systems.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne will provide documentation for all user-accessible configurations, as well as documentation for Carbyne Analytics within Control Center. Carbyne has User Guides that will be shared with the County. For each new software release (quarterly), Carbyne will share Release Notes with the County prior to the new software being released. Carbyne can also develop quick reference cards for the telecommunicators to utilize.

4.6.19 Training

Requirements:	Compli es	Does Not Comp ly	Parti al ly Compli es
1. Proposals shall include options for both train-the-trainer and end-user training with different content for telecommunicator staff versus supervisors and/or administrators.	X		
2. Operational training on the call-handling and mapping features and functionality will be provided to all telecommunicators and superusers.	X		

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Requirements:	Compl es	Does Not Comp ly	Parti ally Compl es
3. Training for superusers shall also include monitoring, reporting, system health, and performance (MIS).	X		
4. Training for superusers shall also include GIS and mapping administration.	X		
5. Proposals shall include options for ECC-specific training.	X		
6. Training schedules shall accommodate 24 x 7 shifts.	X		
7. All training materials shall be available in digital form.	X		
8. OCDIT reserves the right to record all training sessions and make available to staff online for refresher and new-agent training at no additional charge.	X		
9. Training services shall include an onsite trainer/coach for a minimum of four hours for each different shift immediately following cutover (on-the-job training/coaching).	X		
10. The Bidder shall provide a summary/syllabus and duration of each training class so that the ECC can coordinate personnel schedules.	X		
11. Training materials shall include quick-reference guides for call-takers (CHE and mapping).	X		
12. Training for call-takers shall take place no more than two weeks prior to go-live (retention issues).	X		
13. The Bidder shall describe the suite of training classes available, including in-person and online options.	X		
14. OCDIT technician certification training (at manufacturer's site if appropriate) for two people in two different sessions on different days. OCDIT technicians will act as onsite Tier 1 support for the PSAPs as well as smart-hands support for the manufacturer when necessary.	X		
15. OCDIT technician training shall include refresher (or new technician) training every two years for the same number of personnel.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne has included a sample training plan that will be customized for the County during the Initial Project Phase (file name: 4.6.19_Carbyne Sample APEX Training Plan).

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4.6.20 Pre-Cutover Acceptance Criteria

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall provide evidence of the backup of all configuration files and databases for all customer-premise-installed equipment.	X		
2. The Bidder shall provide confirmation and documentation of control, monitoring, and alarm solutions.	X		
3. The Bidder shall provide an inventory of all Bidder-provided, OCDIT premise-installed equipment to include manufacturer, model, part number, quantity, serial number, and installed location.	X		
4. The Bidder shall provide acceptance test plans (ATPs) and documentation reviewed and approved by OCDIT.	X		
5. If, during testing, OCDIT staff believe that a solution test fails, it will provide Bidder with a written description of what test failed and why. The Bidder will work expeditiously to resolve the problem, providing an estimated time of resolution.	X		
6. The Bidder shall provide final as-built drawings (preferably in editable Visio format) within 30 days of cutover.	X		
7. As-built documentation shall include all customer-premise-installed cabling, equipment, and configurations, bringing attention to unique or special deployment details.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne's customer premise equipment, as included in this proposal package, is limited to workstation equipment, Digi devices, Carbyne trigger modules, and Carbyne managed firewalls, switches, or routers. For Carbyne provided equipment, any backup configurations will be provided per the County's requirements. Carbyne will provide documentation of monitoring and alarm solutions upon request. Carbyne will provide as-built documentation, ATP, detailed inventory lists, any additional documentation as required.

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4.6.21 Acceptance Testing

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. OCDIT’s call-handling acceptance testing is intended to validate that the Bidder’s solution operates before being used in the live ECC environment and as asserted in the RFP response. The testing period shall last as long as necessary until there are zero Priority One, Two, or Three faults.	X		
2. The selected Bidder shall provide a baseline OCDIT Call-Handling Acceptance Test Plan (including specific test cases, scenarios, and expected outcomes) to OCDIT at least 28 days in advance of the planned execution thereof and allow OCDIT a full two weeks to modify the test plan to meet their acceptance criteria.	X		
3. If a failure to comply occurs:			
4. The OCDIT will provide a written notification to the Bidder with its classification of the fault according to the four categories: <ul style="list-style-type: none"> a. Priority One Fault — A critical system fault that renders the solution even partially inoperable. These faults are unacceptable to the County. b. Priority Two Fault — A major system fault that significantly reduces the solution’s performance and ability to function. These faults are unacceptable to the County and must be resolved before any PSAP cutovers to the new CHE solution can occur. c. Priority Three Fault — A minor system fault that marginally affects system performance and functionality. These minor faults are operational in nature and only are acceptable while in the acceptance testing phase. These faults must be resolved before the County will agree to cutover any PSAPs to the new CHE solution. d. Priority Four Fault — A combination of minor system faults and configuration punch list items. These are items that have minimal or no effect on system performance and functionality but must be resolved before the County will accept the overall (final) solution. 	X		
5. If the Bidder disputes OCDIT’s fault classification, a call will be held at the earliest possible opportunity to resolve the disagreement. Parties to that call shall include OCDIT, the Bidder, and, at OCDIT’s discretion, representative(s) from the ECC. If agreement is not reached within 30 minutes, OCDIT’s classification will prevail.	X		
6. The Bidder shall remedy the non-compliance per the Service Levels and Service Management Performance Standard sections of the contract and shall provide written notification of the remedy to OCDIT.	X		

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Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
7. The acceptance testing process continues until compliance with all test cases is achieved, or only Priority Four faults remain, (meaning PSAP cutovers can commence). Once this is achieved, the acceptance testing will be officially accepted by OCDIT.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#5 - Based on our experience deploying similar projects to the County, Carbyne recommends rolling implementation and conducting acceptance tests before and after the cutover for each PSAP location.

Q#7 – Carbyne included a template project plan for the County's review. File name: Appendix A_Tab 4.6_Q 1.1_Carbyne APEX Project Plan Template

4.6.22 Cutover Coordination

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall coordinate cutover activities with all service providers and OCDIT personnel.	X		
2. A detailed cutover plan, along with coordination conference calls and supporting documentation, shall be provided to all participating parties, at least 45 days before cutover begins.	X		
3. The Bidder shall review the cutover plan with OCDIT staff at least 14 days prior to cutover.	X		
4. The Bidder shall provide trained and capable technical and functional solution support, and the project manager shall be available and onsite the day of cutover.	X		
5. The Bidder shall offer the option of in-person, onsite cutover support for end users to ease the transition to the new system. This shall include at least four hours following cutover.	X		
6. The Bidder shall state the length of time technical support staff will be onsite for each cutover.	X		

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Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne will coordinate cutover activities with all service providers and OCDIT personnel. Carbyne will provide a cutover plan at least forty-five (45) days before the cutover. The cutover plan for each site will be reviewed with the County at least fourteen (14) days before the cutover at the site begins. The project manager and technical support staff will be on-site for cutover.

4.6.23 Final Solution Acceptance

Requirements:	Com p l i e s	D o e s N o t C o m p l y	P a r t i a l l y C o m p l i e s
1. The Final Solution Acceptance is intended to validate overall system performance after all OCDIT PSAPs have cutover. This process includes (but will not be limited to) verification of things such as the following: <ul style="list-style-type: none"> a. Inter-ECC transfers and conferences. b. Automatic system failover and maintenance of full system functionality when/if a hardware, software, or network component fails or is taken out of service. c. Proper alternate/policy routing is facilitated with OCDIT's NGCS provider when/if necessary. d. High call volume performance. e. Audio quality verification. f. Miscellaneous feature/functionality. 	X		
2. System final acceptance cannot begin until OCDIT has successfully completed all ECC cutovers to the new CHE service. The period shall be sufficient to demonstrate the solution's performance and reliability over 30-consecutive calendar days with zero Priority One, Two, or Three faults.			X
3. If a failure to comply occurs:			
a. OCDIT will provide a written notification to the Bidder with its classification of the fault according to the four categories.	X		
b. If the Bidder disputes OCDIT's fault classification, a call will be held at the earliest possible opportunity to resolve the disagreement. Parties to that call shall include OCDIT, the Bidder, and, at OCDIT's discretion, representative(s) from the ECC. If agreement is not reached within 30 minutes, OCDIT's classification will prevail.	X		

EXHIBIT VII-2

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
c. The Bidder shall remedy the non-compliance per the Service Levels and Service Management Performance Standard sections of the contract and shall provide written notification of the remedy to OCDIT.	X		
d. For any conditions that reset the baseline period timer, the timer will restart upon OCDIT’s written acceptance of the remedy, or five business days following delivery of the remedy, whichever is sooner.			X
e. This procedure continues until compliance over the 30-day baseline period is achieved, at which time the acceptance notice will be executed, and the final call-handling solution will be deemed accepted by OCDIT.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Based on Carbyne's experience deploying projects similar in scope to the County, Carbyne recommends final solution acceptance is based on each PSAP.

4.6.24 CHE Performance Standards and Service Level Requirements

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
1. The Bidder shall describe how the proposed solution(s) will meet the requirements and definitions in <u>Appendix B.1 – Performance Standards and Terms</u> of this solicitation package.	X		
2. The Bidder shall describe how the proposed solution(s) will meet the requirements in <u>Appendix B.2 – IP Network Measurement and Reporting Requirements</u> of this solicitation package.	X		
3. The Bidder shall describe how the proposed solution(s) will meet the requirements in <u>Appendix B.3 – Service Level Agreement</u> of this solicitation package.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Each critical CHE component will have a redundancy, and HA, to ensure service continuation that meets the uptime of the solution, as stated in the SLA document.

This will be tested, verified, and confirmed before the Go Live cutover takes place.

EXHIBIT VII-2

4.7 Security Requirements

All responses for Section 4.7 must ALSO include completion of Appendix A, tab 4.7 in addition to the response requests outlined within this section

The Security Requirements Response Table contains an inventory of the Security specifications and requirements desired in the selected solution. This section asks you to provide information on how your solution aligns to our Security principles and guidelines.

Requirements:	Compl ies	Does Not Comp ly	Partial ly Comp lies
<p>1. The Bidder shall describe how its security approach embodies the best practices outlined in the latest version of NENA 75-001, <i>NENA Security for Next-Generation 9-1-1 Standard (NG-SEC)</i>, and whether security is treated as an integral function of each solution element from the initial design stage or if security is treated holistically as a separate overarching functional element of the solution. Additionally, the Bidder shall detail how its solution addresses the requirements of the following sections of the standard:</p> <p style="margin-left: 20px;">A) Section 6 – General Security</p> <p style="margin-left: 20px;">B) Section 7 – Safeguarding Information Access</p> <p style="margin-left: 20px;">C) Section 9 – Network and Remote Access Security Guidelines</p>	X		
2. The Bidder shall include a security plan (physical, application, and network).	X		
3. The solution shall utilize encryption in all communications across the CHE network.	X		
4. The solution shall provide firewalls between call-handling nodes and their external connections.	X		
5. The Bidder shall ensure that all components and/or functional elements providing call-handling and/or NG9-1-1 services, under a contract from this solicitation, carry credentials traceable to the national PSAP Credentialing Agency (PCA).	X		
6. The Bidder shall have a credentialing plan/process for external entities with staff requiring access to any elements or services provided as a part of any contract resulting from this procurement.	X		

EXHIBIT VII-2

Requirements:	Comp lies	Does Not Comp ly	Partial ly Comp lies
7. The Bidder shall perform proactive analysis of the network for vulnerabilities including independent security audits of the solution.	X		
8. The Bidder shall have a defined continuity of operations (COOP) plan as well as a disaster recovery (DR) plan and make those plans available for review at OCDIT’s request.	X		
9. The Bidder shall provide access reports from facilities (physical access) down to the individual device level (physical or virtual access), upon request, when a service-impacting issue has occurred.			X
10. The solutions shall require multifactor authentication for any remote access into the systems supporting this CHE and network deployment, as well as for access to any externally accessible portals, user interfaces (UIs), system dashboards, etc..	X		
11. The Bidder shall describe their security software update policy, frequency, and procedures.	X		
12. The Bidder shall describe policy/approach to independent system security audits.	X		
13. The Bidder shall describe their plan/approach for adopting evolving security best practices.	X		
14. The Bidder shall complete the NG-SEC Audit Checklist , and submit for approval, as described in NENA 75-502, <i>Next Generation 9-1-1 Security (NG-SEC) Audit Checklist 75-502</i> . (For this procurement, the Bidder must comply with all requirements designated as Required “R” in column labeled “Compliance Finding”).	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne has a security approach that embodies the best practices outlined in the latest version of NENA 75-001, NENA Security for Next-Generation 9-1-1 Standard (NG-SEC). APEX is compliant with NENA 75-001. Carbyne is educated and aware of evolving security best practices and incorporates such in our security approach.

Oak-000000535 - 911 Call Handling Equipment (CHE) Replacement RFP

Post Bid Clarification - Carbyne Response

Due to the length of time since your initial responses to the Oakland County CHE RFP, and understanding that technology has continued to evolve, please respond to the following **no later than February 21, 2025 by 2:00pm:**

1. The initial RFP was unclear regarding service. To clarify, Oakland County requests vendor provided service. Please adjust your pricing accordingly, and:
 - a. Describe your implementation and support service model, to include the specific steps required for incident escalation, support, and resolution

Implementation

The Carbyne Global Operations team follows a structured process to ensure a smooth setup and deployment. They begin with planning, system configuration, and rigorous testing, followed by a pre-go-live phase, where the system is validated in a controlled environment. As part of the Carbyne Acceptance Readiness Testing (CART) process, customers are actively involved in final validation to ensure the solution meets their needs before going live. Once deployed, the team continues to provide hands-on support, training, and performance optimization to ensure a seamless transition into full operation. Handover to Support is done after several weeks. Building upon this foundation, Carbyne employs innovative approaches to deliver exceptional value to its customers. The company leverages cutting-edge project management tools such as Smartsheet, Monday.com, and ClickTime to meticulously oversee project phases, milestones, tasks, and potential risks. This technological integration is complemented by a proven methodology that ensures projects remain on track, within scope, and adhere to budget and timeline constraints.

Over the years, Carbyne has developed a suite of proprietary tools and templates that standardize and optimize deployment best practices across all projects. This approach not only enhances efficiency but also ensures consistency and quality in service delivery. The project structure is strategically segmented into distinct areas of responsibility, encompassing Software, Hardware, Network Connectivity, and Integrations. Each domain is overseen by dedicated specialists who report directly to the project manager. This central figure serves as the linchpin, orchestrating the entire spectrum of activities throughout the project lifecycle. The project manager's role extends beyond internal coordination, facilitating seamless communication and collaboration between the customer, their vendors, and Carbyne's internal teams.

This holistic and innovative approach to project management and service delivery enables Carbyne to consistently exceed customer expectations, driving successful implementations and fostering long-term partnerships.

Support

Carbyne’s support team is divided into three levels to handle various issues:

Tier 1 (Network Operation Center or NOC Team), who’s US Based operating remotely, takes care of the vast majority of proactive and reactive inquiries, and keeps an eye on system monitoring performance.

Proactive Monitoring:

- Anomaly detection – Identifies unusual patterns in logs, metrics, and system performance.
- Predictive alerts – Flags potential failures based on historical trends and live data.
- Root cause correlation – Links incidents across infrastructure and applications to speed up troubleshooting.
- Network & latency monitoring – Tracks packet loss, connectivity issues, and AWS region performance.
- Service health monitoring – Monitors API uptime, database availability, and system resource usage.
- Synthetic & real-user monitoring – Simulates user interactions and tracks real-time performance.
- Integrations – Alerts are connected with OpsGenie, Slack, Jira, and Carbyne’s incident workflows for immediate response. They also monitor the customer site during scheduled maintenance activities, verify full functionality during and after the activity ends.

Tier 2 (Technical Support Engineers or TSE Team) receives escalations from Tier 1, investigates and works on more complex problems. In addition, they are in charge of APEX software upgrades, feature enablement, and attending customers’ technical sessions.

Tier 3 (Professional Services Engineering or PSE) steps in when a severe incident is detected, or a significant change is required. In addition, change management that is outside the SOW (required during the contract life cycle, will be conducted by the PSE team).

Carbyne Escalation Process and Incident Management

Carbyne is committed to providing 24/7/365 live support across multiple time zones, ensuring that critical incidents are addressed promptly and effectively. Our cloud-based

infrastructure allows us to resolve 99% of issues remotely, eliminating the need for on-site interventions and significantly reducing response times. The escalation process follows a structured approach to ensure that incidents are addressed based on their severity and business impact. We have automated escalation mechanisms in place to enhance efficiency and minimize response times. These automated triggers notify the relevant teams and stakeholders at predefined thresholds, ensuring seamless communication and action.

Incidents are classified based on their severity, with Priority 1 (Sev1) incidents representing complete outages or significant service degradation affecting multiple customers or 9-1-1 traffic. When a Sev1 incident occurs, the NOC team identifies and validates the issue before escalating to Tier-2 engineers for in-depth troubleshooting. If unresolved, the Incident Manager and VP of Global Operations are engaged to assess the impact and coordinate resources. If the issue persists or affects 9-1-1 traffic, the CTO and VP R&D are involved to provide technical oversight. Throughout the process, automated incident dashboards provide real-time visibility, ensuring prompt responses and adherence to strict SLAs, with immediate acknowledgment and triage within 5 minutes and progress updates every 30 minutes.

To enhance efficiency, Carbyne employs automated escalation mechanisms such as real-time monitoring, alerting, and on-call engineer notifications via SMS, email, and chat. Escalation timers ensure that incidents move up the chain if not addressed within predefined thresholds. Customers receive automated status updates to keep them informed of ongoing incidents and expected resolution times. Carbyne's structured escalation process, combined with AI-driven predictive alerts, global 24/7 coverage, and fast-track escalations, ensures that incidents are handled with urgency, minimizing impact while maintaining stringent SLA commitments.

Escalation

Carbyne Support prioritizes issues based on urgency to get items resolved based on your escalation interval outlined in Appendix B of the RFP. Critical (P1) issues get immediate attention from Tier 2 and Tier 3, while less urgent problems follow a set timeline to ensure an SLA isn't missed. Customers get regular updates, and for outages, Carbyne generates a Root Cause Analysis (RCA) to identify the root cause, and define mitigation steps to prevent the issue from happening again.

2. Describe what services are to be completed remotely, and which tasks require on-site technician response.

The majority of Carbyne's services are handled remotely, including system configuration,

software updates, proactive monitoring, and troubleshooting. The Professional Services team remotely sets up and configures the system, while the 24/7 Support Team (NOC & TSEs) manages incidents, reconfigurations, and AI-driven monitoring. Software updates and security patches are also provided remotely, ensuring continuous system optimization and minimal downtime.

Carbyne's innovative SaaS-based solution offers significant advantages, particularly in terms of remote capabilities and reduced need for on-site presence. Here's an expanded explanation of Carbyne's remote services:

Remote Deployment and Configuration

Carbyne's cloud-native architecture allows for:

- Remote system setup, configuration, and testing
- Virtual deployment of software components
- Minimal on-site hardware requirements

This approach significantly reduces deployment time and costs associated with traditional on-premise solutions.

Proactive Monitoring and Maintenance

Carbyne has implemented an advanced monitoring and alerting platform:

- Real-time tracking of hardware, network, and software performance
- AI-driven anomaly detection for early issue identification
- Comprehensive dashboards displaying both business metrics and system health

This proactive approach allows Carbyne to address potential issues before they impact operations.

Remote Updates and Upgrades

Carbyne has a remote management of system updates:

- Remote software updates and security patches
- Automatic feature rollouts without service interruption
- Ability to quickly deploy new capabilities across all customer instances

Minimal On-Site Requirements

Carbyne's solution minimizes the need for physical presence:

- Remote troubleshooting and issue resolution in most cases
- On-site visits limited to rare hardware-related issues or initial setup
- Reduced downtime and faster problem resolution through remote access

By leveraging these advanced remote capabilities, Carbyne offers an efficient, cost-effective, and future-proof solution. This approach not only streamlines operations but also ensures that emergency communication systems remain cutting-edge with minimal disruption to critical services.

On-site support is only needed for hardware-related tasks such as physical installations, network infrastructure issues, critical hardware replacements, or emergency system restorations. If a problem cannot be resolved remotely, an on-site technician is deployed to ensure proper installation, testing, and full recovery of the system. This hybrid approach ensures fast response times for most issues while minimizing disruptions for customers.

- a. How does your proposal meet the two-hour response for on-site maintenance/service as required in the RFP?
 - i. Who or what company will be providing on-site ‘smart hands’ within Oakland County?

Carbyne’s current smart hands partner, TeamSOS, will assign both a primary and a backup technician to Oakland County. TeamSOS already has technicians in the area and can scale its support as needed to meet additional demands. Both Carbyne and TeamSOS are fully equipped to support Oakland County and meet the two-hour response time for on-site maintenance/service as outlined in the RFP. Carbyne has found TeamSOS to be a professional, committed, and dedicated partner, with a strong understanding of the 911 business and project needs, demonstrated in all previous projects. Throughout these projects, we have developed a set of processes to streamline collaboration and ensure that TeamSOS engineers are regularly trained on Carbyne products and the operational expectations required for successful execution.

- 3. The initial RFP was unclear as to the County’s openness to hosted, cloud-based, and hybrid solutions. To clarify, the County is interested in a solution that retains all 911 voice calls within Michigan in which voice elements are not routed outside of the State after the initial receipt.
 - a. Please state the level at which your solution now utilizes cloud technology, and for what functions/features, and how the above parameters work within your solution.
 - b. If the network diagram you provided initially has changed, or will be updated to meet these parameters, please provide the appropriate network diagram to meet this specification.

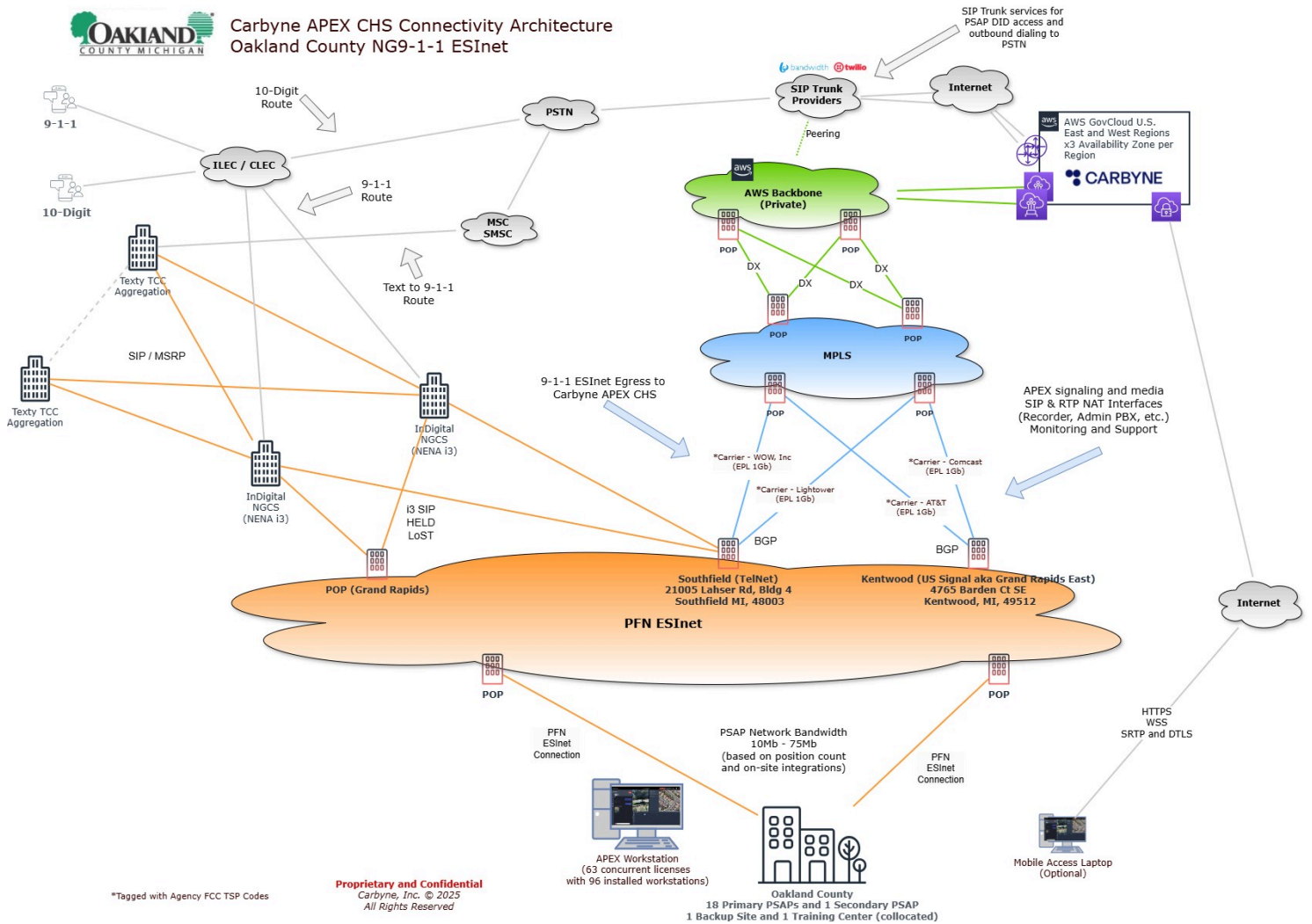
Yes, we are complying with the requirement and ensuring voice elements are routed to our Network-to-Network Interface (NNI) within the State of **Michigan**.

9-1-1 calls will be delivered to the APEX CHS demarcation point at the NNI located at the designated TelNet and US Signal POP facilities in **Michigan**. APEX CHS network traffic then traverses private networks (no Internet) to AWS GovCloud U.S.. APEX CHS services are deployed in 6 (six) AWS GovCloud U.S. availability zones (data centers) distributed between the AWS GovCloud U.S. East and West regions. Compared to legacy host-remote CHS deployments at 2 (two) data centers, the APEX solution deployed at 6

(six) data centers provides a 3x increase in redundancy and availability. Carbyne has deployed similar architecture in production for multiple customers with successful results. Carbyne already implemented multiple large-scale complex multi-site projects successfully. Network latency ranges between 40ms - 130ms Round Trip Time (RTT), depending on AWS GovCloud U.S. region. All costs associated with this connectivity are included in the proposed solution price.

Carbyne has deployed this architecture with the following 9-1-1 service provider ESInets:

- AT&T ESInet (Intrado i3 NGCS and TCC)
- State of WA NOANET ESInet (Comtech i3 NGCS and TCC)
- State of PA PEMA ESInet (Comtech i3 NGCS and TCC)
- State of CA CalOES ESInet - Atos, NGA, Synergem (pending), Lumen (pending)
- Charleston SC ESInet (InDigital i3 NGCS and Intrado TCC)



4. Have any of your security measures been updated or altered? If so, please advise of the change, the purpose, and if such change is fully operational in a live deployment.

Carbyne continuously evaluates and enhances its security measures to align with industry best practices, evolving threat landscapes, and regulatory requirements. Since April 2024, we have implemented several key security updates, including:

- **Strengthened Cloud Security Monitoring and Risk Management**
 - Purpose: Enhancing cloud security posture by improving real-time risk detection, vulnerability management, and compliance monitoring.

- Deployment Status: Fully operational in live environments across our cloud infrastructure.
- **Enhanced Secure Software Development Lifecycle (SDLC) Practices**
 - Purpose: Improving application security through the integration of security best practices in the development lifecycle, including advanced security testing and secure coding initiatives.
 - Deployment Status: Fully operational, with continuous enhancements and ongoing developer training.
- **Expanded Security Awareness & Training Programs**
 - Purpose: Strengthening security culture and expertise through structured training programs focused on secure coding, threat modeling, and best practices for application security.
 - Deployment Status: Phased rollout in progress, with full implementation targeted for Q1 2025.
- **SOC 2 Type II**
 - Carbyne has successfully completed its SOC 2 (Type II) audit for the controls we've implemented with respect to security, availability, and confidentiality. Achieving SOC 2 (Type II) certification means we've established processes and practices with respect to these three control principles that have been validated by an independent third party.
- **ISO/IEC 27001:2022**
 - Carbyne maintains an ISO/IEC 27001:2022 certification to demonstrate our conformity with the defined requirements in the ISO/IEC 27001:2022 standard for establishing, implementing, maintaining and continually improving an information security management system.
- **ISO/IEC 27017**
 - Carbyne complies with ISO/IEC 27017, an international standard that provides guidelines for information security controls specifically for cloud services. This certification enhances Carbyne's ability to protect your data in the cloud, addressing unique security challenges and providing robust protection against unauthorized access and breaches. Carbyne continuously updates their practices to align with these guidelines, confirming your information remains secure in the cloud environment.
- **HIPAA Compliance**
 - Carbyne provides security and privacy protections that enable customers to use Carbyne in compliance with the U.S. Health Insurance Portability and Accountability Act (HIPAA). Customers who are subject to HIPAA compliance and want to store Protected Health Information (PHI) in Carbyne must enter into a Business Associate Agreement (BAA) with Carbyne. For more information about HIPAA Compliance for Carbyne, please contact Carbyne Sales.

- **CSA STAR (CAIQ) Level 1**
 - Cloud Security Alliance (CSA) Consensus Assessments Initiative Questionnaire (CAIQ). Additionally, Carbyne has achieved Cloud Security Alliance (CSA) STAR Level 1 which addresses fundamental security principles across 16 domains to help cloud customers assess the overall security risk of a cloud service. STAR encompasses the key principles of transparency, rigorous auditing, cloud security and privacy best practices, and harmonization of standards outlined in the Cloud Controls Matrix (CCM).
- **GDPR Compliance**
 - Carbyne fulfills the role of the data processor under the EU GDPR and similar legislation of other countries and complies with its obligations. Carbyne has implemented privacy and security practices to ensure Carbyne compliance with the GDPR. These practices include:
 - Training personnel on privacy and security practices, including privacy by design principles.
 - Conducting privacy impact assessments.
 - Providing highly configurable features to our customers to also enable them to manage their obligations (access controls, anonymization methods, etc.).
 - Maintaining records of processing activities.

These security enhancements reinforce our commitment to protecting our customers' data and maintaining the highest security standards.

5. Please provide a detailed list of features/functionality that have changed or been added since your initial response. Below are some, but not all, of the features you may include:
- a. ACD
 - b. TTY/TDD
 - c. Language translation
 - d. Transcription
 - e. Mapping upgrades
 - f. New/improved management reports
 - g. Other required features as outlined in the original RFP
 - h. Any Value-added features/functionality

New Features since April - 2024:

- **Carbyne Event Assist** - Enable advanced artificial intelligence (AI) to listen to calls and extract critical information in real time, reducing cognitive load for agents. Event Assist includes call summarization and pulls key details, updating in real time.

- **AI-V Admin Assist** - Enable AI powered agents to answer administrative calls, analyze requests, and retrieve relevant information from a knowledge base compiled from PSAP provided materials, ensuring accurate and context-specific responses. Functionalities include responses to information requests, call routing to internal and external departments, and integrated workflows for filing reports. AI-V Admin Assist supports multi-modal response, meaning in addition to voice interaction, callers can receive SMS responses with information, phone numbers, addresses and webpage links.
- **ZERO Click - Dual way Language Translation (40 Languages)** - When a non-English speaking caller is answered by an agent using APEX, APEX detects the language, transcribes what the caller is saying in both non-English and English. When the agent responds in English, a voice message is announced in the detected language to the caller and agent that automatic translation is in progress. Following this, the agent's English is audio translated to the detected language for the caller to hear. This feature is currently generally available for Spanish with additional languages to be added this year.
- **Cherry Pick Calls** - Enable an agent to answer an incoming call, regardless of the time the call has entered the site.
- **Wrap Up/State Timer** - Enable the agent's wrap-up time after a call has ended, so they can view the call's details and do all the steps required before answering the next call.
- **Tiered Ring Groups** - Tiered ring group routing strategy enables an additional group of agents with the required skills to answer the calls if the first group does not answer within the time configured by your communication center.
- **Agent Greeting** - Support automated voice greeting messages upon answering a call in the agent voice.
- **Automated Abandoned Callback** - An automated bot that dials back to abandoned calls. This can be used in conjunction with Automated Abandoned Textback.
- **Call an Agent from the Agent Tab** - An agent can call, conference, or transfer a call to an agent at another APEX station within the same tenant from the Agent Tab.
- **New Call Volume Per Day of Week Analytics Report** - Analytics report displays hourly data for the calls handled by your communications center, for each day of the week during your selected time range.
- **New Customer Roles** - User role to provide access to either or multiple: Events History, User Management, Analytics.

6. Please describe in detail your current ability to interface with the following:
- a. TEXTY
 - b. RapidSOS
 - c. Other

Carbyne is committed to meeting the RFP integration requirements summarized as follows:

- ECaTS formatted data spill provided at the Southfield data center from the CHE to the InDigital Logix application
- CLEMIS CAD integration via standard NENA-STA-027.3-2018 interface
- Equature media recorder version 17.5.2 (or greater) integration via standard NENA-STA-010.3 interface (RFC 7866)
- Administrative PBX (based on RFP Amendment 3) integration via SIP Trunk or media GW
- Motorola radio console audio integration via Carbyne Trigger Module (CTM) device
- Okta SSO integration via standard SAML 2.0 interface
- RapidSOS AML integration
- InDigital Text to 9-1-1 integration (Oakland County PSAPs can either utilize the TEXTY browser-based app for processing Text to 9-1-1 calls or they can use APEX with integrated Text to 9-1-1. This is a per-PSAP option)
- What3Words integration
- PFN ESInet with InDigital NGCS i3 interface integration

7. Please provide an updated timeline for deployment with Day 1 equal to contract signing.

The cutover timeline outlines the process for transitioning from the existing CHE system to the APEX Cloud Native Call Handling system. This plan focuses on minimizing disruptions, ensuring data integrity, facilitating user training and coordination with all 3rd party integration vendors for a smooth cutover for all PSAPs.

1. Planning Preparation (Months 1 - 2)

- **Stakeholder Engagement:** Identify and engage key stakeholders to ensure alignment on goals and expectations.
- **System Assessment:** Review existing and future network designs, CHE workflows, and integrations to understand dependencies and potential challenges.
- **Create Operations Workbook:** Throughout the planning phase, we will be creating an Operations Workbook for each PSAP, which will define all the criteria for building out each instance of APEX.
- **Integration Plan:** Develop a plan for each PSAP's 3rd parties to complete their readiness preparation for integration to include certification in Carbyne's lab for new integrations, and timelines for production testing with the new PSAP tenants.
- **Testing Strategy:** Create a testing plan that includes regional and cloud failover tests, each PSAP system tests, and user acceptance testing (UAT) to validate the new system functionality.

- **Architecture Review:** Overview, design and finalization agreement of all infrastructure.
- **HW Review/Order:** Validate all the required Hardware and place orders to be sent and staged at the vendor facilities.

2. Execution and Training (Months 3 - 9)

- **Network Builds:** Implement network build outs according to the finalized plans in conjunction with the State ESINet providers and our partners in the AWS GOVCloud.
- **APEX Tenant Builds:** Engineer each APEX tenant according to the PSAP preferences and in preparation for integrating with 3rd party applications.
- **Training Plans and Execution:** Develop training plans according to the needs of the PSAPs. Schedule the training sessions and administer the training according to the plans. Training typically includes remote LMS training and an onsite skills check, along with CSMs or other personnel to support the PSAPs during the cutover process.
- **HW / SW Staging and Deployment Plans:** All hardware will be staged with OS and AV updates, ready for APEX installation. Plans will be set on when to install at each PSAP taking into account cutover order and space availability within the PSAP.

3. Integration and Testing (Months 7 - 10)

- **APEX Tenant Production Readiness:** Build and test each APEX tenant to ensure all feature flags and PSAP specific requirements such as address books, queues, skill sets, and audio tones, etc., are set. This is to minimize as many minor configuration changes post cut that can cause frustration with the call takers upon migration to the new system.
- **Integration Execution:** Execute the integration of all 3rd party applications into the production instance of the APEX tenants. Test to ensure full functionality prior to migration.
- **System Testing:** Conduct thorough testing of the APEX call handling system, including functional and performance testing, as well as regional and cloud failover testing.
- **UAT:** Facilitate user acceptance testing with key users to confirm that the new system meets business requirements.

3. Cutover Preparation and Execution (Months 10 - 12)

- **Final Preparations:** Ensure all documentation, user guides, and training materials are finalized and distributed.

- **HW Installation at the PSAPs:** If not installed earlier per specific PSAP requirements, the installation plans will be executed in this phase.
- **Training Conducting:** Execute the training according to the agreed upon plan
- **Cutover Schedule:** The cutover schedule will be coordinated with each stakeholder party to include the PSAPs, and all relevant network and third party applications. Initial Carbyne recommendations would include:
 - Week 1: Tuesday: PSAP 1, Thursday: PSAP 2
 - Week 2: Tuesday: PSAP 3, Thursday: PSAP 4
 - Week 3: Tuesday: PSAP 5, Thursday: PSAP 6
 - Week 4: Tuesday: PSAP 7, Thursday: PSAP 8
 - Week 5: Tuesday: PSAP 9, Thursday: PSAP 10
 - Week 6: Tuesday: PSAP 11, Thursday: PSAP 12
 - Week 7: Tuesday: PSAP 13, Thursday: PSAP 14
 - Week 8: Tuesday: PSAP 15, Thursday: PSAP 16
 - Week 9: Tuesday, PSAP 17, Thursday, PSAP 18
 - Week 10: Tuesday, PSAP 19, Thursday, PSAP 20
 - Week 11 Tuesday, PSAP 21

This plan allows for observation and any issue mitigation to be flushed out in between PSAPs. **NOTE:** This is a recommended proposal. The full deployment and cutover plan will need to be defined and agreed upon with all relevant parties at the table.

4. Post-Cutover Support (Month 13)

- **Monitoring:** Closely monitor the new systems for any performance issues or user-reported bugs.
- **Feedback Loop:** Gather user feedback to identify areas for improvement and address any challenges promptly.
- **Training Sessions:** Conduct follow-up training sessions to reinforce knowledge and improve user proficiency.
- **Review Meeting:** Hold a post-implementation review meeting with stakeholders to discuss the transition's success and gather insights for future improvements.

5. Long-Term Considerations (Ongoing)

- **Continuous Improvement:** Establish a schedule for regular reviews of the new CHE system to ensure it evolves with user needs and business goals.
- **Documentation Updates:** Keep all user manuals and technical documentation current based on system updates and user feedback.

Proposed Timeline Summary:

- **Months 1 - 2:** Planning Preparation
- **Months 3 - 9:** Execution and Training
- **Months 7-10:** Integration and Testing
- **Months 10-12:** Cutover Preparation and Execution
- **Month 13:** Post-Cutover Support

This structured approach aims to ensure a smooth transition while addressing all critical areas of concern, allowing users to adapt effectively to the new system. This approach also assumes all relevant stakeholders and 3rd party readiness aligns with and drives towards the same timeline. Carbyne is unable to commit third parties to meet the timelines that were not retained by Carbyne.

8. Please provide a list of deployments for your solution that have occurred since your initial RFP response. Please include the 'go live' date, size (number of PSAPs, number of seats), and if full deployment has been achieved.

Customer	Number of Sites	Total Number of Seats	Deployment Date	Status
Dade County MO	1	2	5/2024	Full Deployment
Dallas County MO	1	4	5/2024	Full Deployment
City of Branson MO	1	3	5/2024	Full Deployment
Taney Ambulance MO	1	2	5/2024	Full Deployment
Taney County MO	1	4	5/2024	Full Deployment
Stone County MO	1	6	5/2024	Full Deployment
Barry County MO	1	6	5/2024	Full Deployment
Christian Co MO	1	9	5/2024	Full Deployment
JeffCom CO	1	95	7/2024	Full Deployment
Glenview IL	2	24	7/2024	Full Deployment
Ottawa OK	1	4	7/2024	Full Deployment
Cumberland County PA	1	17	8/2024	Full Deployment
Adams County PA	2	10	8/2024	Full Deployment
Franklin County PA	2	14	8/2024	Full Deployment
Dauphin County PA	1	27	8/2024	Full Deployment
Fairfield County OH	1	7	9/2024	Full Deployment

Customer	Number of Sites	Total Number of Seats	Deployment Date	Status
Dept of Transportation - Medellin Columbia	1	8	1/16/25	Full Deployment
Deant 123 Medellin Columbia	1	10	1/27/25	Full Deployment
Santa Barbara, CA	2	8	2/2025	Final Testing
Medellin Columbia Sites 123	1	95	2/27/25	Final Testing
Charleston SC	2	68	3/2025	Final Testing
CSX, Jacksonville, FL	1	41	3/2025	Final Testing
Tularosa, NM	1	14	3/2025	Final Testing
Columbia UNP - Rest of Country	55	121	3/31/25	Implementation Phase
East Bay Regional PD, CA	1	6	3/2025	Implementation Phase
Morgan County, IN	1	7	3/2025	Implementation Phase
Lawton, OK	1	17	3/2025	Implementation Phase
Cobb County GA	2	56	3/2025	Implementation Phase
Georgia Tech, GA	1	6	4/2025	Implementation Phase
Grand Junction, CO	1	27	4/2025	Implementation Phase
Crosswalk Health, TX	1	10	4/2025	Implementation Phase
Berkeley County, SC	2	25	4/2025	Implementation Phase
Panhandle Regional TX	21	43	4 - 8/2025	Implementation Phase
DeKalb County GA	1	60	5/2025	Implementation Phase
City of Hialeah, FL	2	27	5/2025	Implementation Phase
City of Roswell, GA	1	14	6/2025	Implementation Phase
Lawrence, MO	1	4	6/2025	Implementation Phase
Boone County, GA	1	7	6/2025	Implementation Phase
Wyoming Highway Patrol, WY	1	20	9/2025	Implementation Phase
City of Laredo, TX (STDC)	8	26	9/2025	Implementation Phase
Denver CO	2	132	11/2025	Implementation Phase

9. Please see updated position counts for the County PSAPs below. Please provide updated pricing for the project on the pricing sheet provided.

***Carbyne has updated pricing on the attached pricing sheet.**

PSAP Name	Current Total Count	Always Active Count	"Backup Position" Count
Berkley	3	3	0

Birmingham	3	3	0
Bloomfield Hills	2	1	1
Bloomfield Township	4	2	2
Farmington	5	4	1
Ferndale	3	2	1
Hazel Park	2	2	0
Madison Heights	3	3	0
Novi	5	2	3
Oak Park	2	2	0
Oakland County Sheriff	22	11	11
Oakland University	2	1	1
Rochester	2	2	0
Royal Oak	6	5	1
Southfield	8	4	4
Troy	7	6	1
Waterford	5	5	0
West Bloomfield	5	4	1
White Lake	2	1	1
Pontiac (Backup)	5	0	5

10. In the original response template, tab 4.2, in the top section, “Bidder agrees to the County's contract template provided as written and, if you are a reseller, all reseller obligations in the solicitation and RFP. “ Please respond YES or NO.

Yes, Carbyne can accept the contract template, except for the slight redline requests sent with Carbyne’s original RFP submission and attached. Carbyne is providing a SaaS solution and as such, we respectfully request some revisions to the contract template to accurately reflect the product terms.



Support Terms & Service Level Agreement (Support Terms)



v2.21

December 2025
US-EN

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Notice

This document does not constitute an offer of any nature whatsoever and does not create any binding obligations on CARBYNE to enter into an agreement with any third party. All information contained herein is for informational purposes only. The products and/or systems described in this document are furnished under the terms and conditions of a specific license agreement or non-disclosure agreement and only such written agreement shall be binding on CARBYNE. All information included in this document, such as text, graphics, photos, logos, and images, is the sole and exclusive property of CARBYNE, which is the proprietary confidential information of CARBYNE and/or its licensors and is protected by applicable national and international copyright. Any other duplication, distribution, re-transmission, or modification of the information in this document, whether in electronic or hard copy form, without the express prior written permission of CARBYNE, is strictly prohibited. In the event of any permitted duplication, redistribution, or publication of copyrighted material, no changes in, or deletion of, author attribution, trademark legend, or copyright notice shall be made.

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Definitions

Term	Definition
Hot Fixes	A software patch, software version, file, or script that Carbyne provides to remedy any fault which is out of Carbyne's regular software version release cycle.
Integrated Product Scheduled System Unavailability	Any scheduled and pre-announced unavailability period of an Integrated Third-Party Component.
Integrated Product Unscheduled System Unavailability	Any unscheduled System Unavailability of an Integrated Third-Party Component.
Integrated Third-Party Components	Any component that is provided by a third party and is embedded in the Platform and/or Software. An example of such a component is Google Maps, which is viewed in APEX.
Integration with External Interfaces	Any software or hardware that is not owned or provided by Carbyne and which you require Carbyne to write code and/or connect physically to use with the Platform and/or Software.
Key Performance Indicator (KPI)	Any measured indicator of performance of the Platform which is tracked and reported (e.g., System Unavailability, availability) as described in these Support Terms.
NOC	Network Operations Center
Platform	The hosted platform, software as a service and/or other hosted product or service which Carbyne or its affiliate(s) make available to you pursuant to the applicable agreement between you and Carbyne. The Platform excludes Software.
Professional Services (PSE)	Professional Services, such as installation and integration services, Tier-3 Support Services, and complex support escalations from Tier-2 Support Services (such tiers as described in these Support Terms). A description of the Professional Services will be set forth in a Statement of Work.
Services	The services provided or required to be provided by or through Carbyne, such as Support Services and Professional Services.
Software	The software in object code we provide to you for download which enables you and your Authorized Users to access the Platform. Software includes any upgrades we provide in accordance with these Support Terms. Software excludes the Platform.
Statement of Work or SOW	A detailed plan of work that describes professional services (such as installation and integration services) to be agreed upon in writing by the parties.
Support Services	The maintenance and support services provided in connection with your use of Platform and/or Software, as applicable, in accordance with these Support Terms.

Chapter 1

Support Terms Overview

These Support Terms outline the maintenance and technical support for Carbyne's products and services. As used in these Support Terms, "Carbyne", "us", "we" or "our" refers to Carbyne Ltd., Carbyne, Inc. or Carbyne911 Mexico S. de RL de CV, as applicable, and "Customer", "you" and "your" refers to the customer who purchased or subscribes to Carbyne's products and services.

These Support Terms remain valid until superseded by revised or updated Support Terms that Carbyne provides or makes available to the Customer.

The Carbyne Customer Support department operates a 24/7/365 global services and support center staffed by Carbyne's product, security and IT experts who provide remote management of Carbyne products and services.

Under these Support Terms, Carbyne also provides proactive support to maintain the Platform's operation. Tasks may include the systematic inspection, testing, measurement, adjustment, detection, and correction of suspected issues in the Platform and/or Software, either before they occur or before they develop into major defects. Carbyne does not provide support services for any of Customer's IT infrastructure, ancillary services and equipment, which include without limitation internet, electricity, modems, servers, workstations, hardware and operating systems, and the security of Customer's own systems.

The primary goal of this preventive maintenance is to avoid or mitigate the consequences of potential failures in the Platform, including the Software and its core capabilities. Preventive maintenance is designed to preserve and restore reliability of the Platform and Software by identifying potential issues in advance.

Chapter 2

Support Services

We offer Support Services during the period for which you have purchased Support Services from Carbyne as specified in the applicable valid purchase order or valid contract between you and Carbyne (“Maintenance & Support Period”).

2.1 Reporting Technical Issues to Carbyne

Our Support Service Responsibilities

Carbyne operates 24 hours a day, 7 days a week, and 365 days a year, Network Operations Center (NOC) staff which is monitoring the Platform system health including:

- Cloud services and infrastructure
- Carbyne platform
- Third-Party platform services integrated with the Platform

Our NOC will dispatch and alert our support teams worldwide in an automated “follow the sun” mode, to help expedite response time and recovery from the relevant region with around the clock alerting and escalating procedures to meet our Support Services obligations.

You may submit a Support Services ticket by contacting us as described in Chapter 3 below. The NOC will assign an initial tier of Support Services (the tiers are described below) based on the information you provide and will keep you informed of the repair status regularly until the ticket is closed.

Your Responsibilities

- All technical support requests should be directed to the Technical Support Center as described below.
- When submitting a service request, include the following information:
 - Name of your organization and location
 - Contact name and email address (including an alternate contact)
 - Detailed information regarding the technical issue
- The individual requesting support should be knowledgeable and properly trained on the operation of the Platform, including the Software, if applicable.
- Provide us with any additional information as requested regarding the technical issue as in order to assist us in resolving it.
- Provide timely feedback to our Support Services team regarding case status and resolution.

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- Provide remote access (if required and in compliance with your security policies) to enable us to detect Platform availability and performance stats.
- Notify our Support Services team or Customer Success Management of any activity that impacts the Platform (such as software installation, hardware upgrades, network upgrades, firewall changes, ISP changes or deactivation).
- The Platform must be updated to the latest version or n-1, as required in section 2.4 in these Support Terms. Versions older than n-1 may be not supported.

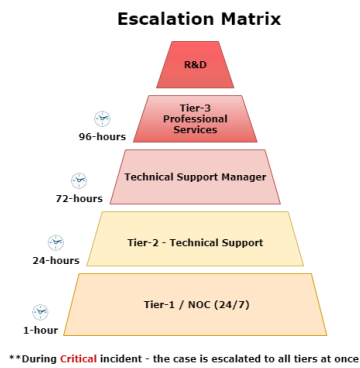
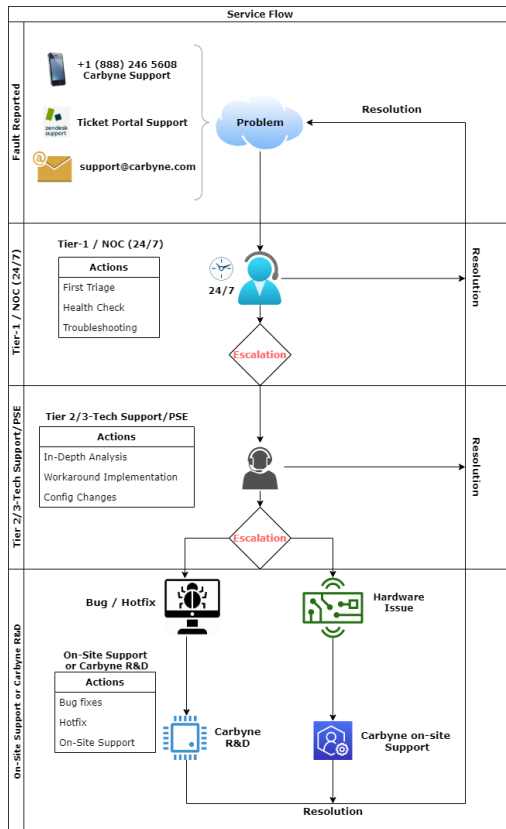
2.2 Escalation

The initial triage to provide Support Services will be operated by the NOC team (Tier-1 Support Services). The engineer on shift will provide troubleshooting in an effort to solve the issue, answer questions and restore the Platform or Software (as applicable) to its functional state.

The NOC engineer will gather as much information as possible from you to understand whether an immediate escalation is needed to avoid any delay with Platform service restoration.

The NOC engineer will investigate the issue or will collaborate with the next support tier (Tier-2 Technical Support Services) to resolve the issue. Additional escalations may be required to provide a resolution or a workaround according to the described escalation flow, as described on the next page:

Internal Escalation Flow:



2.3 Software Upgrades

We make Platform upgrades available at no additional cost, typically four (4) times a year (“Quarterly Release”), during the Maintenance & Support Period. These upgrades generally include newly released versions and “Hot Fixes” but may exclude new features that are made available separately.

Upgrade dates will be announced by the Customer Success Manager (CSM) via email. User manual, release notes, and additional relevant information will be posted on the Carbyne Support portal.

2.4 Supported Products and Versions

Support Services will be provided for the then-current version of the Platform and/or Software (and applicable features) and one version back. We will support earlier versions on a best reasonable effort basis and for critical faults only.

Support Services shall not cover, and will not be provided to address, errors caused by amendments, alterations or modifications to the Platform and/or Software, which you, or a third party, have made without Carbyne’s written consent, or errors caused by using the Platform and/or Software in a manner that violates Carbyne Terms and Conditions (or the applicable agreement between you and Carbyne) or instructions provided by Carbyne.

Carbyne does not offer assistance with, or pair with, any third-party integrator which is not provided by Carbyne. This includes any third-party hardware or software installations, uninstallations, modifications, or any other types of configurations, which may impact the Platform and/or Software.

Carbyne does not advise, recommend, prefer or consult on any third-party provider or integrator which is not related to the Platform and/or Software.

Carbyne is not responsible for the correction of issues resulting from a third-party software, equipment or any other third-party vendor which is not related to the Platform and/or Software.

Chapter 3

Support Work Procedure

3.1 Communication

- a. You may communicate with our Support Services team by email (support@carbyne.com), a secured customer internet portal, or by phone (24/7/365):
US Support - +1 (888) 246-5608
MX Support - +52 (55) 8526-5076
IL Support (24/7) - +972 (53) 982-1236
CO Support (24/7) - +57 (604) 204-0675
All communications related to Support Services will be in English unless otherwise agreed upon for specific customers.
- b. Our Support Services team will respond according to the ticket severity as defined in section 4.1.a below.

3.2 Ticket Escalation Matrix (by Level)

- a. Support Services tickets for Critical issues (as defined in Section 3.3 below) which require a prompt response may be escalated based on the table below. You acknowledge that we may substitute the Position as part of this escalation process as we deem appropriate.

Level	Position	Contact Email
Level 1	Support Operations Leads	Support.Leads@carbyne.com
Level 2	Director of Customer Services	OpsLeads@carbyne.com
Level 3	Director of Professional Services Director of Network Engineering	
Level 4	VP of Global Operations	

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3.3 Ticket Classification (Severity Levels)

We will determine the severity of a Support Service ticket based on the impact of the issue. Ticket classification levels are described in the table below:

Problem Severity	Description
Critical [P1]	A system-wide service degradation resulting in System Unavailability
	Malfunction or inaccessibility of critically defined product or feature core capabilities (as described in the ADDENDUM)
	For APEX , when requiring ingress 911 calls traffic re-route
Major [P2]	Data transmission delays but without any loss of information
	An incident with significant performance degradation of one or more Platform core capabilities, that causes a major impact on business operations for a significant number of end-users
	User interface problems causing significant difficulty in performing basic operations
	For APEX , when 50% or more of available workstations are unusable (no voice) and/or location feature degradation for all Call Handling positions.
Minor [P3]	Non-critical user interface issues
	Problems in non-critical components that do not affect system users
	Significant delay in video initialization and/or latency issues
	For APEX , when a third-party interface is inaccessible
Other [P4]	May reflect any problem that does not fit into one of the above categories

3.4 Ticket Handling

- a. A support ticket will be opened when the customer contacts Carbyne support via one of the approved communication channels as described above.
- b. Upon receipt of a Support Services ticket through the secure customer internet portal, we will deliver a ticket to you via the secure customer internet portal.
- c. The progress of the issue will be recorded and documented in the secure customer internet portal ticketing system, where you can also track the progress.
- d. You agree to provide the necessary details as required under Section 2.1 above.
- e. We will identify the reported Error as a Minor, Major, or Critical Severity based on our initial evaluation. If you disagree with our classification, we will work together with you to jointly determine the Error classification. If after such good faith efforts the parties do not come to a joint determination, our determination of the Error classification will apply.

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- f. We will respond to Support Service requests in accordance with anticipated response times as described in Chapter 4 below. During the handling of Support Service tickets, we will regularly update you on the resolution progress via email or phone.
- g. Ticket Resolution. A reported issue is considered resolved when:
 - i. The applicable Platform and/or Software conforms substantially to its specifications as detailed in the product Documentation; or
 - ii. We have advised you on how to correct or bypass the Error; or
 - iii. The correction to the Error will be available through a future Software upgrade or Software patch; or
 - iv. You have confirmed to us that the issue has been resolved or is no longer occurring.
- h. If the resolution of a Support Service ticket requires a fix to the Platform and/or Software code (i.e. "we"), we will provide a fix in the upcoming minor or major release.
 - i. Note that in some cases, when the upcoming release is already in the "Code Freeze" stages, the relevant release might be the one after it.
- i. In some cases, we may issue an ad-hoc fix (i.e. "Hot-Fix") in parallel to include this fix in the upcoming release. These cases will be discussed on a per-case basis between Carbyne support personnel and the customer's point of contact.
- j. Requests for enhancements to the Platform and/or Software (i.e. requests to change and/or augment the Platform to support a new feature) will be documented and taken into consideration for the product roadmap. We have no obligation to add requested enhancements to the Platform, Software or any product offering.

Chapter 4

Support Level for Support Services

4.1 Support Level Time Definition

We provide the following target response time to Support Service tickets:

- a. Submission hours: Email, Carbyne's support portal, and phone support shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.

Target ticket response times in accordance with the following table for **Connectivity Service Levels Provided by Carbyne** (see Chapter 5.2):

Severity	Target Response Times			Resolution Time
	Acknowledgement Procedure	Response Time	Progress Report	
Critical [P1]	By phone	By Phone < 5 mins By Email < 30 mins By Portal < 30 mins	< 1 hour	< 3 hours for a temporary fix Permanent fix in the next maintenance window
Major [P2]	By email receipt notification		< 12 hours	< 72 hours for a temporary fix Permanent fix in the next maintenance window
Minor [P3]	By providing ticket ID		< 96 hours	< 10 Business days
Other [P4]			N/A	Next version release

*Target response times do not apply in the event of "Force Majeure" **

Target ticket response times in accordance with the following table for **Connectivity Service Levels Provided by Customer** (see Chapter 5.3):

Severity	Target Response Times			Resolution Time
	Acknowledgement Procedure	Response Time	Progress Report	
Critical [P1]	By phone By email receipt notification By providing ticket ID	By Phone < 10 mins By Email < 60 mins By Portal < 60 mins	< 3 hours	Best Effort
Major [P2]			< 2 days	
Minor [P3]			< 7 days	
Other [P4]			N/A	

*Target response times do not apply in the event of "Force Majeure" **

- b. We provide remote support when a remote connection is available.

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- c. We may provide on-site Support Services under specific circumstances only and only as agreed upon in writing. On-site Support Services may be subject to additional fees.
- d. **Target On-Site Response Times** are related to **Hardware which we have provided or resold to you with APEX** in accordance with the following table:

Severity	Target On-Site Response Times			Resolution Time
	Acknowledgement Procedure	On-Site arrival	Progress Report	
Critical [P1]	By phone	< 2 hours	< 30 mins	< 3 hours for a temporary fix Permanent fix in the next maintenance window
Major [P2]	By email receipt notification	< 4 hours	< 60 mins	
Minor [P3]	By providing ticket ID	Next business day	Next business day (or as required)	Next business day

Target response times do not apply in the event of **"Force Majeure"** *

- e. In the event the issue relates to third party hardware (i.e. hardware which we have resold to you), we will contact the applicable hardware manufacturer or vendor within the specified resolution time.
- f. We are not responsible for any hardware that was not installed at your site by us, and is part of our infrastructure (such as equipment, racks, ladder, enclosures, cable trays, etc.) which was bonded to the grounding system by you.
- g. In the event that hardware is affected by poor grounding, and it is necessary to replace the hardware at a cost, it will be your responsibility to pay for the replacement.
- h. **VoIP services included with APEX are provided by Twilio or Bandwidth.** We will contact the applicable provider, Twilio or Bandwidth, for Support Services tickets which relate to voice services included with APEX in accordance with the following table:

Severity	Target Response Times		Target Resolution Time
	Acknowledgement Procedure	Progress Report	
Critical [P1]	By phone	< 60 mins	< 3 hours for a temporary fix Permanent fix in the next maintenance window
Major [P2]	By email receipt notification	< 120 mins	
Minor [P3]	By providing ticket ID	Next business day (or as required)	< 2 business days

Target response times do not apply in the event of **"Force Majeure"** *

* **"Force Majeure"** refers to any System Unavailability or issues that are the result of events or conditions beyond Carbyne's reasonable control. Such events might include but are not limited to any acts of a common enemy, the elements, earthquakes, floods, fires, epidemics, and the inability to secure products or services from other persons or entities.

Chapter 5

IP Connectivity Services (for APEX)

We offer IP Connectivity Services to assist you in establishing IP Connectivity between your call center and our cloud-native APEX platforms. The scope of our IP Connectivity Services is a Managed Dedicated IP Connectivity.

5.1 Managed Dedicated IP Connectivity

Managed Dedicated IP Connectivity is provided by one of our third party IP Access Managed Service Providers ("IP Access MSP") on our behalf using managed equipment. We use IP Access MSPs to enable the movement of data more efficiently, securely and quickly to and from our cloud infrastructure. IP Access MSPs may also use local points-of-presence (POPs) built on the IP Access MSP's high-speed core backbone that they own, provision, and maintain. To achieve greater fault tolerance, we require a High Availability (HA) architecture. Fault tolerant capabilities will be built into the Managed Dedicated IP Connectivity Services, so if a single on-premises device or cable fails, or a physical or logical connection fails, you will not completely lose service, however you may experience a reduced level of service.

You may choose from the following types of telecommunications circuit connectivity:

- **Ethernet Private Line over two circuits ("EPL")** - EPL provides a dedicated and direct point-to-point connection between two locations. This connection is private, which means it is not shared with other customers nor does it route over the public internet. EPL access circuits allocate bandwidth to the specified customer, and are typically used to provide the Customer with direct access to the IP Access MSP core backbone network.
- **Direct Internet Access over two circuits ("DIA")** - DIA is a connection, delivered via ethernet or private-line circuits, that is not directly shared or used with others. While DIA provides dedicated bandwidth to the specified customer, the bandwidth traverses into core carrier networks that may be shared with others.

Our connectivity responsibilities for Managed Dedicated IP Connectivity:

- Management of the connectivity
- Operation, maintenance and troubleshooting of the connectivity

If you do not use Managed Dedicated IP Connectivity, you may choose to provide your own connectivity:

- **Customer Provided Internet ("CPI")** - CPI is an internet connection sourced and managed directly by the customer or the user, as applicable. Unlike dedicated circuits provided by carriers, by using CPI, the customer or its user relies on its own the customer's existing internet service to connect to the network, potentially sharing bandwidth with other users on the same service. CPI can vary in quality and reliability based on the customer's or user's chosen internet service provider.

Your connectivity responsibilities for Customer Provided Internet:

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- Management of the connectivity
- Operation, maintenance and troubleshooting of the connectivity

5.2 Connectivity Service Levels Provided by Carbyne

The following sets forth the service level (uptime) for the specified connectivity service:

Initials	Connectivity Name	SLA (Uptime)
EPL (Over Two Connections)	Ethernet Private Line	99.999%
DIA (Over Two Connections)	Dedicated Internet Access	99.999%

The **Product and Feature Service Level Agreement (SLA)** table listed in the **ADDENDUM** to these Support Terms is calculated based on the **SLA (uptime)** percentage of the **Connectivity Service Level** table above.

Carbyne will provide a 99.999% SLA only for the connectivity options included in the APEX solution (such as last mile connectivity, MultiProtocol Label Switching (MPLS), AWS DirectConnect (DX), and Managed Equipment).

5.3 Connectivity Service Levels Provided by Customer

The following set forth the service level (uptime) for the Customer Provided Connectivity:

Initials	Connectivity Name	SLA (Uptime)
ESInet	Customer Provided ESInet	Best Effort
CPI	Customer Provided Internet	Best Effort

Any connectivity services not specifically provided or managed by Carbyne or any of its partners, including those which are customer or user-provided, fall beyond Carbyne's control. As such, Carbyne does not offer any service level guarantees (SLGs) for Managed Shared IP Connectivity or any connectivity services that the customer or a user obtains or manages independently. The customer is solely responsible for obtaining and managing support for their own connectivity services. Carbyne does not provide support for these services, and any assistance offered is on a best-effort basis and is not subject to the support response and resolution times specified in these Support Terms.

With respect to use of Customer Provided Connectivity, Customer understands, acknowledges, and agrees that:

- Customer must meet Carbyne APEX System Requirements & Solution Reference document;
- Carbyne is not providing an internet connection for Customer

Carbyne does not control and is not responsible for:

- Customer's internet connection;
- The quality of Customer's internet connection;
- Any third-party products and/or services related to Customer's internet connection; or
- Issues with the Services that are caused by or related to Customer's internet connection.
- Carbyne will not contact any internet providers and/or service or product providers on Customer's behalf.

Chapter 6

On-Site Support Services

The On-Site Support Services are not included in Essentials Support Services. On-site Support Services are available for additional fees, including travel costs and fees for time and labor. On-Site Support is also available if you have purchased Premium Support Services.

6.1 On-Site Support Services Description

The purpose of on-site Support Services is to provide assistance with issues that require smart-hands troubleshooting and restoration at your site and which cannot be resolved remotely.

On-Site Support Services may be provided by third-party vendors.

On-Site Support Services includes quarterly preventive and routine maintenance reviews (four per year) of your system which is connected to the Platform and/or Software. We may also provide installation of Software updates, if applicable.

6.2 Our On-Site Support Services Responsibilities

- If the reported problem cannot be resolved remotely, we may recommend dispatching a technician to your site
- We will collaborate with your personnel to analyze applicable components (such as those provided by Carbyne or third party components which are connected to the Platform) to help resolve the issue

6.3 Your Responsibilities

- Perform responsibilities as detailed in the Report 2.1.b section
- Provide remote connectivity access (if required)
- Team with our on-site technical support personnel to perform all reasonable or necessary actions towards resolving the issue

We do not provide any technical assistance or Support Service with respect to any third party components that are not part of the Platform and/or Software. Such third party components may include any cable, hardware, or software operation activities, or any other network changes.

Chapter 7

Monitoring Services

The Monitoring Services are not part of Essentials Support Services, and are available if you have purchased Premium Support Services.

7.1 Monitoring Services Description

Monitoring Services are offered to provide you with remote visibility of the Platform, through a managed dashboard hosted by a third party (currently operated by Datadog).

By using the Monitoring Services, you will receive up to date information regarding the Platform health, such as Platform usage insights.

If you purchase this service, we will make a dashboard available to you and your authorized personnel.

7.2 Our Monitoring Services Responsibilities

- We will work with you to design the Monitoring Services dashboard.
- We will provide training to your authorized personnel who will access and use the Monitoring Services dashboard.
- If an issue on the Platform is detected, the Carbyne NOC representative will use reasonable efforts to address the issue.
- We will work with you to help optimize and improve the monitoring dashboard if there are changes to any integrations with the Platform.

7.3 Your Responsibilities

- Assign the champion to work with us to design, build and maintain the Monitoring Services dashboard.
- Update Carbyne's NOC with any changes to the authorized personnel contact information.
- Validate network connectivity to the relevant IPs, listed under the Carbyne APEX System Requirements & Solution Reference document document.
- Inform Carbyne's NOC prior to any scheduled changes to your systems which may inadvertently trigger the Monitoring Services dashboard.

Chapter 8

Remote Operating System Maintenance and Update Services (for APEX customers)

The Remote Operating System Maintenance and Update Services are not included with Essentials Support Services, and are available for additional fees.

8.1 Service Description

The purpose of Remote Operating System Maintenance and Update Services is to verify the APEX Platform is running on up-to-date operating systems which we have tested for compatibility with APEX. This service is currently available only for APEX.

8.2 Our Remote Operating System Maintenance and Update Service Support Responsibilities

- We will download and install Operating System updates for workstations or computers which we have provided to you (i.e. workstations or computers we have provided to you through an authorized reseller) and which have APEX installed. We are not responsible for any other workstations or computers.
- We will test and validate compatibility of applicable Operating System updates in test environments, prior deploying to your production environment.

8.3 Your Responsibilities

- Whitelist port 80 for HTTP and port 443 for HTTPS to obtain updates.
- Whitelist the following domains to obtain updates:
 - http://*.microsoft.com
 - https://*.microsoft.com
 - http://*.windowsupdate.com
 - https://*.windowsupdate.com
- Restart your work stations or take other action as required by Microsoft for updates to take effect.

Chapter 9

Premium Offerings

Support Level Subscription Plans

We offer two levels of Support Services as follows. Essential Technical Support is included in your subscription to the Platform. Premium Technical Support is available for an additional fee.

Support Service	Essentials	Premium
Communications via email, global support line, and customer support portal	Included	Included
SLA-based response and resolution	Included	Included
On-demand ticket reports	Included	Included
24×7×365 NOC	Included	Included
Third-party ticket management	Included	Included
Ticket summary meetings and reports	Not included	Monthly
Direct contact with Tier-2 support with escalation to Tier 3-4	Not included	Via a designated remote engineer
Preventive maintenance and troubleshooting	Not included	Up to 4 times per year
External Dashboards and usage monitoring	Not included	Tailored to Customer’s needs
Advanced Performance Tuning	Not included	Detailed performance analysis to help optimize system efficiency and resource utilization
Root Cause Analysis Report	Root cause stated in the ticket	Incident report with root cause analysis, actions taken, and preventive measures (within 5 business days)
Disaster Recovery Planning and Testing	Not included	Collaborate on disaster recovery planning, conduct regular testing, and refine procedures to minimize downtime and data loss
Purchased Hardware Support	Standard maintenance as agreed in the contract	Proactive hardware maintenance designed to keep hardware in peak condition

ADDENDUM

Product and Feature Service Level Agreement (SLA)

We currently use Amazon Web Services (AWS) to host the Platform. Our back-end applications are clustered and deployed globally, designed to provide redundancy with disaster recovery capabilities and minimal service restoration time (“Carbyne’s System”).

During any calendar month, uptime for core capabilities of the applicable Product shall be operational no less than:

Product	Feature	Uptime*	System Unavailability Example
APEX	Inbound 911 Call Flow (911 Voice Call, Text2911, TTY, RTT, 911 Location)	99.999%	26s
	Carbyne Location, AML, Chat, Imagery	99.99%	4m 22s
	Audio Recordings, NLP, Live Video	99.95%	21m 54s
Universe	Carbyne Location, Chat	99.99%	4m 22s
	Live Video	99.95%	21m 54s
Bridge Desk	Presenting Units, Map Layers, Weather Capabilities	99.9%	43m 49s
Customer Control Center, APEX Analytics	Customer Control Center Features Call Control Live Data Call Control Analytics	99.5%	3h 37m 21s
Smart API	Emergency Communications as a Service (ECaaS) Carbyne Connect IoT Capability	99.9%	43m 49s

Artificial Intelligence (AI) powered features and products (such as Admin Assist, Emergency Call Triage, Transcription & Translation, and Event Assist) are provided on a best efforts basis due to the nature of third party AI components which are incorporated in such features and products.

EXHIBIT VI

** The Uptime specified in this ADDENDUM excludes Planned Maintenance (as defined below) of the Platform. We are not responsible for System Unavailability caused by your IT infrastructure (such as internet services, electricity, modems, servers, workstations, hardware and operating systems), applications, by Third-Party integrations (such as your use of the Platform with your applications, software and equipment) over which we have no control or by Integrated Third-Party Components. Such System Unavailability will not count against the service levels specified in this SLA and Support Terms document. In addition, the Uptime will be defined based on the connectivity type described in Chapter 5.2 and 5.3 in this SLA and Support Terms document.*

1. System Availability and Scheduled System Unavailability

“Planned Maintenance” refers to our scheduled System Unavailability period.

- a. We may require Planned Maintenance for the reasons such as following:
 - i. Upgrade or installation of software components (which is usually done without service implication on end-users)
 - ii. Maintenance procedures required to upkeep the system
 - iii. Database or cloud services configuration changes
- b. We will use reasonable efforts to notify you of any Planned Maintenance no less than 2 business days before the System Unavailability period as follows:
 - i. By email to your contacts registered in Carbyne’s support portal
 - ii. Published in Carbyne’s support portal under the relevant message board
- c. We will not exceed more than sixty (60) minutes of Planned Maintenance for any of the core functionalities of the applicable Platform in any consecutive 30-day period.
 - i. Planned Maintenance for non-core functionality - Monday-Thursday during business hours
 - ii. Planned Maintenance for core functionalities (excluding 911/10 digit emergency call flow) - Monday and Thursday between 02:00-05:00 am EST (no longer than 60 minutes, or upon predefined notification agreed with the customer)
- d. We will not exceed more than twenty six (26) consecutive seconds at a time of service degradation for the 911/10 digit emergency call flow.
- e. We shall use commercially reasonable efforts to provide prompt notification (by email or phone) as soon as we become aware of any actual or potential unscheduled System Unavailability of the applicable Platform (or a functionality of the Platform) as well as provide regular updates during the unscheduled System Unavailability regarding progress in restoring the service and the estimated timeframe when the Platform (or the affected functionality) will be available.

EXHIBIT VI

- f. "System Unavailability" is defined as the percentage of seconds per month during which the feature or core functionality of the Platform, as applicable, is completely unavailable for your use. System Unavailability does not include any unavailability attributable to: (a) any Planned Maintenance; (b) your acts or omissions; (c) to connectivity issues resulting from third-party-managed integrations which access the Platform servers or from your internal network problems; (d) defects or bugs in the Platform or Software caused by any city, county or business, any PSAP Users, or any employee, agent or independent contractor of city, county or business; or (e) any other cause(s) beyond our reasonable control, including but not limited to those caused by Third-Party Data services over which we have no control (e.g. customer's internet service provider), Third-Party Components or a Force Majeure event. You are responsible for immediately notifying Carbyne of all third-party-managed related access, internal or external (e.g. internet service provider) network problems that arise.

2. System Availability with Third-Party Integrations

a. The Integrated Third-Party Component which is integrated with the Platform to provide additional external data to the Platform through an Application Program Interface (API) will be operational no less than 99.9% (43 minutes and 28 seconds System Unavailability in a calendar month) for a calendar month, excluding any scheduled maintenance of such Integrated Third-Party Component, whether scheduled by Carbyne or by the Third-Party Provider. This specified uptime applies only to the Integrated Third-Party Component as integrated with the Platform and/or Software and not to the Integrated Third-Party Component itself. We will use commercially reasonable efforts to schedule any Planned Maintenance for such integrations on minimal traffic days. Carbyne shall use commercially reasonable efforts to not schedule more than sixty (60) minutes of any such Planned Maintenance in any consecutive 30-day period.

b. We will use commercially reasonable efforts to provide you with notice as soon as we become aware of any actual or potential unavailability of a third party application, software or service which is integrated with the Platform which is outside of Planned Maintenance, as well as provide regular updates during the Integrated Product Unscheduled System Unavailability regarding the progress in restoring the service and the estimated timeframe when the integrated product will be available.

c. You will provide us with prompt notice, and in no case fewer than thirty (30) days advance notice, of any planned upgrade, whether by you or by any other third-party provider, of software or applications integrated with the Platform that we have no control of, such as power outages, ISP connections, IP or LAN connections or PBX maintenance, upgrades or updates of IT related hardware or software. Any downtime as a result of such upgrades or updates does not count against the service levels specified in this SLA.

d. In case of degradation of inbound or outbound non-emergency voice capability (provided by Twilio or Bandwidth) which results in failure to meet the SLA in Section 2(a) above, we will reach out to the applicable service provider (Twilio or Bandwidth) to submit a Critical Severity request. If possible, we may failover the voice services from one provider to the other while resolving such initial degradation of services.

EXHIBIT VI

3. Service Credits

Calculation

If we do not meet the applicable uptime for the features in the SLA table set forth above, you may be eligible for credits which may be applied toward your subscription fees (the "Service Credits"), as follows:

Service Credits are calculated as a percentage of the monthly subscription fee for the applicable product or feature based on the System Unavailability as described below. You may receive up to a maximum Service Credit of the percentage of one month's subscription fee paid for such product or feature. Service credits will not apply if the issue was resulted in by a Third-Party integration, as described in Chapter 2 above in this Addendum.

System Availability	Product (see SLA table in this Addendum for specific features)	Service Credit Percentage
Less than 99.999% but equal to or greater than 99.99%	APEX Platform, Call Control (only Inbound 911 Call Flow)	2%
Less than 99.99% but equal to or greater than 99.9%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	2%
	APEX Platform, Call Control	4%
Less than 99.9% but equal to or greater than 99.5%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	4%
	APEX Platform, Call Control	6%
Less than 99.5% but equal to or greater than 99.0%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	6%
	APEX Platform, Call Control	8%
Less than 99.0% but equal to or greater than 98.5%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	8%
	APEX Platform, Call Control	10%
Less than 98.5% but equal to or greater than 98.0%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	12%
	APEX Platform, Call Control	15%
Less than 98.0%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	20%
	APEX Platform, Call Control	25%
Equal or less than 75.0%	APEX Platform, Call Control	100%

EXHIBIT VI

Requesting Service Credits

To receive a Service Credit, you must notify us using one of the following options:

- Open a "Service Credit Request" ticket by emailing to support@carbyne.com, or by using the customer portal; or
- In writing at 45 W 27th St. Floor 2, New York, NY 10001, US, Attn: Legal Department, with a copy to legal@carbyne.com, or such other address provided by Carbyne from time to time

The request should be submitted within fifteen (15) days following the end of the month in which the System Unavailability occurred.

Claims must include the words "Service Credit Request" in the subject line; the dates and times of each System Unavailability incident; and any documentation to corroborate your claim of System Unavailability. You are required to remove or redact any confidential or sensitive or personal information in these logs.

All claims are subject to our review and verification before any Service Credits are granted. We will acknowledge requests for Service Credits within fifteen (15) business days of receipt and will use reasonable efforts to inform you of whether such a claim request is approved or denied within thirty days from receipt of the request.

If we confirm that the applicable uptime has not been met in the applicable calendar month, for which the Customer already paid, we will issue a Service Credit within one billing cycle from such confirmation. If you do not meet the submission requirements above, you will not be eligible to request a Service Credit for the applicable System Unavailability.

Service Credits will not entitle you to any refund or other payments from us and Service Credits are non-transferable. Service Credits will be provided only to a customer who has purchased and paid for the applicable Platform and has entered into a valid agreement with us governing such Platform, and followed the above process to request Service Credits.

The parties acknowledge and agree that Service Credits are intended as genuine pre estimates of loss that may be suffered as a result of any failure to achieve the applicable uptime specified above and are not deemed as penalties. To the extent legally permitted, our issuance of a Service Credit is your sole and exclusive remedy for our failure to meet the applicable uptime level specified above.



Carbyne APEX Quote

Meredith Morgan, Oakland County 911 Coordinator

Oakland County
1201 N Telegraph Road, Bldg 47W, Pontiac, MI 48341-1029
morganm@oakgov.com

November 17, 2025

Carbyne Contact:

Lori Harpring
Regional Sales Manager
+1.703.906.4375 | lorih@carbyne.com

Carbyne, Inc.
New York, NY 10001
www.carbyne.com

Quote

The following pricing is for APEX and any related services as described below. Any items not expressly stated below are not included.

Solution Fees

SKU	Description	List	Discount (Net Amount)
Annual Solution Subscription Fees			
APX.01CC	<ul style="list-style-type: none"> ● APEX Platform - 65 Concurrent Licenses <ul style="list-style-type: none"> ○ Oakland County Sheriff <ul style="list-style-type: none"> ■ 11 Concurrent Licenses ■ 22 Installed Workstations ○ Southfield <ul style="list-style-type: none"> ■ 4 Concurrent Licenses ■ 8 Installed Workstations ○ Royal Oak <ul style="list-style-type: none"> ■ 5 Concurrent Licenses ■ 6 Installed Workstations ○ Troy <ul style="list-style-type: none"> ■ 4 Concurrent Licenses ■ 7 Installed Workstations ○ Pontiac (Backup) <ul style="list-style-type: none"> ■ 5 Installed Workstations ○ Farmington Hills <ul style="list-style-type: none"> ■ 4 Concurrent Licenses ■ 6 Installed Workstations ○ Novi <ul style="list-style-type: none"> ■ 3 Concurrent Licenses ■ 5 Installed Workstations ○ Waterford <ul style="list-style-type: none"> ■ 5 Concurrent Licenses ■ 5 Installed Workstations ○ West Bloomfield <ul style="list-style-type: none"> ■ 4 Concurrent Licenses 	\$975,000.00	\$731,250.00

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SKU	Description	List	Discount (Net Amount)
	<ul style="list-style-type: none"> <ul style="list-style-type: none"> ■ 5 Installed Workstations ○ Bloomfield Township <ul style="list-style-type: none"> ■ 3 Concurrent Licenses ■ 4 Installed Workstations ■ 2 Laptops ○ Berkley <ul style="list-style-type: none"> ■ 3 Concurrent Licenses ■ 3 Installed Workstations ○ Birmingham <ul style="list-style-type: none"> ■ 3 Concurrent Licenses ■ 3 Installed Workstations ○ Ferndale <ul style="list-style-type: none"> ■ 3 Concurrent Licenses ■ 3 Installed Workstations ○ Madison Heights <ul style="list-style-type: none"> ■ 3 Concurrent Licenses ■ 3 Installed Workstations ○ Bloomfield Hills <ul style="list-style-type: none"> ■ 1 Concurrent Licenses ■ 2 Installed Workstations ○ Hazel Park <ul style="list-style-type: none"> ■ 2 Concurrent Licenses ■ 2 Installed Workstations ○ Oak Park <ul style="list-style-type: none"> ■ 2 Concurrent Licenses ■ 2 Installed Workstations ○ Oakland University <ul style="list-style-type: none"> ■ 1 Concurrent Licenses ■ 2 Installed Workstations ■ 1 Laptop ○ Rochester <ul style="list-style-type: none"> ■ 2 Concurrent Licenses ■ 2 Installed Workstations ○ White Lake <ul style="list-style-type: none"> ■ 2 Concurrent Licenses ■ 3 Installed Workstations 		
ACC.01A	<ul style="list-style-type: none"> ● APEX Control Center Instance 	\$60,000.00	\$45,000.00

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SKU	Description	List	Discount (Net Amount)
AEH.01C	<ul style="list-style-type: none"> APEX Control Center Events History 	\$28,200.00	\$21,150.00
ANA.01C	<ul style="list-style-type: none"> APEX Control Center Analytics 	\$50,040.00	\$37,530.00
ASM.01C	<ul style="list-style-type: none"> APEX Control Center Seat Map 	Included	Included
AWB.01C	<ul style="list-style-type: none"> APEX Contact Center Wallboard 	Included	Included
APX.TTM	<ul style="list-style-type: none"> APEX Translation & Transcription 	\$156,000.00	\$117,000.00
AOS.01PC	<ul style="list-style-type: none"> Premium Customer Success Services 	\$40,800.00	\$40,800.00
AOS.01EP	<ul style="list-style-type: none"> Premium Technical Support Services 	\$40,800.00	\$40,800.00
Annual Solution Subscription Fees Total		\$1,350,840.00	\$1,033,530.00
Solution Subscription Fees Summary			
Total Year 1 Subscription Fees		\$1,350,840.00	\$1,033,530.00
Total Year 2 Subscription Fees		\$1,350,840.00	\$1,033,530.00
Total Year 3 Subscription Fees		\$1,350,840.00	\$1,033,530.00
Total Year 4 Subscription Fees		\$1,350,840.00	\$1,033,530.00
Total Year 5 Subscription Fees		\$1,350,840.00	\$1,033,530.00
Total 5 Year Term Fees		\$6,754,200.00	\$5,167,650.00
<p>*All fees exclude applicable taxes and regulatory fees.</p> <p>Subscription Term: The Solution subscription start date will be the earliest of i) the date Carbyne delivers to Customer the license keys which provides Customer with access to the APEX platform, or ii) February 1, 2027 ("APEX Start Date"). The Solution subscription term will continue through January 31, 2032 ("APEX End Date").</p> <p>CPI Adjustment: In Carbyne's sole discretion, annual subscription fees may be subject to a fee adjustment on each anniversary date of the subscription start date to account for changes to the U.S. Department of Labor Consumer Price Index ("CPI"). Such fee adjustments are limited to</p>			

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SKU	Description	List	Discount (Net Amount)
<p>the greater of 3% or the change in the CPI for the twelve month period preceding the anniversary date.</p> <p>Optional Year 6 and 7: If approved by the Oakland County Board of Commissioners, the Customer may extend the Term for an additional two years at the same annual price shown above (\$1,033,530.00), as adjusted for the CPI.</p> <p>Concurrent Licenses: The Customer may install the Software on up to 130 workstations in 20 sites, as set forth in the chart above. Customer’s Authorized Users may use up to 65 of the 130 workstations at any given time to access and use the Solution (each license available for use referred to as a “Concurrent License”). In the event Customer’s use of Concurrent Licenses per site exceeds the permitted number of Concurrent Licenses at that particular site for three consecutive months, Carbyne may charge additional fees or increase annual subscription fees for the next annual period. “Authorized User”, “Software”, and “Solution” as used in this paragraph are as defined in the Terms and Conditions.</p>			

Deployment Fees

SKU	Description	List	Discount (Net Amount)
One-Time Deployment Fees			
AMN.01C	<ul style="list-style-type: none"> APEX Deployment Package - Countywide system project management, professional services system provisioning and configuration, integration and acceptance testing, training, live cutover 	\$111,000.00	\$111,000.00
AMN.01APL	<ul style="list-style-type: none"> APEX Deployment Additional Physical Location - Qty 19 	\$190,000.00	\$190,000.00

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SKU	Description	List	Discount (Net Amount)
AIN.01	<ul style="list-style-type: none"> ● Additional Integrations - Qty 48 <ul style="list-style-type: none"> ○ CLEMIS CAD (NENA-STA-027.3-2018 Interface) - Qty 1 ○ Equature Media Recorder version 17.5.2 (or greater) integration via standard NENA-STA-010.3 interface (RFC 7866) - Qty 20 ○ Administrative PBX (based on RFP Amendment 3) integration via SIP Trunk or media GW - Qty 20 ○ Motorola radio console audio integration via Carbyne Trigger Module (CTM) device - Qty 1 ○ ECaTS formatted data spill provided at the Southfield data center from the CHS to the InDigital Logix application (or cloud-to-cloud integration) - Qty 1 ○ Okta SSO integration via standard SAML 2.0 interface - Qty 1 ○ RapidSOS AML integration - Qty 1 ○ InDigital Text to 9-1-1 integration - Qty 1 ○ What3Words integration - Qty 1 ○ PFN ESInet with InDigital NGCS i3 interface integration - Qty 1 	\$60,000.00	\$60,000.00
One-Time Deployment Fees Total		\$361,000.00	\$361,000.00

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SKU	Description	List	Discount (Net Amount)
One-Time Hardware Fees			
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Oakland County Sheriff (22) 	\$176,126.19	\$140,900.95
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Southfield (8) 	\$80,481.27	\$64,385.02
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Royal Oak (6) 	\$67,120.58	\$53,696.46
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Troy (7) 	\$73,782.97	\$59,026.38
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Pontiac (5) 	\$60,458.19	\$48,366.55
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Farmington Hills (6) 	\$67,114.6	\$53,696.46
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Novi (5) 	\$60,440.24	\$48,352.19
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Waterford (5) 	\$60,440.24	\$48,352.19
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for West Bloomfield (5) 	\$60,440.24	\$48,352.19
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Bloomfield Township (4) 	\$53,759.90	\$43,007.92
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Berkley (3) 	\$47,079.55	\$37,663.64
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Birmingham (3) 	\$47,079.55	\$37,663.64
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Ferndale (3) 	\$47,079.55	\$37,663.64
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Madison Heights (3) 	\$47,079.55	\$37,663.64
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Bloomfield Hills (2) 	\$40,399.21	\$32,319.37
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Hazel Park (2) 	\$40,399.21	\$32,319.37
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Oak Park (2) 	\$40,399.21	\$32,319.37

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SKU	Description	List	Discount (Net Amount)
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Oakland University (2) 	\$40,399.21	\$32,319.37
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Rochester (2) 	\$40,399.21	\$32,319.37
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for White Lake (3) 	\$47,079.55	\$37,663.64
ABOM.01	<ul style="list-style-type: none"> Hardware BOM for Required Spare Kit 	\$27,138.22	\$21,710.58
One-Time Hardware Fees Total		\$1,224,696.44	\$979,761.94
<p>Integrations: The Customer is responsible for any additional fees charged by third party vendors to complete integration with Carbyne products.</p>			

Third Party Service Fees

SKU	Description	Annual	Total Costs
Third Party Service Fees for All Sites			
ASIP.01	<ul style="list-style-type: none"> SIP Trunking for Outbound Dialing 	\$8,240.04	\$41,200.20
AESN.01.POI	<ul style="list-style-type: none"> Carbyne POI Service for ESInet and PSAP NNI Interconnect Services 	\$168,674.40	\$843,372.00
Total Third Party Service Fees		\$176,914.44	\$884,572.20
<p>Third Party Service Subscription Term: The subscription start date for each Third Party Service provided by a third party provider shall begin when the Third Party Service is activated by the applicable Third Party Service provider for the Customer ("Third Party Service Start Date"). The subscription for each Third Party Service will continue through the APEX End Date.</p> <p>Third Party Service Fees: Connectivity and SIP Trunk Fees specified above reflect pass-through costs from Third Party Service providers which are based on Customer's anticipated use. At the end of each year of the subscription term, Carbyne may, with written notice, revise the annual</p>			

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SKU	Description	Annual	Total Costs
<p>fees based on Customer's use in the prior year. Annual Third Party Service fees are also subject to change based on any fee changes imposed by Third Party Service providers.</p> <p>Furthermore, if Carbyne is subject to any third party charges as a result of Customer delays or Customer requested changes (such as any changes to requested dates, configuration changes or additional integrations), Carbyne will invoice Customer any applicable third party charges incurred by Carbyne.</p> <p>SIP Trunking: Customer acknowledges and agrees Carbyne is not the provider of SIP Trunking, and Customer's use of SIP Trunking is subject to the applicable terms and conditions of the provider:</p> <p>Use of Twilio are governed by the Terms of Service located here: https://www.twilio.com/en-us/legal/tos</p> <p>Use of Bandwidth are governed by the applicable terms located here: https://www.bandwidth.com/legal/terms-of-use-bandwidthcom-web-sites/</p>			

Quote Summary

	Year 1	Year 2-5
Oakland Co Sheriff	\$419,694.25	\$266,293.30
Southfield	\$148,209.35	\$70,894.49
Royal Oak	\$151,336.58	\$85,140.12
Troy	\$146,191.32	\$69,297.72
Farmington Hills	\$150,637.76	\$68,339.65
Novi	\$117,203.48	\$57,171.52
Waterford	\$144,141.50	\$83,289.31
West Bloomfield	\$132,066.04	\$71,213.85
Bloomfield Township	\$105,270.50	\$49,332.74
Berkley	\$103,437.51	\$53,273.87
Birmingham	\$109,045.32	\$55,538.39

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	Year 1	Year 2-5
Ferndale	\$98,277.03	\$48,113.39
Madison Heights	\$98,277.03	\$48,113.39
Bloomfield Hills	\$64,993.12	\$20,173.75
Hazel Park	\$77,032.30	\$32,212.93
Oak Park	\$77,032.30	\$32,212.93
Oakland University	\$65,755.50	\$18,032.62
Rochester	\$77,032.30	\$32,212.93
White Lake	\$86,766.90	\$35,943.57
Oakland County (Pontiac Backup & BOM for Required Spare Kit)	\$362,663.53	\$169,086.40
Total	\$2,735,063.62	\$1,365,886.87

Pricing for Add On Features and Additional Licenses

Description	Monthly	Annual
Annual Solution Subscription Fees Per Seat		
<ul style="list-style-type: none"> ● APEX Platform - 1 Concurrent License <ul style="list-style-type: none"> ○ Control Center Events History ○ Control Center Seat Map ○ Control Center Video Wallboard ○ Control Center Analytics ○ Translation & Transcription 	\$1,250	\$15,000
● Responder Connect	\$56.25	\$675
● Control Center Video Wallboard	\$28.50	\$342
● Citizen Connect	\$5.50	\$66
Annual Solution Subscription Fees By Call Volume		
● Emergency Call Triage (per 12K annual 9-1-1 calls)	\$175	\$2,100
● Event Assist (per 12K annual calls)	\$150	\$1,800

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Description	Monthly	Annual
<ul style="list-style-type: none"> Admin Assist (per 12K annual admin calls) 	\$450	\$5,400
<p>*Call Volume Pricing: Call volumes listed above are based on 12,000 annual calls. Final pricing will be based on individual PSAP call volume. At the end of each year of the subscription Term, Carbyne may, with written notice, revise the annual fees in the invoice based on Customer's actual call volume the prior year.</p>		

Oakland County Year One Fees

Oakland County	
One-time Fees (County)	\$123,500.00
One-time Fees (Pontiac Backup Hardware and BOM for Required Spare Kit)	\$70,077.13
Year 1 Annual Fees	\$169,086.40
Year 1 Total Fees	\$362,663.53
Years 2-5 Annual Fees	\$169,086.40
Total Contract Value	\$1,039,009.13

Quote by Location

Oakland County Sheriff (Base Pricing)	
1200 N Telegraph Road, Pontiac, MI 48341	
Concurrent Seats	11
Installed Positions	22
Year 1 Fees (Subscription + One-Time + Hardware)	\$419,694.25
Years 2-5 Fees	\$266,293.30

Oakland County Sheriff (Optional Additional Features)		
1200 N Telegraph Road, Pontiac, MI 48341		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$7,425.00	<input checked="" type="checkbox"/>
Video Wallboard (annual)	\$3,752.42	<input checked="" type="checkbox"/>
AI Call Triage (annual)	\$19,800.00	<input checked="" type="checkbox"/>
AI Voice Admin Assist (annual)	\$97,004.03 @ 50% discount	<input checked="" type="checkbox"/>
AI Event Assist (annual)	\$10,778.23	<input checked="" type="checkbox"/>
Citizen Connect (annual)	\$718.55	<input checked="" type="checkbox"/>
GIS Map License (annual)	\$16,548.84	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Southfield	
26000 Evergreen Rd, Southfield, MI 48076	
Concurrent Seats	4
Installed Positions	8 + 1 BYOD Laptop
Year 1 Costs (Subscription + One-Time + Hardware)	\$148,209.35
Years 2-5 Costs	\$70,849.49

Southfield (Options)		
26000 Evergreen Rd, Southfield, MI 48076		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$2,700.00	<input checked="" type="checkbox"/>
Video Wallboard (annual)	\$1,364.52	<input type="checkbox"/>
AI Call Triage (annual)	\$7,200.00	<input type="checkbox"/>
AI Voice Admin Assist (annual)	\$35,274.19	<input type="checkbox"/>
AI Event Assist (annual)	\$3,919.35	<input checked="" type="checkbox"/>
Citizen Connect (annual)	\$261.29	<input checked="" type="checkbox"/>
GIS Map License (annual)	\$6,017.76	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	qty: 1 @ \$429.84	<input checked="" type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Royal Oak (Base Pricing)	
450 E 11 Mile Rd, Royal Oak, MI 48067	
Concurrent Seats	5
Installed Positions	6
Year 1 Costs (Subscription + One-Time + Hardware)	\$151,336.58
Years 2-5 Costs	\$85,140.12

Royal Oak (Optional Pricing)		
450 E 11 Mile Rd, Royal Oak, MI 48067		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$3,375.00	<input type="checkbox"/>
Video Wallboard (annual)	\$1,705.65	<input type="checkbox"/>
AI Call Triage (annual)	\$9,000.00	<input type="checkbox"/>
AI Voice Admin Assist (annual)	\$44,092.74	<input type="checkbox"/>
AI Event Assist (annual)	\$4,899.19	<input checked="" type="checkbox"/>
Citizen Connect (annual)	\$326.61	<input checked="" type="checkbox"/>
GIS Map License (annual)	\$7,522.20	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Troy (Base Pricing)	
500 W Big Beaver Rd, Troy, MI 48084	
Concurrent Seats	4
Installed Positions	7 + 2 laptop
Year 1 Costs (Subscription + One-Time + Hardware)	\$146,191.32
Years 2-5 Costs	\$69,297.72

Troy (Optional Pricing)		
500 W Big Beaver Rd, Troy, MI 48084		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$2,700.00	<input type="checkbox"/>
Video Wallboard (annual)	\$1,364.52	<input checked="" type="checkbox"/>
AI Call Triage (annual)	\$7,200.00	<input type="checkbox"/>
AI Voice Admin Assist (annual)	\$35,274.19	<input type="checkbox"/>
AI Event Assist (annual)	\$3,919.35	<input checked="" type="checkbox"/>
Citizen Connect (annual)	\$261.29	<input type="checkbox"/>
GIS Map License (annual)	\$6,017.76	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	qty: 2 @ \$2,683.61	<input checked="" type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Farmington Hills (Base Pricing)	
31655 W. Eleven Mile Rd, Farmington, MI 48335	
Concurrent Seats	4
Installed Positions	12 + 6 Laptops
Year 1 Costs (Subscription + One-Time + Hardware)	\$150,637.76
Years 2-5 Costs	\$68,339.65

Farmington Hills (Optional Pricing)		
31655 W. Eleven Mile Rd, Farmington, MI 48335		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$2,700.00	<input checked="" type="checkbox"/>
Video Wallboard (annual)	\$1,364.52	<input checked="" type="checkbox"/>
AI Call Triage (annual)	\$7,200.00	<input type="checkbox"/>
AI Voice Admin Assist (annual)	\$35,274.19	<input type="checkbox"/>
AI Event Assist (annual)	\$3,919.35	<input type="checkbox"/>
Citizen Connect (annual)	\$261.29	<input checked="" type="checkbox"/>
GIS Map License (annual)	\$6,017.76	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	qty: 6 @ \$2,683.61	<input checked="" type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Novi (Base Pricing)	
45125 10 Mile Rd, Novi, MI 48375	
Concurrent Seats	3
Installed Positions	5
Year 1 Costs (Subscription + One-Time + Hardware)	\$117,203.48
Years 2-5 Costs	\$57,171.52

Novi (Optional Pricing)		
45125 10 Mile Rd, Novi, MI 48375		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$2,025.00	<input checked="" type="checkbox"/>
Video Wallboard (annual)	\$1,023.39	<input checked="" type="checkbox"/>
AI Call Triage (annual)	\$5,400.00	<input checked="" type="checkbox"/>
AI Voice Admin Assist (annual)	\$26,455.65	<input type="checkbox"/>
AI Event Assist (annual)	\$2,939.52	<input type="checkbox"/>
Citizen Connect (annual)	\$195.97	<input checked="" type="checkbox"/>
GIS Map License (annual)	\$4,513.32	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	qty: 1 @ \$429.84	<input checked="" type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Waterford (Base Pricing)	
5150 Civic Center Dr, Waterford Township, MI 48329	
Concurrent Seats	5
Installed Positions	5
Year 1 Costs (Subscription + One-Time + Hardware)	\$144,141.50
Years 2-5 Costs	\$83,289.31

Waterford (Optional Pricing)		
5150 Civic Center Dr, Waterford Township, MI 48329		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$3,375.00	<input checked="" type="checkbox"/>
Video Wallboard (annual)	\$1,705.65	<input type="checkbox"/>
AI Call Triage (annual)	\$9,000.00	<input type="checkbox"/>
AI Voice Admin Assist (annual)	\$44,092.74	<input type="checkbox"/>
AI Event Assist (annual)	\$4,899.19	<input type="checkbox"/>
Citizen Connect (annual)	\$326.61	<input type="checkbox"/>
GIS Map License (annual)	\$7,522.20	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

West Bloomfield (Base Pricing)	
4530 Walnut Lake Rd, West Bloomfield, MI 48323	
Concurrent Seats	4
Installed Positions	5
Year 1 Costs (Subscription + One-Time + Hardware)	\$132,066.04
Years 2-5 Costs	\$71,213.85

West Bloomfield (Optional Pricing)		
4530 Walnut Lake Rd, West Bloomfield, MI 48323		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$2,700.00	<input type="checkbox"/>
Video Wallboard (annual)	\$1,364.52	<input type="checkbox"/>
AI Call Triage (annual)	\$7,200.00	<input checked="" type="checkbox"/>
AI Voice Admin Assist (annual)	\$35,274.19	<input type="checkbox"/>
AI Event Assist (annual)	\$3,919.35	<input type="checkbox"/>
Citizen Connect (annual)	\$261.29	<input type="checkbox"/>
GIS Map License (annual)	\$6,017.76	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Bloomfield Township (Base Pricing)	
4200 Telegraph Rd, Bloomfield Hills, MI 48302	
Concurrent Seats	3
Installed Positions	4 + 2 BYOD Laptop
Year 1 Costs (Subscription + One-Time + Hardware)	\$105,270.50
Years 2-5 Costs	\$49,332.74

Bloomfield Township (Optional Pricing)		
4200 Telegraph Rd, Bloomfield Hills, MI 48302		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$2,025.00	<input type="checkbox"/>
Video Wallboard (annual)	\$1,023.39	<input checked="" type="checkbox"/>
AI Call Triage (annual)	\$5,400.00	<input type="checkbox"/>
AI Voice Admin Assist (annual)	\$26,455.65	<input type="checkbox"/>
AI Event Assist (annual)	\$2,939.52	<input type="checkbox"/>
Citizen Connect (annual)	\$195.97	<input checked="" type="checkbox"/>
GIS Map License (annual)	\$4,513.32	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	qty: 1 @ \$429.84	<input checked="" type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Berkley (Base Pricing)	
2395 12 Mile Rd, Berkley, MI 48072	
Concurrent Seats	3
Installed Positions	3
Year 1 Costs (Subscription + One-Time + Hardware)	\$103,437.51
Years 2-5 Costs	\$53,273.87

Berkley (Optional Pricing)		
2395 12 Mile Rd, Berkley, MI 48072		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$2,025.00	<input checked="" type="checkbox"/>
Video Wallboard (annual)	\$1,023.39	<input type="checkbox"/>
AI Call Triage (annual)	\$5,400.00	<input type="checkbox"/>
AI Voice Admin Assist (annual)	\$26,455.65	<input type="checkbox"/>
AI Event Assist (annual)	\$2,939.52	<input checked="" type="checkbox"/>
Citizen Connect (annual)	\$195.97	<input checked="" type="checkbox"/>
GIS Map License (annual)	\$4,513.32	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Birmingham (Base Pricing)	
151 Martin St, Birmingham, MI 48009	
Concurrent Seats	3
Installed Positions	3 + 1 Laptop
Year 1 Costs (Subscription + One-Time + Hardware)	\$109,045.32
Years 2-5 Costs	\$55,538.39

Birmingham (Optional Pricing)		
151 Martin St, Birmingham, MI 48009		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$2,025.00	<input checked="" type="checkbox"/>
Video Wallboard (annual)	\$1,023.39	<input type="checkbox"/>
AI Call Triage (annual)	\$5,400.00	<input checked="" type="checkbox"/>
AI Voice Admin Assist (annual)	\$26,455.65	<input type="checkbox"/>
AI Event Assist (annual)	\$2,939.52	<input type="checkbox"/>
Citizen Connect (annual)	\$195.97	<input type="checkbox"/>
GIS Map License (annual)	\$4,513.32	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	qty: 1 @ \$2,683.61	<input checked="" type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	qty: 3 @ \$219.90	<input checked="" type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Ferndale (Base Pricing)	
310 E 9 Mile Rd, Ferndale, MI 48220	
Concurrent Seats	3
Installed Positions	3
Year 1 Costs (Subscription + One-Time + Hardware)	\$98,277.03
Years 2-5 Costs	\$48,113.39

Ferndale (Optional Pricing)		
310 E 9 Mile Rd, Ferndale, MI 48220		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$1,350.00	<input type="checkbox"/>
Video Wallboard (annual)	\$682.26	<input type="checkbox"/>
AI Call Triage (annual)	\$3,600.00	<input type="checkbox"/>
AI Voice Admin Assist (annual)	\$17,637.10	<input type="checkbox"/>
AI Event Assist (annual)	\$1,959.68	<input type="checkbox"/>
Citizen Connect (annual)	\$130.65	<input type="checkbox"/>
GIS Map License (annual)	\$3,008.88	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Madison Heights (Base Pricing)	
280 W 13 Mile Rd, Madison Heights, MI 48071	
Concurrent Seats	3
Installed Positions	3
Year 1 Costs (Subscription + One-Time + Hardware)	\$98,277.03
Years 2-5 Costs	\$48,113.39

Madison Heights (Optional Pricing)		
280 W 13 Mile Rd, Madison Heights, MI 48071		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$2,025.00	<input type="checkbox"/>
Video Wallboard (annual)	\$1,023.39	<input type="checkbox"/>
AI Call Triage (annual)	\$5,400.00	<input type="checkbox"/>
AI Voice Admin Assist (annual)	\$26,455.65	<input type="checkbox"/>
AI Event Assist (annual)	\$2,939.52	<input type="checkbox"/>
Citizen Connect (annual)	\$195.97	<input type="checkbox"/>
GIS Map License (annual)	\$4,513.32	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Bloomfield Hills (Base Pricing)	
45 E Long Lake Rd, Bloomfield Hills, MI 48304	
Concurrent Seats	1
Installed Positions	2
Year 1 Costs (Subscription + One-Time + Hardware)	\$64,993.12
Years 2-5 Costs	\$20,173.75

Bloomfield Hills (Optional Pricing)		
45 E Long Lake Rd, Bloomfield Hills, MI 48304		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$675.00	<input checked="" type="checkbox"/>
Video Wallboard (annual)	\$341.13	<input checked="" type="checkbox"/>
AI Call Triage (annual)	\$1,800.00	<input checked="" type="checkbox"/>
AI Voice Admin Assist (annual)	\$8,818.55	<input type="checkbox"/>
AI Event Assist (annual)	\$979.84	<input checked="" type="checkbox"/>
Citizen Connect (annual)	\$65.32	<input checked="" type="checkbox"/>
GIS Map License (annual)	\$1,504.44	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Hazel Park (Base Pricing)	
111 E 9 Mile Rd, Hazel Park, MI 48030	
Concurrent Seats	2
Installed Positions	2
Year 1 Costs (Subscription + One-Time + Hardware)	\$77,032.30
Years 2-5 Costs	\$32,212.93

Hazel Park (Optional Pricing)		
111 E 9 Mile Rd, Hazel Park, MI 48030		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$1,350.00	<input type="checkbox"/>
Video Wallboard (annual)	\$682.26	<input type="checkbox"/>
AI Call Triage (annual)	\$3,600.00	<input type="checkbox"/>
AI Voice Admin Assist (annual)	\$17,637.10	<input type="checkbox"/>
AI Event Assist (annual)	\$1,959.68	<input type="checkbox"/>
Citizen Connect (annual)	\$130.65	<input type="checkbox"/>
GIS Map License (annual)	\$3,008.88	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Oak Park (Base Pricing)	
13800 Oak Park Blvd, Oak Park, MI 48237	
Concurrent Seats	2
Installed Positions	2
Year 1 Costs (Subscription + One-Time + Hardware)	\$77,032.30
Years 2-5 Costs	\$32,212.93

Oak Park (Optional Pricing)		
13800 Oak Park Blvd, Oak Park, MI 48237		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$1,350.00	<input type="checkbox"/>
Video Wallboard (annual)	\$682.26	<input type="checkbox"/>
AI Call Triage (annual)	\$3,600.00	<input type="checkbox"/>
AI Voice Admin Assist (annual)	\$17,637.10	<input type="checkbox"/>
AI Event Assist (annual)	\$1,959.68	<input type="checkbox"/>
Citizen Connect (annual)	\$130.65	<input type="checkbox"/>
GIS Map License (annual)	\$3,008.88	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Oakland University (Base Pricing)	
201 Meadow Brook Rd, Rochester, MI 48309	
Concurrent Seats	1
Installed Positions	2 + 1 Laptop
Year 1 Costs (Subscription + One-Time + Hardware)	\$65,755.50
Years 2-5 Costs	\$18,032.62

Oakland University (Optional Pricing)		
201 Meadow Brook Rd, Rochester, MI 48309		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$675.00	<input checked="" type="checkbox"/>
Video Wallboard (annual)	\$341.13	<input type="checkbox"/>
AI Call Triage (annual)	\$1,800.00	<input type="checkbox"/>
AI Voice Admin Assist (annual)	\$8,818.55	<input type="checkbox"/>
AI Event Assist (annual)	\$979.84	<input checked="" type="checkbox"/>
Citizen Connect (annual)	\$65.32	<input checked="" type="checkbox"/>
GIS Map License (annual)	\$1,504.44	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	qty: 1 @ \$2,683.61	<input checked="" type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	qty: 2 @ \$219.90	<input checked="" type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

Rochester (Base Pricing)	
400 6th St, Rochester, MI 48307	
Concurrent Seats	2
Installed Positions	2
Year 1 Costs (Subscription + One-Time + Hardware)	\$77,032.30
Years 2-5 Costs	\$32,212.93

Rochester (Optional Pricing)		
400 6th St, Rochester, MI 48307		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$1,350.00	<input type="checkbox"/>
Video Wallboard (annual)	\$682.26	<input type="checkbox"/>
AI Call Triage (annual)	\$3,600.00	<input type="checkbox"/>
AI Voice Admin Assist (annual)	\$17,637.10	<input type="checkbox"/>
AI Event Assist (annual)	\$1,959.68	<input type="checkbox"/>
Citizen Connect (annual)	\$130.65	<input type="checkbox"/>
GIS Map License (annual)	\$3,008.88	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	\$219.90	<input type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

EXHIBIT V

CARBYNE

White Lake (Base Pricing)	
10911 Elizabeth Lake Rd, White Lake, MI 48386	
Concurrent Seats	2
Installed Positions	3
Year 1 Costs (Subscription + One-Time + Hardware)	\$86,766.90
Years 2-5 Costs	\$35,943.57

White Lake (Optional Pricing)		
10911 Elizabeth Lake Rd, White Lake, MI 48386		
Product/Feature	Annual Fees	
Responder Connect (annual)	\$1,350.00	<input type="checkbox"/>
Video Wallboard (annual)	\$682.26	<input type="checkbox"/>
AI Call Triage (annual)	\$3,600.00	<input checked="" type="checkbox"/>
AI Voice Admin Assist (annual)	\$17,637.10	<input type="checkbox"/>
AI Event Assist (annual)	\$1,959.68	<input type="checkbox"/>
Citizen Connect (annual)	\$130.65	<input checked="" type="checkbox"/>
GIS Map License (annual)	\$3,008.88	<input type="checkbox"/>
Product/Feature	One-Time Fees	
ECC Printer (one-time, per qty ordered)	\$429.84	<input type="checkbox"/>
Mobile Laptop (one-time, per qty ordered)	\$2,683.61	<input type="checkbox"/>
Status Light Pole (one-time, per qty ordered)	qty: 3 @ \$219.90	<input checked="" type="checkbox"/>
GIS Map Data Validation & Import (one-time)*	TBD	<input type="checkbox"/>
GIS Map Configuration & Training (one-time)**	TBD	<input type="checkbox"/>

*GIS One-Time fees of \$9,987.78 to be divided equally among participating PSAPs. Final per-PSAP cost to be confirmed.

** GIS One-Time fees of \$12,030 to be divided equally among participating PSAPs. Final per-PSAP cost to be confirmed.

Payment Terms

Upon full execution of this Quote, Carbyne will invoice all annual fees for Year 1 plus one-time fees based on the following schedule.

Oakland County

- 1st Payment - One Time (County) Fees invoiced upon delivery of Updated Project Plan, which will be 60 business days after contract signature - \$108,799.06 (30%)
- 2nd Payment - Upon successful connection with data centers - \$72,532.71 (20%)
- 3rd Payment - Upon successful connection and testing of 1 st PSAP - \$108,799.06 (30%)
- 4th Payment - Upon completion of 30 days with all PSAPs live (without major issues) \$72,532.70 (20%)

Individual PSAPs

- 1st Payment - 45% of Year One invoiced upon Contract Execution
- 2nd Payment -55% or remainder due at the subscription start date (the subscription start date is February 1, 2027), except that the Parties shall meet, discuss, and determine if a Change Order/Amendment is necessary related to the subscription start date, if all PSAPs are not live by the subscription start date. The Parties shall only meet and discuss movement of the subscription start date related to the PSAPs that are not live by such date.

Carbyne will invoice annual fees set for Years 2 through 5 annually on each anniversary of February 1.

All invoices are due Net 30 days from the date of invoice.

Purchase Order Information:

Is a Purchase Order (PO) required for the purchase or payment of this Quote?

No _____

Yes ____ (Please send any purchase orders to FinanceUS@carbyne.com)

Optional Prepayment Discount:

Customer is eligible for an additional discount on the first invoice if Customer chooses to pay multiple years up front, as follows:

Check if applicable:

- Prepayment of all 5 years in advance, 10% discount on the invoice.
 - Prepayment of 3 years (Years 1, 2 and Year 3) in advance, 5% discount on the invoice.
-

Statement of Work

Carbyne will provide a separate Statement of Work per site which will outline the tasks and deliverables for the implementation and deployment of APEX (“Implementation SOW”) which is subject to the Carbyne Professional Services Terms and Conditions that can be found at <https://carbyne.com/legal/>. The agreed template Implementation SOW is attached as Exhibit IV to the Contract.

Terms and Conditions

All mutually agreed upon Quotes and any use of Carbyne’s products and services are subject to Carbyne’s Terms and Conditions and Hardware Addendum which can be found at <https://carbyne.com/legal/> (“Terms and Conditions”). The current version of the Terms and Conditions and Hardware Addendum are also attached below. By signing below, you agree to this Quote and the Terms and Conditions and Hardware Addendum.

Signatures of Authority

This Quote is entered into by and between **Carbyne, Inc.** and **Oakland County Sheriff's Department.**

Carbyne, Inc.	Oakland County
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Address: 45 W. 27th Street, 2nd Fl., New York, NY 10001	Address: 1201 N Telegraph Road, Bldg 47W, Pontiac, MI 48341-1029

Carbyne Terms and Conditions

These Carbyne Terms and Conditions (“**Agreement**”) govern your access to and use of the Solution offered by us or our Affiliates. By using the Solution, or upon your agreement to the Quote for the Solution, you indicate you have read, understand and agree to the terms and conditions of this Agreement. If you use the Solution on behalf of an organization, you agree to this Agreement on behalf of that organization and you represent and warrant that you have the authority to do so. “**Carbyne**”, “**us**”, “**we**” or “**our**” refers to Carbyne Ltd., Carbyne, Inc. or Carbyne911 Mexico S. de RL de CV, as specified on the Quote, on behalf of itself and its Affiliates, and “**Customer**”, “**you**” and “**your**” refers to the customer signing below.

DEFINITIONS

Affiliates means any other person that directly or indirectly controls, or is controlled by or under common control with a party, with ‘control’ as applied to any party being the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interest in such party.

Authorized User means you or your employees, consultants, agents or contractors who are granted access to the Solution by you as part of their support of your internal business or operations.

Confidential Information means information (whether oral, written or in some other tangible form) disclosed by one party (the “disclosing party”) to the other party (the “receiving party”) that is obtained by the receiving party under or in connection with this Agreement and that is marked as confidential, is by its nature confidential or relates to the business or affairs of the disclosing party.

Documentation means the then-current standard product sheet provided or made available by us with respect to the Solutions which describes its features and functionalities. Documentation specifically excludes marketing and promotional materials and proposals.

Intellectual Property Rights means any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in databases, know-how, look-and-feel, domain names and all similar rights (whether or not registered or capable of registration and whether subsisting in any part of the world), together with any and all goodwill

relating or attached thereto, all derivative works and all extensions and renewals thereof.

License Designation refers to the permitted Software installation and Solution use rights as follows:

(a) **Primary License:** you may install the Software on your workstations up to the number of licenses specified on the Quote and access and use the Solution from such workstations.

(b) **Backup License:** you may install the Software on your backup workstations up to the number of licenses specified on the Quote and access and use the Solution from such workstations only for backup purposes.

(c) **Concurrent License:** you may install the Software on your workstations up to the number of licenses specified on the Quote, and you may access and use the Solution from only up to 50% of such workstations at any given time (unless otherwise indicated in the Quote).

If no License Designation is provided on the Quote, the License Designation is considered a Primary License.

Platform means the hosted platform, software as a service and/or other hosted product or service which we or our Affiliate(s) make available to you pursuant to this Agreement. The Platform excludes Software.

Privacy Policy means the policy found at <https://carbyne.com/privacy-policy-2/>, which describes how we use personal data you and your Authorized Users provide to us, including personal

data which is shared with us in connection with your use of the Solutions.

Quote refers to the ordering document, such as a quote, agreed to in writing between you and us which is subject to this Agreement and describes the Solution (including the number of Software licenses, as applicable) and Support Services you wish to purchase from us and the applicable fees.

Solution means the Software and Platform which we or our Affiliate(s) make available to you pursuant to this Agreement. The Solution does not include Third Party Content.

Software means the software in object code we provide to you for download under this Agreement which enables you and your Authorized Users to access the Platform. Software includes any upgrades we provide in accordance with the Support Terms and Service Level Agreement. Software excludes the Platform.

Subscription Term means the duration of your subscription to use the Solution specified in the applicable Quote.

Support Services means the maintenance and support services provided in connection with your use of the Solution in accordance with the Support Terms and Service Level Agreement.

Support Terms and Service Level Agreement (or SLA) means the document provided by us describing the Support Services provided by us, which includes our commitment regarding the performance of the Platform, as updated and which is incorporated into this Agreement by this reference.

Supplemental Terms means additional terms and conditions that apply to specified products and services or address specific requirements, as mutually agreed upon between the parties in writing, which are made part of this Agreement.

Third Party Content means applications, materials, data and information, such as location and transcription and translation services, which are provided by a third party and are made available to you through your use of the Solutions.

Third Party Services means services such as porting phone numbers, voice services provided by Bandwidth and Twilio and broadband circuits provided by a third party which we pass through to you for use with the Solution.

Your Data means data (including personal data of callers), records, reports, recordings and files you or your Authorized Users enter into the Solution, including the content of any message, video, or chat sent or received using the Platform, or which are otherwise generated by you or your Authorized Users through access or use of the Solution. Your Data includes log information from your use of the Platform, such as log data from your use of the Solution which is stored in Events History. Your Data does not include Third Party Content.

1. USE AND LICENSE OF PRODUCTS

1.1 Carbyne offers a Solution comprised of a cloud-based Platform accessed by Authorized Users through Software installed on an Authorized User's computer. During the Term, provided you are current in your payment obligations, we grant you: (i) the right to access the Platform through the Software;

(ii) a non-exclusive, non-transferable, non-sublicensable, limited, revocable right to download, install and use the Software solely for purposes of exercising your rights to access the Platform as part of the Solution. In accordance with the specified License Designation, you may install the Software up to the number of licenses set forth in the Quote, and you may access and use the Solution for your internal business purposes only. If we provide you with our hardware or equipment, such as a serial-to-IP device or audio trigger module, for your use with the Solution, unless otherwise agreed upon in writing, upon expiration or termination of this Agreement, you are required to promptly return this hardware or equipment to us.

1.2 You may permit Authorized Users to access and use the Solution and Documentation provided you are responsible for: (i) ensuring all Authorized Users use the Solution and Documentation only for support of your internal business and operations in accordance with this Agreement, and (ii) any

unauthorized use of the Solution or any breach of this Agreement by an Authorized User.

1.3 You are responsible for obtaining and maintaining your own IT infrastructure and any ancillary services needed to use the Solution (such as internet, electricity, modems, servers, workstations, hardware and operating systems) and for the security of your systems, including the Software installed on your systems, and will take commercially reasonable steps to exclude malware, viruses, spyware and Trojans from your systems. You and your Authorized Users may use the Platform to send and receive messages, and you are solely responsible for any such messages and their content.

1.4 As part of your use of the Solution and Support Services, you may receive access to Third Party Content and Third Party Services. You are responsible for compliance, including compliance by your Authorized Users, with any terms which apply to Third Party Content and Third Party Services. We make any Third Party Content and Third Party Services available "AS IS" without support (unless otherwise specified), representations or warranties of any kind and we have no responsibility or liability for the availability, quality or accuracy of Third Party Content and Third Party Services which you use or rely upon. We recommend you verify any Third Party Content made available in the Solution. We may suspend or terminate provision or availability of any Third Party Content or Third Party Services at any time without any liability, and such suspension or termination will not be deemed a breach of this Agreement.

2. Orders and Fees

2.1 Orders for the Solution, and any related services, are placed when you agree in writing to a Quote issued by us. Quotes are subject to this Agreement. The subscription start date for the Solution is as set forth in the Quote. If your subscription term to the Solution is more than one year, or your Quote states otherwise, annual subscription fees may be subject to a fee adjustment on each anniversary date of the subscription start date to account for changes to the U.S. Department of Labor Consumer Price Index ("CPI"). Such fee

adjustments are limited to the greater of 3% or the change in the CPI for the twelve month period preceding the anniversary date.

2.2 You agree to pay the fees set forth on the applicable Quote. We may also invoice you for additional fees if you exceed the permitted use. Unless otherwise specified in the Quote, fees are payable within 30 days of the date of the invoice we issue. All payments not made when due are subject to a late charge of 1.5% per month or the maximum amount allowed by law, compounded annually. You agree to pay fees by wire transfer or check to the account details provided by us in writing, or such other account as may be designated by us from time to time. Any fees specified on the Quote are exclusive of applicable taxes.

2.3 If you fail to pay any fees in accordance with the terms of this Agreement and the applicable Quote, in addition to any other rights and remedies available to us, we may suspend or limit your access to the Platform until all outstanding fees have been paid.

2.4 You agree to pay (and to reimburse us or our authorized agent, if applicable, on request if we are required to pay on your behalf) any applicable taxes, assessments and duties of any kind and nature that is levied or imposed by any governmental authority on your use of the Solution, or your receipt of support or other services, but not including taxes based on our net income. If you are exempt from taxes, then you must provide a valid exemption certificate or other government approved documentation to us.

3. Professional Services and Your Cooperation

3.1 You may request professional services, such as installation and integration services, in connection with your use of the Solution ("Professional Services"). A description of the Professional Services will be set forth in a Statement of Work ("SOW"), as mutually agreed in writing, which will be subject to this Agreement and the Professional Services Terms and Conditions. We will invoice any fees for Professional Services, and such fees are payable, in accordance with the applicable SOW.

3.2 You acknowledge that the timely provision of and access to your systems, equipment, assistance, cooperation, complete and accurate information and data (“Your Cooperation”) are essential to performance of any services, including Professional Services, under this Agreement and our performance of such services is dependent on Your Cooperation. This may also include providing appropriate contacts and facilitating discussions with any third-party vendor or subcontractor you have engaged, whose services are required to interact or connect with the Solution or is required for us to provide the Solution to you. We will use commercially reasonable efforts to integrate the specified interfaces with the Solution. If you are unable to or fail to timely perform your obligations under this Agreement or a SOW, you relieve us of any dependent obligations to the extent of such delay.

4. Your Obligations and Restrictions

4.1 You represent and warrant (i) that no third party agreement prevents you from using the Solutions as contemplated under this Agreement; (ii) you will manage, secure and protect from unauthorized use or disclosure, and keep confidential, all Software license keys and login credentials used by Authorized Users in connection with use of the Software and Platform.

4.2 You shall not, directly or indirectly: (i) infiltrate, hack, reverse engineer, decompile or disassemble the Solution or any part of the Solution for any purpose; (ii) interfere with, modify, disrupt or disable features or functionality of the Solution; (iii) remove or use the name, trademarks, trade-names, logos and other proprietary notices contained on or in Solution; (iv) make derivative works of the Solution or copy any part or content of the Solution other than for your own internal business purposes as specifically permitted in this Agreement; (v) use the Solution or any part of the Solution to build a competitive product or service; (vi) sell, sublicense, distribute or rent the Solution (in whole or part), grant non-Authorized Users access to the Solution or use the Solution to provide a hosted or managed service to others (except to the extent expressly permitted in this Agreement). You shall provide us with reasonable

assistance to prevent the occurrence of any such activities by any third parties.

4.3 Furthermore, you shall not use the Solution: (i) for any illegal or fraudulent activity; (ii) to violate the rights of others;

(iii) to threaten, incite, promote or actively encourage violence, terrorism or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send or facilitate the sending of unsolicited mass email, robocalls or other messages, promotions, advertising or solicitations (or “spam”).

5. Platform Availability and Support

5.1 You may request Support Services, as described in the Support Terms and Service Level Agreement. We will make the Platform available to you in accordance with the SLA, subject to operational requirements such as regularly scheduled maintenance and downtime. In the event of any downtime of the Platform, your only remedy is as set forth in the SLA or to cease use of the Platform. Our obligations and commitments in the Support Terms and Service Level Agreement only apply to the Solution and not to any other hardware, equipment, software, products or services. Unless otherwise specified on the Quote, all hardware and third-party licenses and any other equipment, applications, and materials (collectively “Equipment”) used with our products and services are your responsibility. Our support obligations and warranties do not extend to such Equipment.

5.2 We may at any time: (i) introduce new or additional products and services, (ii) update the Solution to improve or add features or functionalities to the Solution, or (iii) modify the Solution to cease providing a feature or functionality. We may share information about future products, features, enhancements or other changes to the Solution in advance, but you should not rely upon this information when deciding to subscribe. We have no obligation to make these products, features,

enhancements and changes generally available, and we are unable to promise or guarantee they will be compatible with your systems. Your decision to subscribe should be based upon the functionality available at the time you are making that decision and not on any potential future functionality. We will make available to you any additional terms and/or technical requirements applicable to generally available new or enhanced products and services in advance. You may choose to purchase a subscription to generally available new or enhanced products and services subject to written agreement to the applicable quote and terms and conditions.

5.3 If we materially degrade or remove a functionality from the Solution that affects your use of the Solution, we will notify you as soon as reasonably practicable and you may terminate this Agreement by notifying us in writing no later than thirty (30) days after the date of such notice. If you terminate this Agreement as permitted in this Section, the termination will be effective as of the date specified in the notice and you will remain responsible for all fees incurred up to, and including, the effective date of such termination. We will refund any prepaid fees prorated from the effective date of the termination, less any applicable discounts not earned as of the effective date of the termination. Your continued use of the Solution after the effective date of any change is deemed as acceptance of the modified Solution.

6. Confidentiality

6.1 The receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, employees, advisors, or consultants (collectively, its "Representatives") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than obligations described in this Agreement; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (iii) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not

be less than a reasonable degree of care. Notwithstanding the foregoing, the receiving party may disclose disclosing party's Confidential Information in its possession to the extent required by legal process or applicable law, rule or regulation, provided prior to such disclosure, if legally allowed, receiving party gives prompt notice to the disclosing party to give disclosing party an opportunity to seek a protective order or other appropriate relief.

6.2 Confidential Information excludes any information that:

(i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party has in its possession without any duty of confidentiality prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of any confidentiality obligations; (iv) the receiving party has independently developed, without breach of this Agreement and/or without any use of or reference to the Confidential Information.

6.3 This Section 6 does not prohibit you from disclosing the terms of this Agreement to the extent required by public disclosure laws which apply to you ("Public Disclosure Laws"), including but not limited to any applicable Michigan public disclosure laws, provided that, to the extent permitted, material terms of this Agreement (such as representations and warranties, indemnity and limitation of liability) and trade secrets, non-publicly available pricing, product road maps or business strategies are redacted.

7. Data, Data Privacy

7.1 Our Privacy Policy governs your rights arising from and relating to data protection and privacy, including our practices with respect to the collection, use and disclosure of certain data and/or personal information provided to us in connection with your use of the Solution. We may use contact information you provide to us to communicate with you about the Solution and send you information we think may be of interest to you based on your marketing

communication preferences. Our use of your personal data remains subject to the Privacy Policy. The parties may enter into additional Supplemental Terms governing data privacy, if necessary to comply with applicable privacy laws.

7.2 You grant us a license to use, reproduce, transmit and analyze Your Data, solely as required to provide the Solution to you (including performance of operations by the Solution in accordance with Documentation and this Agreement), and to provide Support Services and Professional Services. You retain all rights, title and interest, including Intellectual Property Rights, in and to Your Data. You are solely responsible for all Your Data. You represent and warrant that you own all Your Data, or you have all consents and rights that are necessary to share Your Data with us and to grant us the rights to Your Data under these Terms. You also represent and warrant that neither Your Data, nor your use and provision of Your Data through the Solution, nor our use of Your Data to provide the Solution, Support Services or Professional Services, will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

7.3 Unless you provide us with written instruction otherwise, we will retain Your Data which you submit to the Platform or which is recorded or stored in the course of your use of the Solution, for a period of two years during the Subscription Term (the period we retain your data referred to as the "Data Retention Period"). Your Data is automatically deleted thirty days after (a) the Data Retention Period, (b) the expiration of the Subscription Term or (c) termination of the Subscription Term for any reason; however, at any time prior to such deletion, you may download Your Data which has been stored on the Platform. You acknowledge you are responsible for your compliance with any applicable data retention laws. You will be solely responsible for any data requests. We will have no further obligation with respect to Your Data after the Data Retention Period or after the deletion of Your Data.

7.4 We may create anonymized and aggregated statistical data from your usage of the Solution, which does not include your personal data. We may use

such anonymized and aggregated data for our own internal purposes, such as to develop and improve the Solution, to develop new services or products, and to identify usage trends.

8. Compliance

8.1 You agree to use the Solution in accordance with all applicable laws, including any applicable privacy and export laws. You agree to comply with all applicable sanctions (including embargoes) and re-export control laws and regulations including (to the extent applicable) those of the United States of America. We are not obligated to perform under this Agreement if doing so is in violation of national or international foreign trade or customs requirements or any embargoes or other sanctions.

8.2 You agree to report any known or suspected misuse of the Solution to us. We have the right to monitor your use of the Solution (but not Your Data) to verify your compliance with this Agreement at any time. If your use of the Solution exceeds the License Designation, we will provide you with notice of any additional fees or increases in the annual subscription fee for the next annual period. Furthermore, if we reasonably believe that you are using the Solution in an unauthorized or improper manner, we may, without notice and at our sole discretion, without limiting any other remedy available to us, terminate or suspend your right to use the Solution (or any feature, functionality or content which we determine is being used in violation of this Agreement) or take any other action we consider appropriate.

9. Warranties; Disclaimer

9.1 Each party warrants it has the full capacity and authority and all necessary consents to enter into and perform its respective obligations under this Agreement.

9.2 We warrant that the Solution provided to you under this Agreement are in material compliance with the features and functionalities described in the applicable Documentation. If the Solution fails to perform as warranted in this Agreement, to the extent permissible under applicable law, our sole obligation, and your exclusive remedy, will be (i) to use commercially reasonable efforts to repair or restore

the non-conforming Solution so that it conforms to this warranty, or (ii) if such repair or restoration may not be, in our opinion, available within a reasonable time or with reasonable efforts, to terminate the non-conforming Solution and refund to you any prepaid amounts for such Solution on a pro-rata basis for the remainder of the Term. You acknowledge we have no responsibility for breach of such warranty to the extent due to the operation of any third-party computer programs, software, hardware, lines, or equipment, including but not limited to computer equipment, and peripherals, server equipment, communications equipment, and data lines.

9.3 YOU ACKNOWLEDGE WE DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. WE MAKE NO REPRESENTATION THAT WE ARE AN INTERCONNECTED VOIP SERVICE OR A COVERED 911 SERVICE PROVIDER, AND YOU MUST OBTAIN SUCH SERVICES FROM THE APPROPRIATE THIRD PARTY SERVICE PROVIDER. ANY SUCH THIRD PARTY SERVICES PROVIDED TO YOU ARE ONLY PASSED THROUGH TO YOU AS A CONVENIENCE IN CONNECTION WITH YOUR USE OF THE SOLUTION. YOUR USE OF THIRD PARTY SERVICES MAY BE SUBJECT TO THE TERMS OF THE APPLICABLE SERVICE PROVIDER.

9.4 YOU ACKNOWLEDGE THAT WE DO NOT MAKE ANY REPRESENTATION OR RECOMMENDATIONS WITH REGARD TO THE CONTENT OR COMPLIANCE OF THE SOLUTION, OR ANY OTHER PRODUCT OR SERVICE WE OFFER, WITH LAWS, RULES, REGULATIONS AND INDUSTRY STANDARDS (INCLUDING NENA STANDARDS AND DATA RETENTION REQUIREMENTS) WHICH APPLY TO YOUR INTENDED USE, SUCH AS RECEIVING AND PROCESSING EMERGENCY CALLS. YOU ARE RESPONSIBLE FOR MAKING YOUR OWN LEGAL DETERMINATION ON WHETHER YOU CAN USE THE SOLUTION AND ANY OTHER PRODUCTS AND SERVICES WE OFFER FOR YOUR INTENDED USE.

9.5 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE PROVIDE THE SOLUTION (INCLUDING ANY INFORMATION AND DATA MADE AVAILABLE THROUGH THE SOLUTION OR ANY FEATURE), SUPPORT SERVICES AND

DOCUMENTATION TO YOU ON AN “AS IS” BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. YOUR USE OF THE SOLUTION AND ANY INFORMATION OR DATA MADE AVAILABLE TO YOU IS AT YOUR DISCRETION. WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY. WE FURTHER DISCLAIM ANY WARRANTY THAT THE OPERATION OF THE PLATFORM OR ANY RELATED SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FAULT TOLERANT, FAIL SAFE, FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

10. Intellectual Property Rights; Our Indemnity; Customer Responsibilities

10.1 As between you and us, we or our licensors retain all rights, title and interest, including Intellectual Property Rights, in and to the Solution, Support Services, Professional Services and Documentation, including specifications, materials and user manuals provided by us. You agree not to copy, distribute, modify or make derivative works of the Solution and Documentation or any other components or content, or to use any of our Intellectual Property Rights in any way not expressly permitted by us.

10.2 Provided you comply with Section 10.3 below, we will defend you from any claims brought by a third party alleging your use of the Solution in accordance with this Agreement infringes their Intellectual Property Rights (“IP Claim”). We will indemnify you from any amount finally awarded against you by a court of competent jurisdiction or amount which is agreed upon in settlement as a result of the IP Claim. This indemnity will not apply to the extent the underlying allegation arises from: (i) your breach of this Agreement or your negligence, or use of the Solution outside the scope of this Agreement; (ii) combination or use of the Solution with third party equipment, hardware, materials, components or applications; or (iii) use of the Solution after you become aware of the IP Claim (unless we agree you can continue to use it). Our entire obligation and

liability in connection with any allegation that a person's intellectual property rights have been infringed are set forth in this Section 10.2.

10.3 To receive the benefit of Section 10.2, you shall (i) promptly notify us in writing of any IP Claim for which indemnity is claimed, provided that failure to so notify will not relieve us of our obligation except to the extent it is prejudiced by your delay in providing us with such notice, and (ii) allow us to solely control the investigation, defense and settlement of the IP Claim, (iii) provide us with reasonable cooperation and assistance in defending such claim (at our cost), and (iv) immediately cease use of the Software and Platform which is subject to the IP Claim.

10.4 You are responsible for any claims, suits or proceedings arising out of or relating to your (or your Authorized Users'): (i) violation of any third party rights (including third party Intellectual Property Rights or privacy rights); (ii) use of the Solution and Documentation in breach of the terms of this Agreement; (iii) the operation and your combination or use of the Solution with Your Data and third party equipment, software, applications, materials and/or services; (iv) Your Data; and (v) breach of Section 4 (Your Obligations).

11. Limitation of Liability

11.1 See Section 7.3 of the Oakland County Purchasing Contract.

12. Term; Termination

12.1 The Subscription Term and start date are set forth on the Quote. The subscription shall automatically renew for additional 12 month periods (each a "**Renewal Term**") after the initial Subscription Term unless either party provides written notice of its desire to terminate to the other party at least 30 days prior to the expiration of the then applicable term, unless otherwise set forth in the Quote or unless the Agreement is terminated in accordance with the terms of this Section 12.

12.2 Either party may terminate an Quote or this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a

material provision of this Agreement and fails to remedy the breach (if capable of remedy) within thirty

(30) days after receipt of written notice; (ii) the other party breaches any of its confidentiality obligations; (iii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party, or any petition by or on behalf of such party is filed under any bankruptcy or similar laws. Additionally, we may also terminate this Agreement if we reasonably believe you intend to undergo any of the foregoing or reasonably believe you are, or will be, unable to provide your services which require use of the Solution. Outstanding Quotes are automatically terminated upon termination of this Agreement.

12.3 Upon expiration of the Subscription Term or termination of the Quote, any outstanding fees shall become due and payable, and you will immediately cease use of the affected Solution. Furthermore, any Third Party Services which are passed through to you for use with the Solution will automatically terminate unless you contract directly with the third party providers for such services prior to the subscription expiration or termination, and we will have no further obligation to provide Third Party Services to you following expiration or termination of your subscription for any reason. In the event of termination of this Agreement, you will also return or destroy, at our option, all Confidential Information in your possession (and certify in writing you have done so). Sections 1.4, 6, 7, 9.2, 9.3, 9.4, 9.5, 10, 11, 12.3, 13.2 and 14 shall survive any expiration or termination of this Agreement.

13. Trial Services; Free of Charge Services

13.1 We may enable you to access and use a Carbyne feature, product or service (which may not be generally available) for use with the Solution for beta-testing or evaluation purposes, as specified in a Quote, and to provide feedback to us (which we may use freely) (each a "**Trial Service**"). We may also give you access to a generally available Carbyne feature, product or service for use with the Solution without additional fee for your internal use in accordance with this Agreement (each a "**Free of Charge Service**"). If

we do so, you may use the Trial Service and Free of Charge Service only for the permitted purpose.

13.2 Any use of a Trial Service or Free of Charge Service is at your own risk. Trial Services and Free of Charge Services are provided “AS IS” WITHOUT WARRANTY OF ANY KIND AND “AS AVAILABLE”. The SLA and any security standards in this Agreement do not apply to Trial Services and Free of Charge Services. We may, at our discretion and without notice, change, limit or discontinue any Trial Services and Free of Charge Services, including your access and use. Our entire liability for all claims, damages and indemnities arising out of or related to your use of Trial Services and Free of Charge Services will not exceed in the aggregate USD \$1,000.00 (or equivalent in local currency).

14. General

14.1 The Solution is a commercial product that was developed exclusively at private expense. If the Solution is acquired directly or indirectly for use by the U.S. Government, then the parties agree that the Solution is considered ‘Commercial Items’ and ‘Commercial Computer Software’ or ‘Computer Software Documentation’, as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. The Solution may only be used under the terms of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. Unless otherwise expressly required, we will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

14.2 Neither party will be liable for events beyond its reasonable control or for delay or failure to perform any obligations under this Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.

14.3 All notices shall be in writing and given in person, by an overnight courier service which provides tracking information to evidence delivery, by registered mail, or by email with confirmation of receipt, addressed to the address or email, as applicable, set forth in this Agreement or to such other address or email as a party may designate to the other in accordance with the notice procedure. All notices delivered in person or by courier service are deemed to have been given upon delivery, notices sent by registered mail are deemed given three calendar days after posting, and notices sent by email are deemed given when received and opened as validated by the read receipt.

14.4 We may reference you as a customer or user of our products in our publicity or general marketing communications and activities.

14.5 This Agreement and the Oakland County Purchasing Contract executed by the Parties constitutes the entire agreement between you and us and supersedes any previous agreements or representations, either oral or written, including any additional or preprinted terms on purchase orders, with respect to the subject matter of this Agreement. All amendments will be made only in writing. We may update, amend or modify this Agreement from time to time as required to comply with applicable law or as required by our licensors or vendors with thirty (30) days prior written notice. If there is a conflict between this Agreement, Supplemental Terms and a Quote, the Quote, then the Supplemental Terms, will take precedence to the extent of such conflict and only with respect to the applicable Solution, Support Services and any Professional Services under such Quote and Supplemental Terms. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the

EXHIBIT V



provision, right or remedy in that or any other instance.

14.6 You may transfer or assign your rights or obligations under this Agreement to a third party only with prior written consent from us. Any purported assignment contrary to this section shall be void. We may assign this Agreement to any of our Affiliates or to a successor entity in the event of a merger or acquisition without your prior written consent, and we will provide you with written notice of such assignment.

14.7 Some of our licensors and suppliers may be third-party beneficiaries under this Agreement.

14.8 If you provide any ideas or feedback regarding any products and services offered by Carbyne (including Free of Charge Services), such as

suggestions for changes or enhancements and new product ideas, (collectively "Feedback"), you agree Feedback is not considered your Confidential Information, intellectual property or trade secret. You hereby assign any rights you may have in the Feedback to us, and accordingly we may use Feedback freely without restriction. In the event such assignment is not feasible or is deemed invalid for any reason, you grant us an irrevocable, sublicensable, perpetual, worldwide, royalty free right and license to use the Feedback freely.

14.9 This Agreement with Carbyne, Inc. is governed by the laws of the State of Michigan, without regard to its conflict of law principles, and the parties agree to submit to the exclusive jurisdiction of courts in Oakland County, Michigan.

Hardware Addendum

The parties agree to the terms of this Hardware Addendum (“Addendum”) which are supplemental to the Carbyne Terms and Conditions (“Agreement”) and govern any sale and use of third-party equipment and related services which you purchase through us. Capitalized terms in this Addendum will have the same meaning as set forth in the Agreement unless otherwise expressly stated in this Addendum. In the event of a conflict between the Agreement and this Addendum, this Addendum will take precedence and apply to the extent of such conflict as it applies to your purchase of equipment and any related services.

1. Any orders for third-party equipment will be as mutually agreed upon in an Order, and payment terms are in accordance with the Agreement. In the event you purchase third party equipment through us, you acknowledge that we will purchase such equipment for you through our preferred vendor (“Vendor”), which will ship the equipment to you directly. Title and risk of loss to such equipment will pass to you upon delivery of such equipment to the site(s) you specify. In the event of any loss or damage to the equipment during transit, your sole remedy is redelivery of replacement equipment.
2. You acknowledge the use of the equipment is governed by terms and conditions provided by the manufacturer. Accordingly, you agree to such terms and conditions between you and the respective manufacturer, as applicable.
3. All third-party equipment is sold only with warranties provided by the Vendor or manufacturer. WE PROVIDE ANY THIRD-PARTY EQUIPMENT AND ANY RELATED DOCUMENTATION AND SERVICES “AS-IS” AND WE MAKE NO WARRANTY OF ANY KIND WITH RESPECT TO THE EQUIPMENT AND RELATED DOCUMENTATION AND SERVICES. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
4. Support and maintenance services for equipment may be offered to you by Vendor, as indicated on the Order. For the duration such support services are offered by Vendor under the Order, you may contact us for initial support inquiries, but we will redirect such inquiries to Vendor at our sole discretion and you and Vendor will work together to resolve any support and maintenance issues. You acknowledge we have no further support and maintenance obligations with respect to the equipment. You may also purchase additional support from the manufacturer, if available. You grant us and Vendor the right to monitor equipment such as switches and routers which facilitate and route calls you receive to enable us and Vendor to provide support services.
5. Notwithstanding anything to the contrary in the Agreement, we disclaim, and you release us from, any and all liability in connection with, relating to, or arising from your purchase and use of any third-party equipment (including any related documentation and services), whether such third-party equipment is purchased through us or otherwise. WITH RESPECT TO USE OF THE EQUIPMENT (INCLUDING RELATED DOCUMENTATION AND SERVICES), IN NO EVENT WILL WE BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING CLIENT DATA), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR DIRECT, SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTORY OR OTHERWISE, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CITIZEN CONNECT TERMS OF USE ADDENDUM

This Citizen Connect Terms of Use Addendum (“**Addendum**”) is subject to and made part of the Carbyne Terms and Conditions or, if applicable, a mutually agreed upon agreement which governs your use of the Solution (“**Agreement**”). Capitalized terms in this Addendum will have the same meaning as set forth in the Agreement, unless otherwise expressly specified in this Addendum. Additional definitions are set forth below.

We offer a feature in the Solution which is designed to enable automatic sharing of a caller’s information, such as health information, with an Emergency Service Provider (“**ESP**”) which uses the Solution when the caller makes an emergency call to the ESP (such feature referred to in this Addendum as the “**Service**” and such individual referred to in this Addendum as a “**Caller**”). If enabled, the Service will also provide an automated notification to emergency contacts designated by a Caller, and location and/or video shared by the Caller, when that Caller makes an emergency call to the ESP. This Addendum addresses the terms and conditions under which you may access and use the Service and make it available to individuals in your jurisdiction.

1. Use of the Service

- 1.1. Subject to the terms and conditions of this Addendum and payment of applicable fees for the Service and any related services, you will: (i) have the right to make the Service available to Callers such as by sharing a link or QR code for Callers to sign up; and (ii) use the Service in compliance with all applicable laws and regulations.
- 1.2. You will not offer the Service as a “surveillance” “security” “protection” and/or any other similar term that might imply that the Service is a private security service. Rather, you must explain to Callers when inviting them to sign up for the Service that the Service is a “notification software-based service” and not a security service.
- 1.3. You are responsible for ensuring that Callers who register for the Service are 18 years or older and any if information submitted by the Caller to the Service includes personal information of minors under the age of 18 such Caller has the legal authority and right to provide such information. We do not knowingly collect personal information from minors, and if we learn of any inadvertently obtained information in violation of these terms or applicable laws, we will promptly delete such information.

2. Orders and Fees

- 2.1. Orders for the Service, and any related services, are placed when you agree in writing to an order form or quote issued by us (“**Quote**”). All Quotes are subject to this Agreement. Unless otherwise set forth in the applicable Quote, delivery of the Service occurs when we make the Service available to you. You acknowledge you are responsible for all communications with the Caller including, but not limited to, informing the Caller of any changes to, or termination or expiration of the Caller’s subscription to the Service.
- 2.2. You agree to pay the fees set forth on the applicable Quote in accordance with the payment term set forth in the Agreement. We may also invoice you for additional fees if you exceed the permitted use.
- 2.3. If you fail to pay any fees in accordance with the terms of this Addendum and the applicable Quote, in addition to any other rights and remedies available to us, we may suspend or limit your access to the Service until all outstanding fees have been paid.

3. Caller Data

- 3.1. In connection with access and use of the Service, a Caller who registers for the Service may submit personal information (such as name and contact information of the Caller and the Caller's emergency contacts) and other personal information such as health information through the Service itself. If enabled, the Caller may share location and/or video during the emergency call with you as the ESP and the Caller's emergency contacts. All such information, location and video are collectively referred to as, "**Caller Data**". You are responsible for obtaining all legally required express and written consents and rights that are necessary to collect, use, disclose, modify or store any personal data by any means, and which use includes accessing, handling, benefiting from, transferring or disposing of personal data ("**Process**" or "**Processing**") and Caller Data and to share Caller Data with us as necessary for us to provide the Service and any related services to you and your Callers. Without limiting the generality of the foregoing, you shall deliver to each Caller a privacy policy which complies with all requirements under applicable data protection and privacy laws ("Data Protection Laws") to carry out any Processing. You will ensure that neither Caller Data, nor Processing of Caller Data through the Service, nor our use of Caller Data to provide the Service or any related services, will infringe, misappropriate or violate a third party's rights of privacy or data protection, or result in the violation of any applicable law or regulation in this regard, which may include the Telephone Consumer Protection Act ("TCPA") and verifying phone numbers against the FCC's Reassigned Numbers Database. You are responsible for your compliance with any applicable laws, including the TCPA and data privacy and data retention laws. For more information about the Caller Data we obtain and how we use it, please see our Privacy Policy.
- 3.2. In order for us to legally Process Caller Data in the manner necessary to provide the Service, you must grant us certain rights with respect to Caller Data so that technical actions we take in operating the Service are not considered legal violations. For example, we need to be able to collect, process, transmit, store, copy and publish Caller Data in order to display it to you and to store, process and distribute Caller Data in order to provide the Service to you and the Caller. Accordingly, you appoint us as your processor and/or sub-processor as applicable in accordance with the Data Protection Laws to Process the Caller Data which you or your Callers share with us only for the purpose of providing the Service to you and your Callers, as provided under the applicable Privacy Notice delivered to the Callers and for no other purpose.
- 3.3. We have implemented and will maintain administrative, physical, and technical safeguards designed to prevent unauthorized access, use, modification, deletion and disclosure of Caller Data by our personnel. We will only share Caller Data in accordance with our Privacy Policy and only with our third-party sub-processors that contractually agree to our same or similar data protection practices. Also, you acknowledge and agree that you are the sole controller of the personal data of the Callers and are bound to the obligations applicable to controllers for adequate security, protection and backup of Caller Data in terms of the applicable Data Protection Law.

4. Disclaimers

- 4.1. **WE SHALL HAVE NO LIABILITY FOR ANY AND ALL CLAIMS, PENALTIES, DEMANDS, LOSSES, COSTS, EXPENSES, OBLIGATIONS, LIABILITIES AND DAMAGES OF WHATEVER NATURE AND KIND, ARISING FROM OR IN CONNECTION WITH: (I) ANY ACTS OR OMISSIONS, NEGLIGENCE, WILLFUL MISREPRESENTATION OR FRAUD BY YOU OR ANY OF YOUR END USERS, CALLERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS; (II) ANY BREACH OF YOUR**

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS; (III) ANY REPRESENTATIONS OR WARRANTIES OR AGREEMENTS ENTERED INTO BETWEEN YOU AND YOUR CALLERS; OR (IV) ANY THIRD PARTY CLAIM, INVESTIGATION OR PROCEEDING ARISING OUT OF OR RELATED TO YOUR OR YOUR CALLERS' USE OF THE SERVICE OR ANY SOFTWARE, PRODUCT OR SERVICE OFFERED BY CARBYNE IN CONNECTION WITH THE SERVICE.

- 4.2. **YOU ACKNOWLEDGE THAT THE SERVICE MAY NOT BE AVAILABLE IN ALL GEOGRAPHIES AT ALL TIMES AND NOT ALL ESPs HAVE ACCESS TO OR UTILIZE THE SERVICE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICE IS FULLY AVAILABLE OR USED AT ALL ESPs. YOU ACKNOWLEDGE THAT PROVISION OF THE SERVICE IS ONLY FOR YOUR AND YOUR CALLERS' BENEFIT, AND NOT FOR ANY OTHER THIRD PARTY, INCLUDING ANY ESP.**
5. **Your Responsibility.** You are responsible for any claims, suits or proceedings arising out of or relating to your (or your Callers'): (i) Caller Data; (ii) violation of any third party rights (including privacy rights); and (iii) your breach of the terms of this Addendum, including your breach of your obligations in Section 3 (Caller Data).
6. **Limitation of Liability.** This Addendum is subject to liability caps and limitations in the Agreement.
7. **Termination.** Upon expiration of the subscription term, termination of the Quote or termination of this Addendum, any outstanding fees shall become due and payable, and you will immediately cease use of the Service. Termination of the Agreement shall automatically terminate this Addendum. In addition to all sections under the Agreement which survive, Sections 4, 5, 6, 7 and 8 of this Addendum shall survive any expiration or termination of this Addendum.
8. **General.** The Agreement and this Addendum constitutes the entire agreement between you and us and supersedes any previous agreements or representations, either oral or written, including any additional or preprinted terms on purchase orders, with respect to the subject matter of this Agreement. All amendments will be made only in writing. We may update, amend or modify this Addendum from time to time as required to comply with applicable law or as required by our licensors or vendors with thirty (30) days prior written notice. Terms of the Agreement shall apply to this Addendum, except to the extent addressed in this Addendum. For purposes of this Addendum, "Solution" or "Platform" as used in the Agreement shall refer to the Services and "Your Data" shall refer to Caller Data. If there is a conflict between this Addendum and the Agreement, this Addendum will take precedence to the extent of such conflict only with respect to the Service.












Oakland County Contract_011794_Carbyne


Final Audit Report


2025-12-30


Created:	2025-12-30
By:	Christine Krywko (KRYWKOC@OAKGOV.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3ckCyCJSX0ustl2A6n5BGuHkKQJ79Xbd


"Oakland County Contract_011794_Carbyne" History


-  Document created by Christine Krywko (KRYWKOC@OAKGOV.COM)
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-  Document emailed to legal@carbyne.com for signature
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-  Document signing delegated to johnr@carbyne.com by legal@carbyne.com
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-  Signer johnr@carbyne.com entered name at signing as John Rucker
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-  Document e-signed by John Rucker (johnr@carbyne.com)
Signature Date: 2025-12-30 - 9:47:53 PM GMT - Time Source: server- IP address: 174.230.127.242
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-  Signer davenport@oakgov.com entered name at signing as Rod Davenport
2025-12-30 - 10:23:07 PM GMT- IP address: 97.70.170.232

 Document e-signed by Rod Davenport (davenport@oakgov.com)
Signature Date: 2025-12-30 - 10:23:09 PM GMT - Time Source: server- IP address: 97.70.170.232

 Document emailed to Aaron Wagner (wagner@oakgov.com) for signature
2025-12-30 - 10:23:15 PM GMT

 Email viewed by Aaron Wagner (wagner@oakgov.com)
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 Document e-signed by Aaron Wagner (wagner@oakgov.com)
Signature Date: 2025-12-30 - 10:24:36 PM GMT - Time Source: server- IP address: 107.127.9.9

 Agreement completed.
2025-12-30 - 10:24:36 PM GMT



City of Rochester

400 Sixth Street
Rochester, MI 48307
P: (248) 651-9061
F: (248) 651-2624
www.rochestermi.org

MEMORANDUM

Date: May 5, 2026
To: Nik Banda, City Manager
From: Jeffrey S. Kragt
Subject: Ordinance Amendment – E-Bikes
Copies: Jeremy Peckens, Holly Meyers, Megan Frazho

Issue: Consideration of a Bicycle/E-Bike Ordinance.

Analysis: In late 2025, City Council considered the issue of regulations of bicycles and e-bikes on City sidewalks. At its request, Administration presented and Council reviewed draft language that would prohibit riding of bikes, e-bikes, scooters, minibikes, etc. in the downtown area and other areas. In sum, the ordinance would prohibit the riding of bikes and electrified devices on City sidewalks in the City's downtown area. At the end of the discussion, Council opted to table the matter for further consideration.

Chief Rouhib and I have made additional modifications, which now sets forth boundaries for the proposed Downtown Area within which such devices would not be permitted. While violations continue to be categorized as municipal civil infractions, the draft ordinance provides for increasing fines for subsequent violations, as well as possible impoundment of the device under certain circumstances.

The requested action would be for City Council to review and consider language presented and give direction to administration. If Council likes the draft language, it could move forward with the ordinance amendment process.

Requested Action: For City Council to discuss the attached draft ordinance. If Council is satisfied and wishes to move forward, the requested action would be to move the ordinance amendment for first reading and introduction.

Attachment: Proposed Ordinance Restricting Bicycles and E-Bikes from downtown areas.

AN ORDINANCE TO AMEND CHAPTER 52, TRAFFIC AND VEHICLES, OF THE ROCHESTER CITY CODE, TO ADD A NEW ARTICLE IV TO BE KNOWN AS THE “BICYCLE AND MOTORIZED DEVICES ORDINANCE” WHICH WILL PROVIDE FOR THE REGULATION OF BICYCLES, ELECTRIC BICYCLES, AND OTHER SIMILAR DEVICES.

THE CITY OF ROCHESTER ORDAINS:

Section 1. Chapter 52, Traffic and Vehicles, of the Rochester Code shall be amended to a new Article IV as follows:

ARTICLE IV. BICYCLE AND MOTORIZED DEVICES ON SIDEWALKS

Sec. 52-231. Title.

This Ordinance shall be known and cited as the “Bicycle and Motorized Devices Ordinance.”

Sec 52-232. Purpose.

The purpose of this Ordinance is to protect public safety and promote safe pedestrian access within the City, particularly in the Downtown Area, by regulating the use of bicycles, electric bicycles, motorized scooters, Segways, electric unicycles/uniwheel devices, mopeds, and other similar personal transportation devices. The City finds that use of such devices on sidewalks and pedestrian crosswalks in the Downtown Area creates conflicts with pedestrians and increases the risk of accidents. This Ordinance supplements applicable Michigan laws governing the operation of these devices and is intended to provide additional local regulation tailored to conditions in the City.

Sec 52-233. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bicycle means a device propelled by human power upon which a person may ride, having two or more wheels in tandem or tricycle arrangement, with fully operative pedals.

Downtown Area means both sides of Main Street, including all sidewalks adjacent thereto, beginning at the intersection of Main Street and Second Street and extending northerly to the intersection of Main Street and Romeo Street, and all publicly maintained pedestrian walkways, plazas, and sidewalk extensions within this corridor. A detailed map shall be maintained by the City Clerk and shall be available for inspection and copying and shall be incorporated by reference into this Ordinance.

Electric Bicycle means a device with two or three wheels equipped with fully operable pedals and an electric motor of not more than 750 watts, as defined under Michigan law (MCL 257.13e). Electric bicycles shall be further classified into Class 1, Class 2, and Class 3 consistent with Michigan law.

Electric Unicycle/Unimheel Device means a self-balancing device with a single wheel, powered by an electric motor, designed to transport one person, and not otherwise defined as a bicycle or electric bicycle under Michigan law.

Mobility Device means any wheelchair, motorized wheelchair, electric mobility scooter, or other power-driven mobility device used by an individual with a mobility disability, as recognized under the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., and its implementing regulations.

Moped means a two- or three-wheeled vehicle to which both of the following apply: (a) It is equipped with a motor that does not exceed 100 cubic centimeters piston displacement, produces 2.0 brake horsepower or less, and is not capable of propelling the vehicle at a speed greater than 30 miles per hour on a level surface; and (b) Its power drive system does not require the operator to shift gears. (MCL 257.32b)

Motorized Scooter means any two- or three-wheeled device that is powered by an electric or gas motor, upon which a person may ride while standing or seated, that is not otherwise defined as a motorcycle, moped, or electric bicycle under Michigan law.

Segway (or Self-Balancing Personal Assistive Mobility Device) means a self-balancing device with two nontandem wheels, designed to transport one person, powered by an electric propulsion system with a maximum speed of 15 miles per hour.

Sec. 52-234. Prohibited Uses in the Downtown Area and Other Areas.

- (1) No person shall ride, operate, or otherwise use a bicycle, electric bicycle, motorized scooter, Segway, electric unicycle/uniwheel device, or moped on any public sidewalk or pedestrian crosswalk located within the Downtown Area. Additional prohibited areas may be included by resolution of Rochester City Council.
- (2) Should a state law provision provide more restrictive restrictions, the state law provision shall control.
- (3) A person may walk, push, or otherwise dismount and move such device along a sidewalk or crosswalk within the Downtown Area.

Sec. 52-235. Operation and Right of Way.

- (1) When operating a bicycle, electric bicycle, motorized scooter, Segway, or electric unicycle/uniwheel device upon a street, path, or other location where operation is permitted, the operator shall:
 - (a) Yield the right of way to pedestrians at all times.
 - (b) Give an audible signal before overtaking and passing a pedestrian.

Sec. 52-236. Exceptions.

This Ordinance shall not apply to:

- (1) Police officers, firefighters, or other City employees operating a bicycle, electric bicycle, motorized scooter, Segway, electric unicycle/uniwheel device, or moped while in the performance of their official duties.
- (2) Operation of a Mobility Device for persons with disabilities, consistent with the Americans with Disabilities Act and applicable federal and state law.
- (3) Operation upon any roadway or designated bicycle lane lawfully open to such devices, in accordance with the Michigan Vehicle Code and other applicable law.
- (4) Any use otherwise specifically authorized by resolution of the City Council.

Sec. 52-237. Applicability of State Law.

The operation of bicycles, electric bicycles, motorized scooters, Segways, electric unicycles/uniwheel devices, and mopeds within the City remains subject to all applicable provisions of Michigan law, including the Michigan Vehicle Code. This Ordinance is in addition to and supplements such state laws.

Sec 52-238. Enforcement and Penalties.

This Ordinance shall be enforced by the Rochester Police Department and other authorized City officials.

Any person who violates this Ordinance shall be responsible for a municipal civil infraction and subject to the following civil fines, plus costs and other sanctions as provided by law:

1. First offense: a civil fine of not less than \$50.00 and not more than \$100.00.
2. Second offense within twelve (12) months: a civil fine of not less than \$100.00 and not more than \$250.00.
3. Third or subsequent offense within twelve (12) months: a civil fine of not less than \$250.00 and not more than \$500.00.

In lieu of, or in addition to, a civil fine, an enforcement officer may issue a written warning for a first-time offense at the officer's discretion, particularly where the violator demonstrates good-faith unfamiliarity with the Ordinance.

In addition to any civil fine imposed under this Section, an enforcement officer may impound a device used in violation of this Ordinance in any of the following circumstances:

- The violation constitutes a second or subsequent offense by the same operator within twelve (12) months;
- The operator refuses to dismount or cease operation of the device when directed to do so by an enforcement officer;
- The operator fails or refuses to provide identification sufficient to permit issuance of a citation; or
- The device has been left unattended or abandoned within the Downtown Area.

An impounded device shall be returned to its lawful owner upon payment of all outstanding civil fines, towing costs, and storage costs, assessed in accordance with the City's existing impound procedures and applicable law. The City shall provide written notice to the owner of an impounded device, including the procedure and timeframe for reclaiming the device, consistent with the requirements of due process.

Section 2. SEVERABILITY

If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion of this Ordinance, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. REPEAL

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

THIS ORDINANCE shall become effective immediately upon publication.

A true copy of this ordinance may be purchased or inspected at the office of the City Clerk at the Rochester Municipal Building, 400 Sixth Street, Rochester, Michigan, 48307, during regular business hours, 8:00 a.m. to 5:00 p.m. daily, except weekends and holidays.

Made and passed by the City Council of the City of Rochester, State of Michigan, this ____ day of _____, 2026.

CITY OF ROCHESTER

A Michigan Municipal Corporation

By: _____
Debbie Jones, Mayor

By: _____
Megan Frazho, Interim Clerk



City of Rochester

400 Sixth Street
Rochester, MI 48307
P: (248) 651-9061
F: (248) 651-2624
www.rochestermi.org

MEMORANDUM

Date: May 26, 2026
To: Mayor Jones and Council Members
From: Jason Warner, Director of Project Management
Subject: Kiwanis Area Playground Replacement Project

Anticipated Budget Impact: \$376,204.10 GL# 631-751.000-930.031
OR
\$349,427.30 GL# 631-751.000-930.031

Issue: The Kiwanis Area Playground at the Municipal Park is past its useful life and is in need of replacement. The equipment is obsolete and is becoming a safety concern. The project will include demolition and replacement of the playscape equipment and new surfacing. The swing sets will remain.

Analysis: Several designs and proposals from different manufacturers and recreation dealers have been obtained. Play Environments Design, a Playcraft Systems dealer, has finalized two designs for consideration. The existing two play structures will be removed and replaced. One play structure will be provided for users 2 to 5 years of age, and the second play structure will be provided for users 5 to 12 years of age. The existing rubber surface will be replaced with playscape turf.

Two options are being presented:

Option 2.1 has a total cost of \$376,204.10. Option 2.1 includes all playscape features identified throughout working design sessions.

Option 2.2 has a total cost of \$349,427.30. Option 2.2 excludes the “rock wall/mesh rope climber” and the “rumble deck”.

Requested Action: Motion to award a contract to Play Environments Design in the amount of \$376,204.10 OR in the amount of \$349,427.30.

Attachment(s): (1) Option 2.1 - Playscape Equipment & Project Proposal
(2) Option 2.2 - Playscape Equipment & Project Proposal
(3) Existing Pictures

ROCHESTER MUNICIPAL PARK 2.1

SITE PLAN

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
5	0/3	0/0	13/2	13/2

Mixed
Types

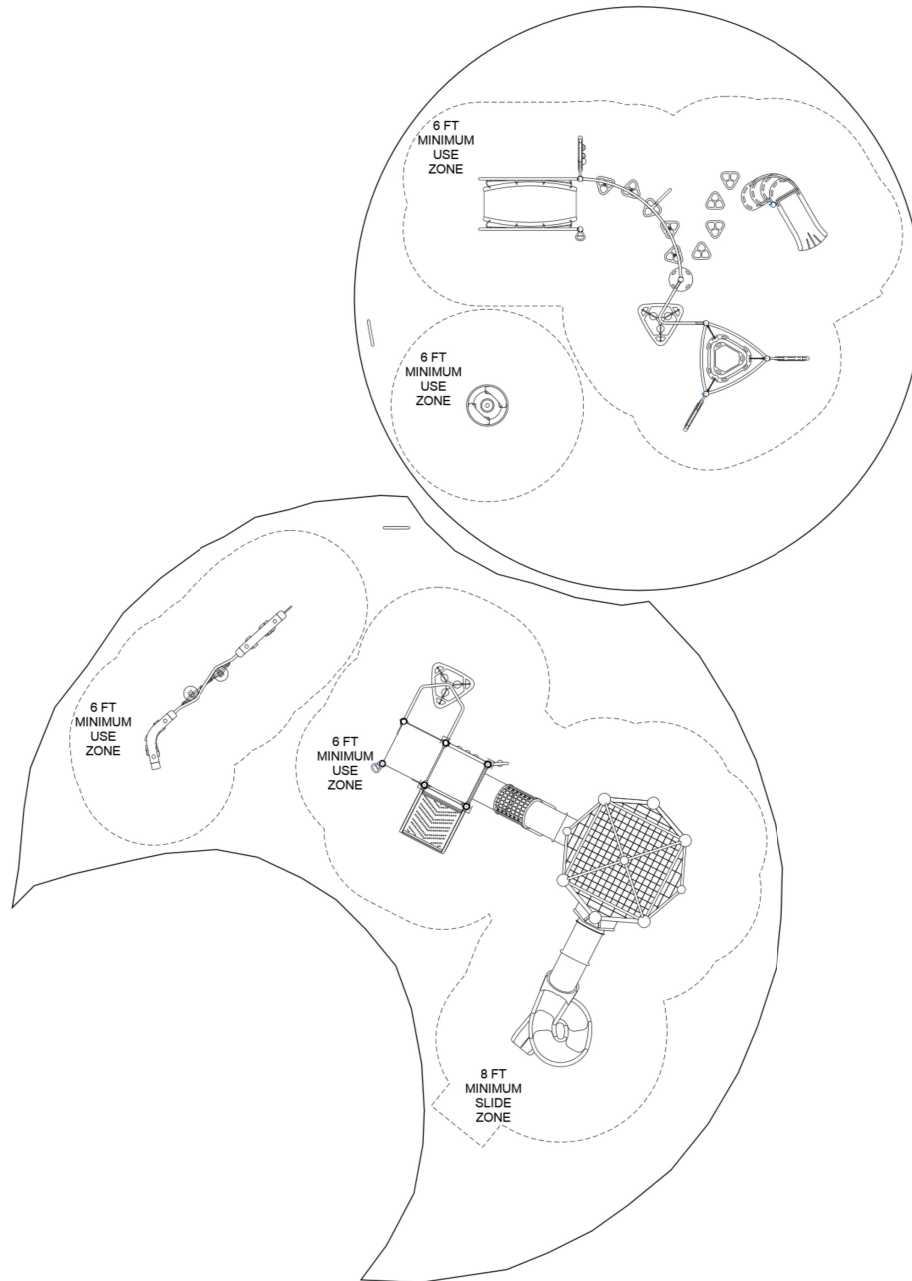
FOR KIDS
AGES
[Mixed]

GENERAL NOTES

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT # PEI26A6428D
DATE 5/20/2026

Play Environments Design, LLC
MIN. USE ZONE 67' x 84' (20.259m x 25.467m)



ROCHESTER MUNICIPAL PARK 2.1
SW VIEW

R5

FOR KIDS
AGES
5-12



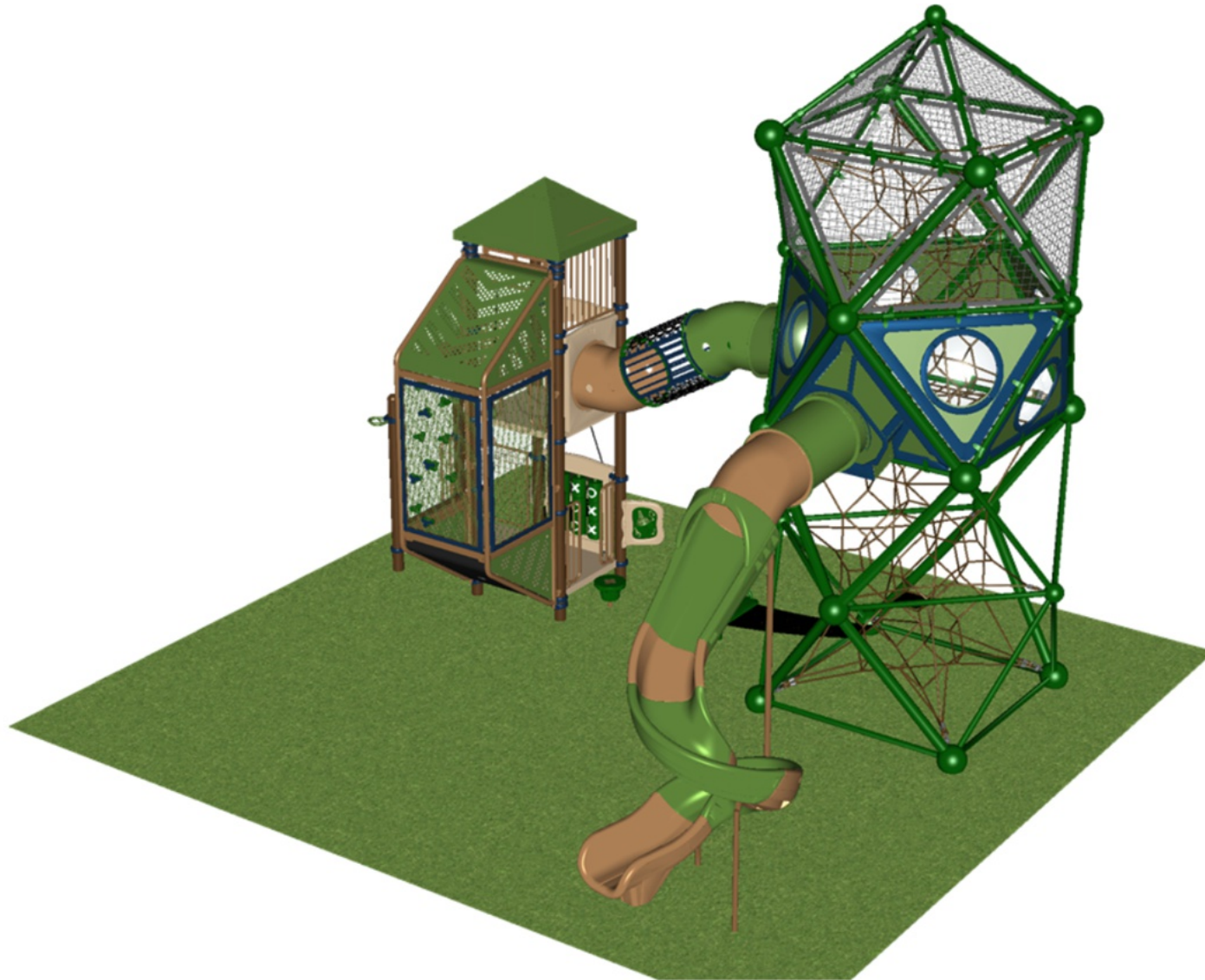
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PROJECT # PEI26A6428D
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.1
SE VIEW

R5

FOR KIDS
AGES
5-12



STRUCTURE # R505D6D9B
PROJECT # PEI26A6428D
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.1
NE VIEW

R5

FOR KIDS
AGES
5-12



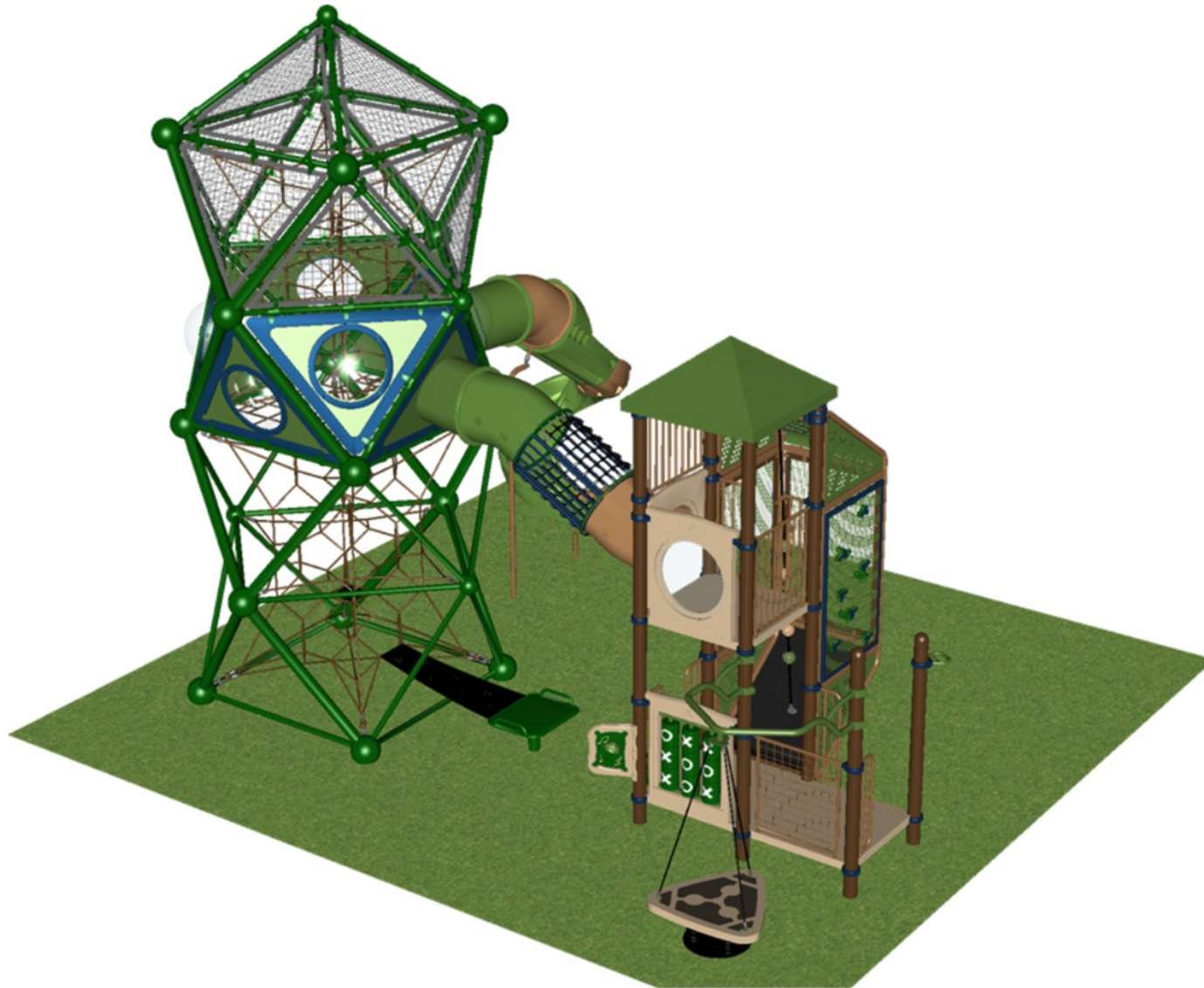
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PROJECT # PEI26A6428D
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.1
NW VIEW

R5

FOR KIDS
AGES
5-12



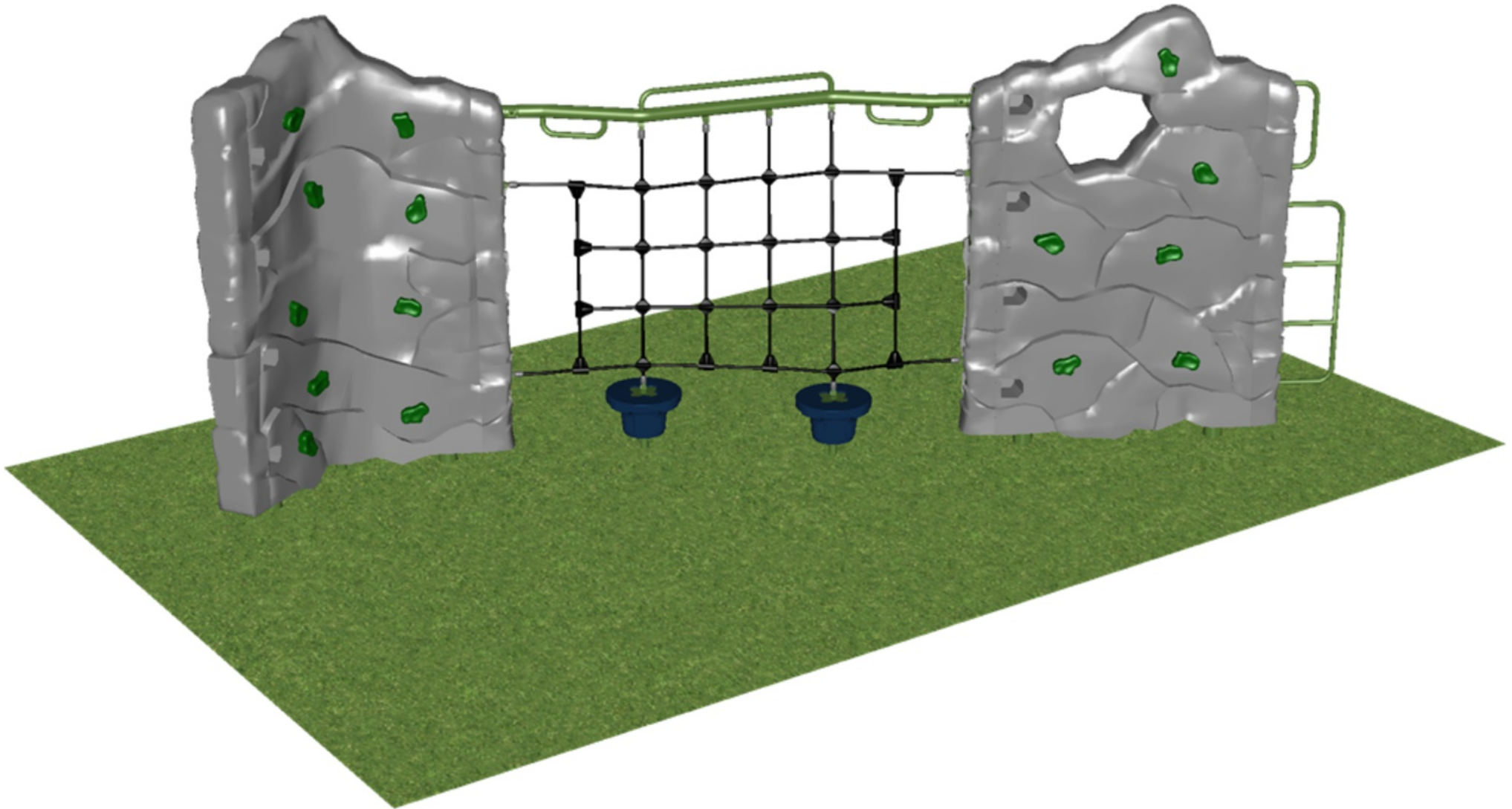
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PROJECT # PEI26A6428D
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.1
SW VIEW

R5

FOR KIDS
AGES
5-12



STRUCTURE # R50D3DF1A
PROJECT # PEI26A6428D
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.1
SW VIEW

RV5
FOR KIDS
AGES
2-5



STRUCTURE # RV5E5C49B
PROJECT # PEI26A6428D
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.1
SE VIEW

RV5 FOR KIDS
AGES
2-5



STRUCTURE # RV5E5C49B
PROJECT # PEI26A6428D
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.1
NW VIEW

RV5
FOR KIDS
AGES
2-5

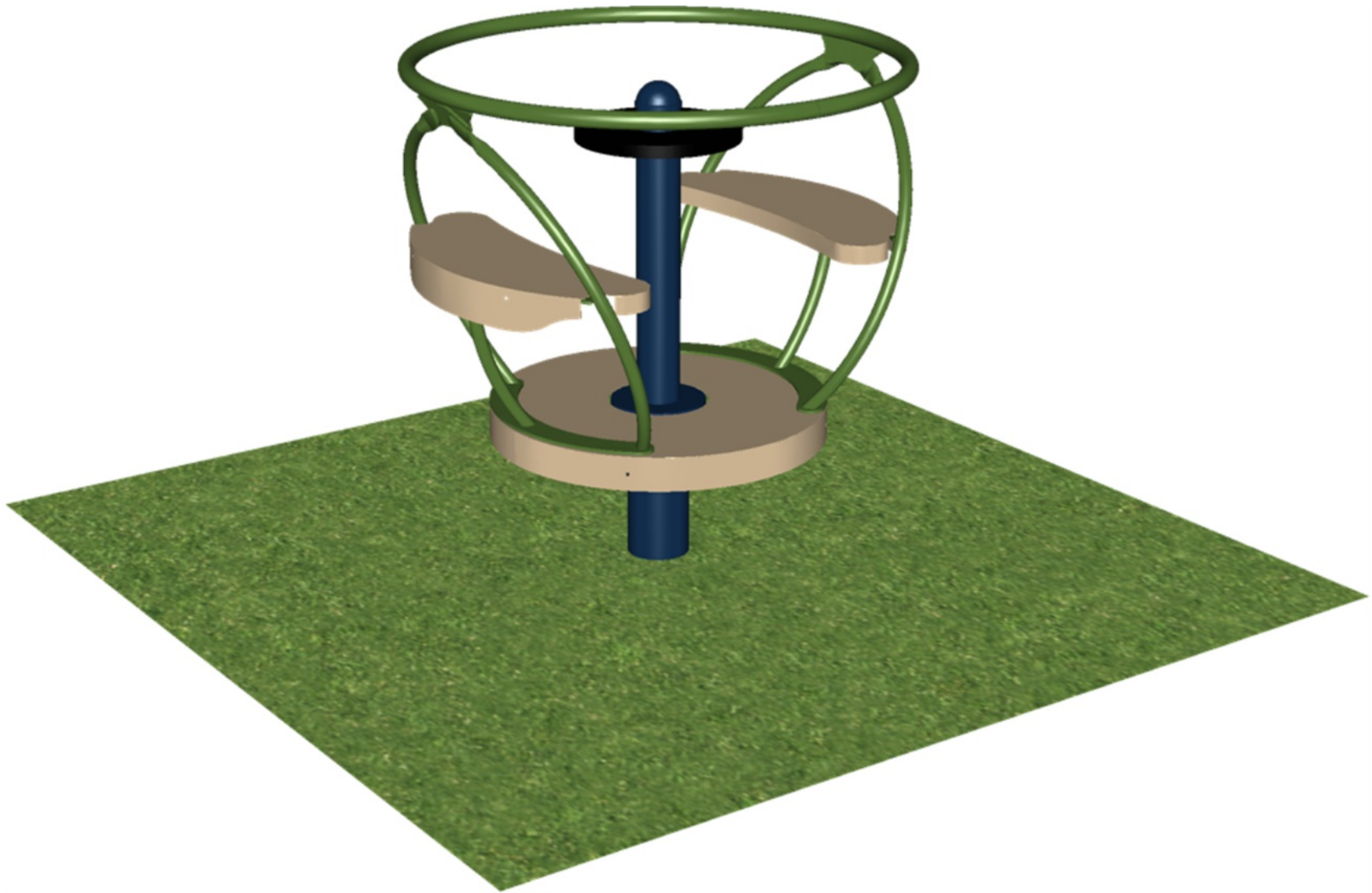


STRUCTURE # RV5E5C49B
PROJECT # PEI26A6428D
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.1
SW VIEW

FOR KIDS
AGES
2-5



STRUCTURE # FRE2479
PROJECT # PEI26A6428D
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.1
SW VIEW



STRUCTURE # STA1303
PROJECT # PEI26A6428D
DATE 5/20/2026

ROCHESTER MUNICIPAL PARK 2.1

SW VIEW



STRUCTURE # STA1302
PROJECT # PEI26A6428D
DATE 5/20/2026

ROCHESTER MUNICIPAL PARK 2.2

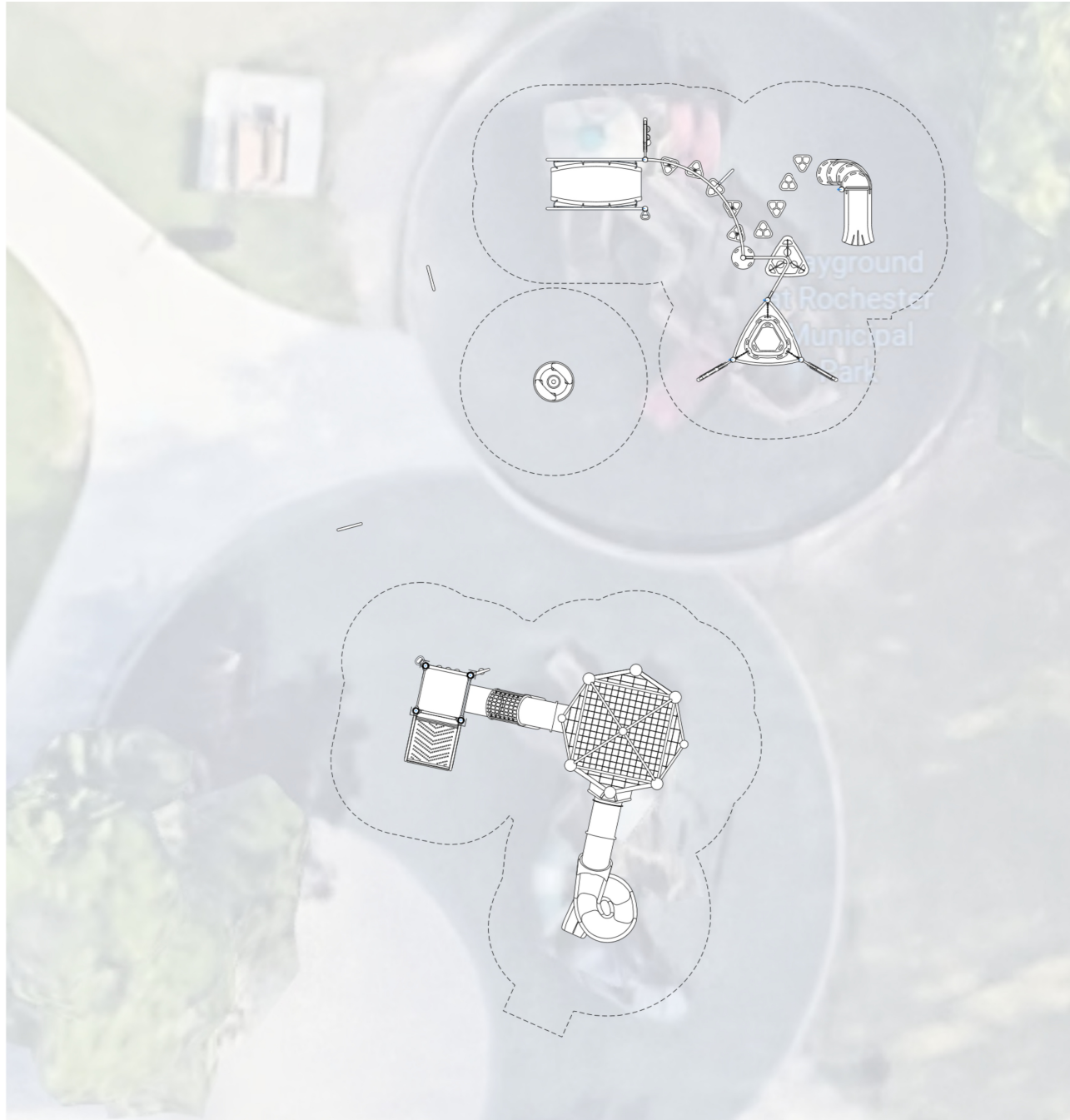
SITE PLAN

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
5	0/3	0/0	12/2	12/2

Mixed Types

FOR KIDS AGES [Mixed]



GENERAL NOTES

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

PROJECT # PEI26A6428A-2
DATE 5/20/2026

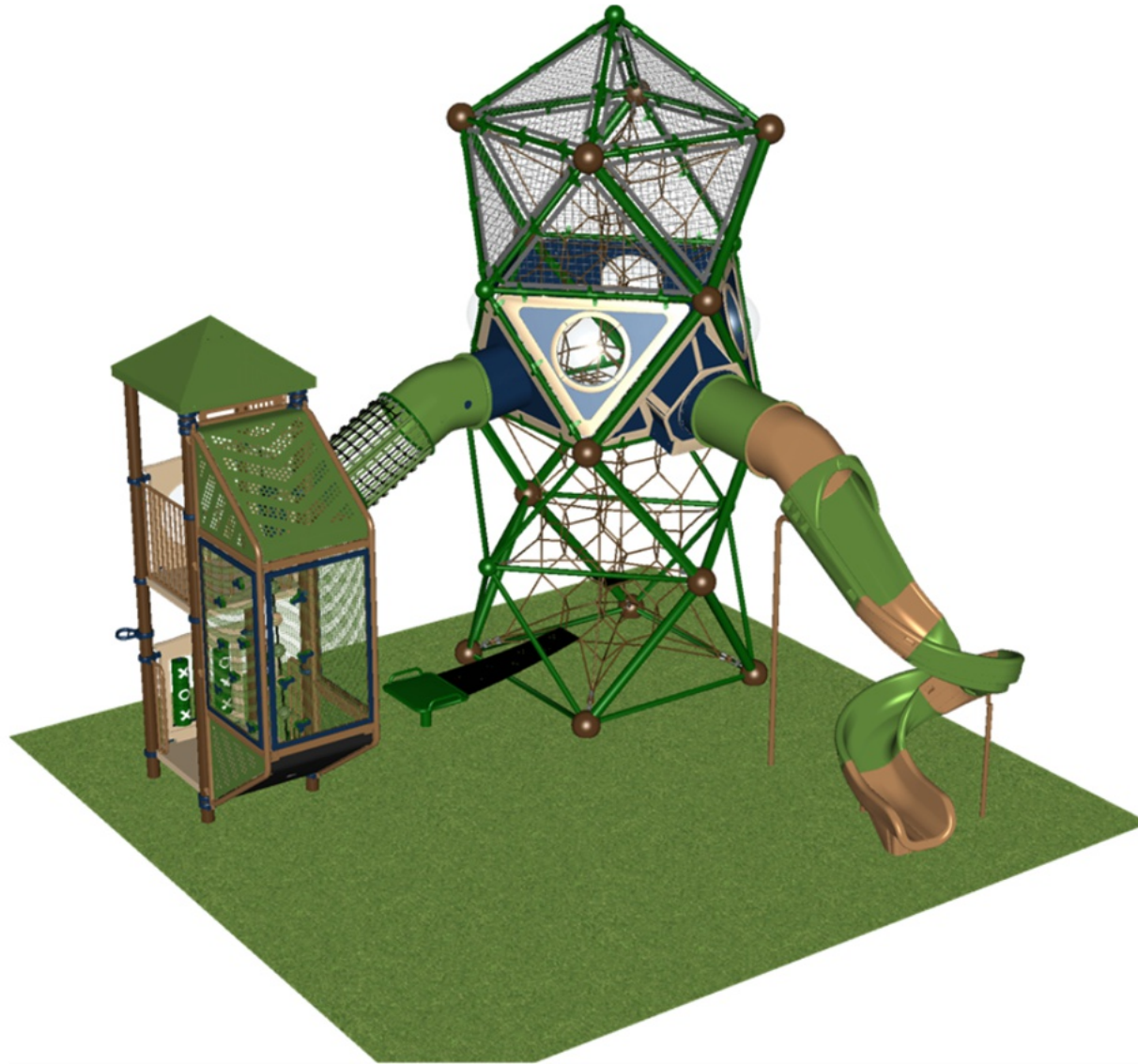
Play Environments Design, LLC
MIN. USE ZONE 51' x 78' (15.375m x 23.772m)
 289



ROCHESTER MUNICIPAL PARK 2.2
SW VIEW

R5

FOR KIDS
AGES
5-12



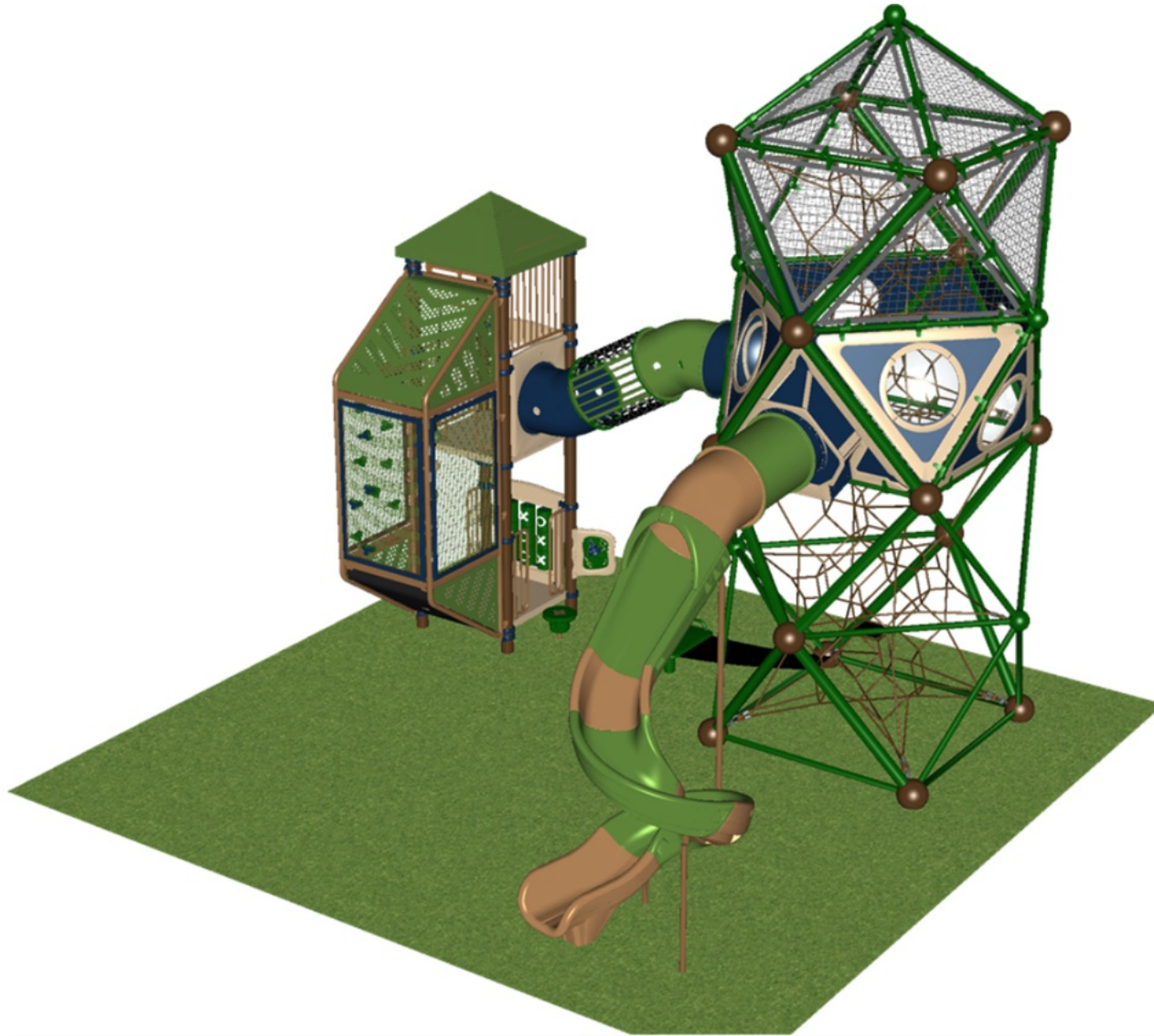
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PROJECT # PEI26A6428A-2
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.2
SE VIEW

R5

FOR KIDS
AGES
5-12



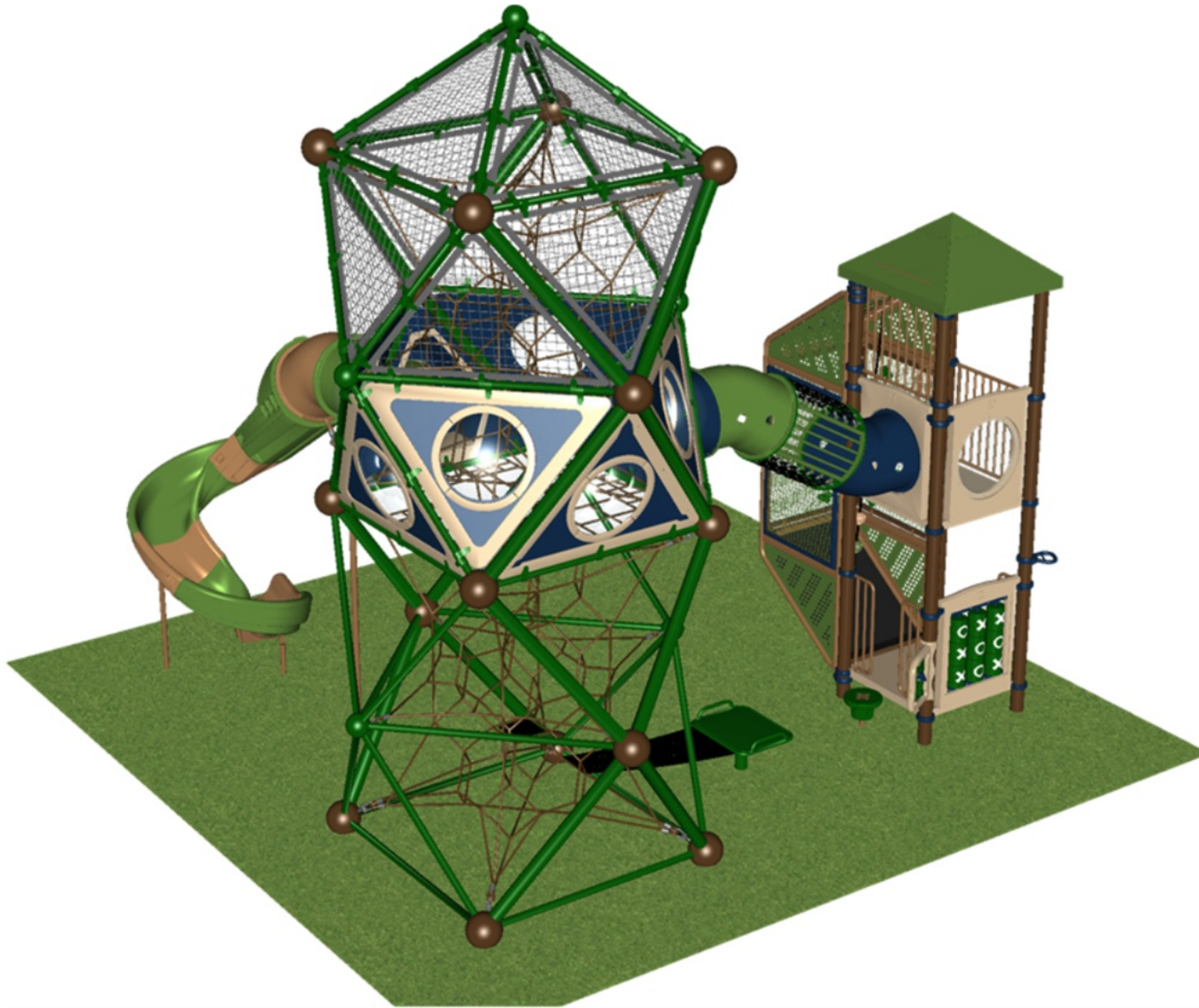
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PROJECT # PEI26A6428A-2
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.2
NE VIEW

R5

FOR KIDS
AGES
5-12

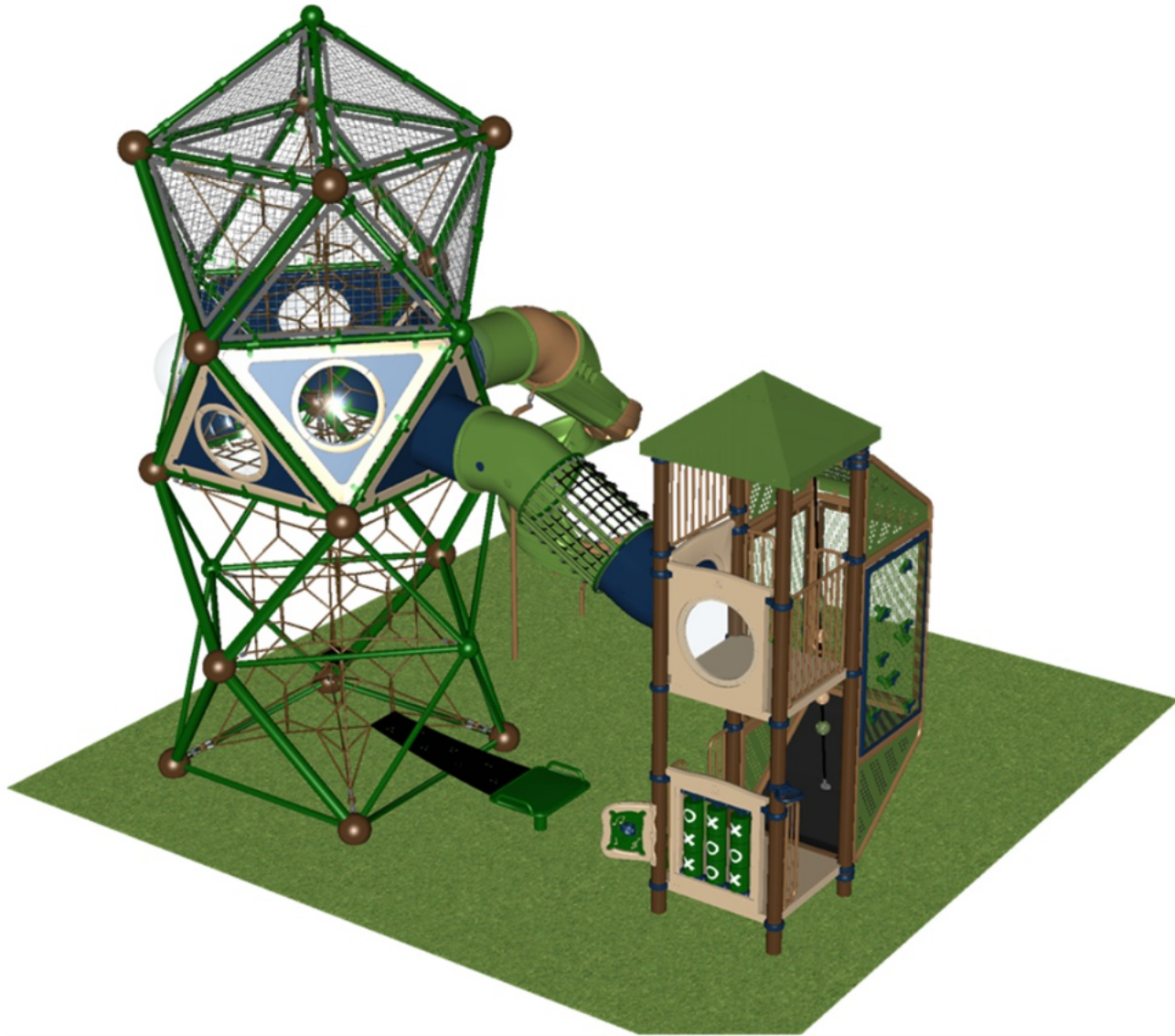


STRUCTURE # R50A08C6A
PROJECT # PEI26A6428A-2
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.2
NW VIEW

R5
FOR KIDS
AGES
5-12



STRUCTURE # R50A08C6A
PROJECT # PEI26A6428A-2
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.2
SW VIEW

RV5
FOR KIDS
AGES
2-5



STRUCTURE # RV541A97A
PROJECT # PEI26A6428A-2
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.2
SE VIEW

RV5
FOR KIDS
AGES
2-5



STRUCTURE # RV541A97A
PROJECT # PEI26A6428A-2
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.2
NE VIEW

RV5
FOR KIDS
AGES
2-5



STRUCTURE # RV541A97A
PROJECT # PEI26A6428A-2
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.2
NW VIEW

RV5
FOR KIDS
AGES
2-5

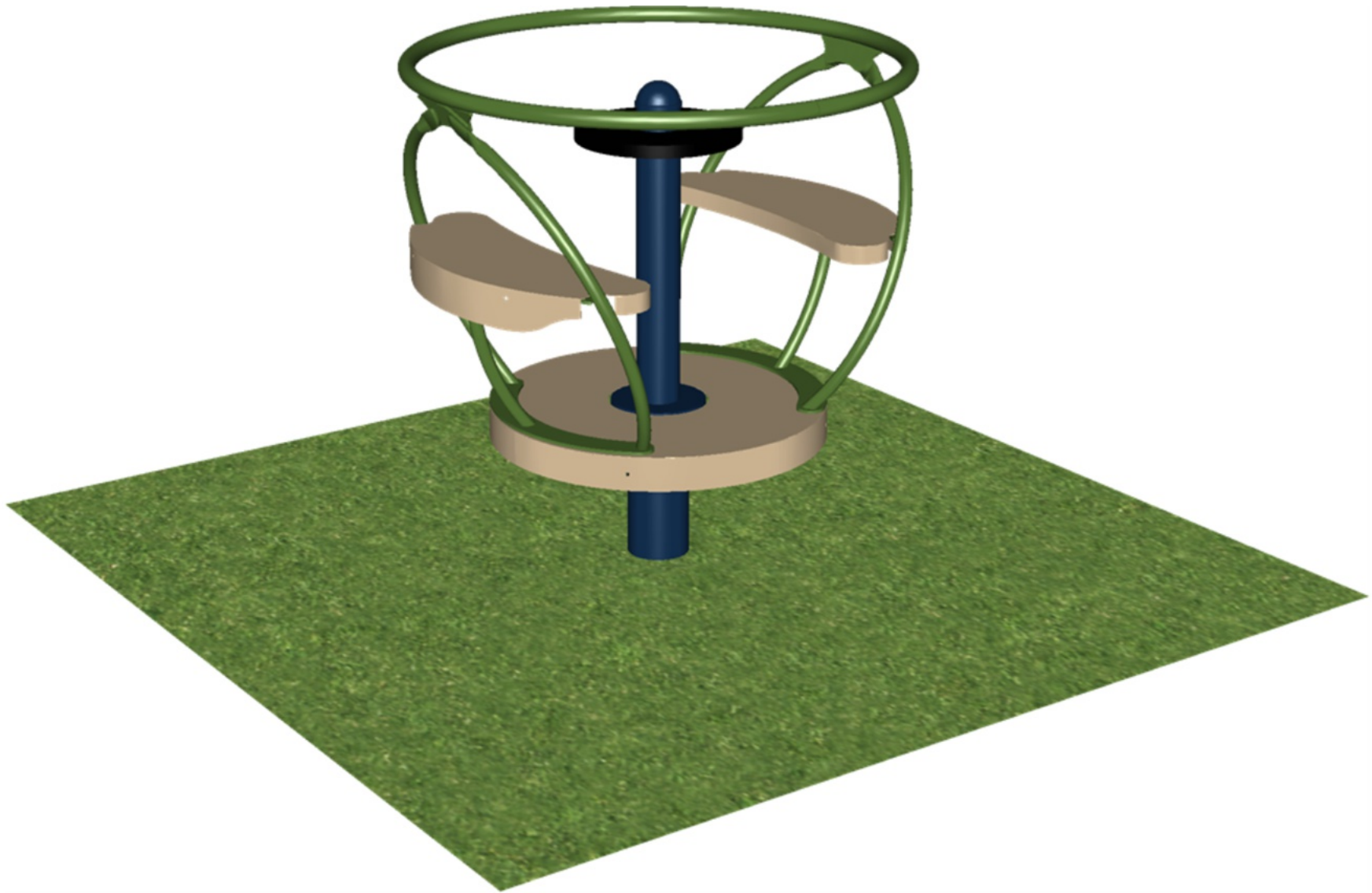


STRUCTURE # RV541A97A
PROJECT # PEI26A6428A-2
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.2
SW VIEW

FOR KIDS
AGES
2-5



STRUCTURE # FRE2479
PROJECT # PEI26A6428A-2
DATE 5/20/2026



ROCHESTER MUNICIPAL PARK 2.2

SW VIEW



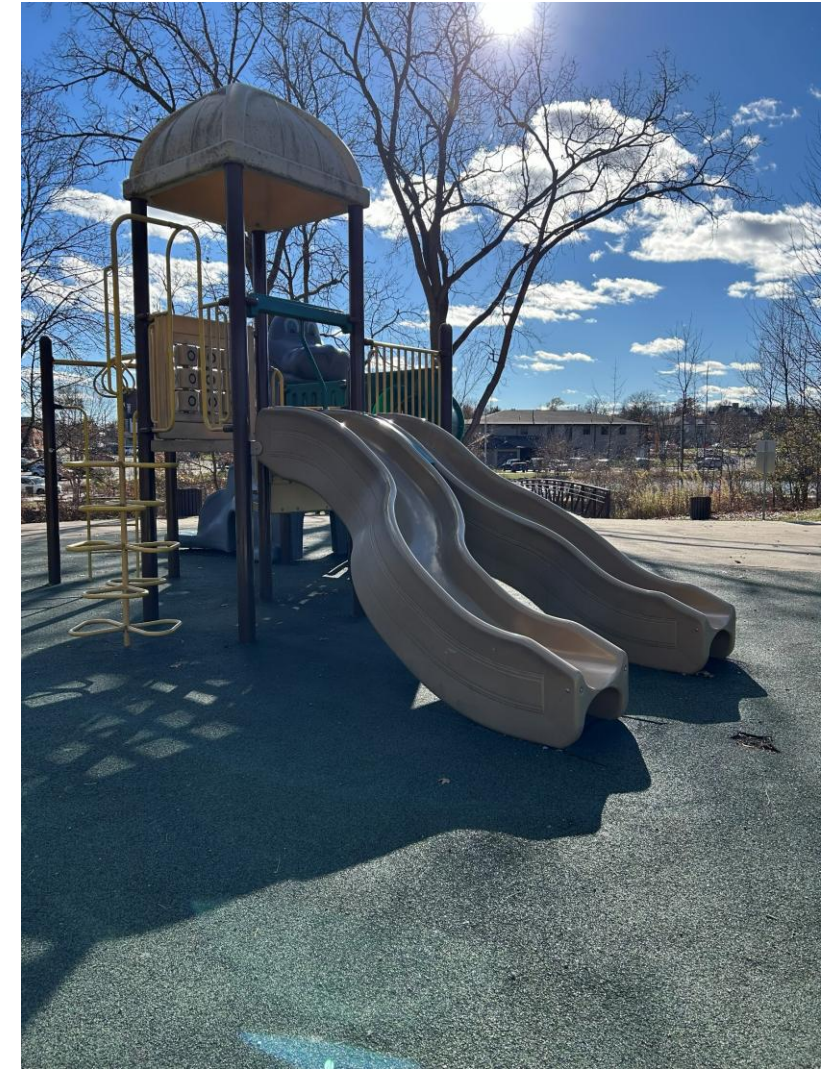
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PROJECT # PEI26A6428A-2
DATE 5/20/2026

ROCHESTER MUNICIPAL PARK 2.2

SW VIEW



STRUCTURE # STA1302
PROJECT # PEI26A6428A-2
DATE 5/20/2026





City of Rochester

400 Sixth Street
Rochester, MI 48307
P: (248) 651-9061
F: (248) 651-2624
www.rochestermi.org

MEMORANDUM

Date: May 26, 2026
To: Mayor Jones and Council Members
From: Jason Warner, Director of Project Management
Nicholas Schaefer, Public Works Director
Jason Dickinson, Streets & Sewer Superintendent
Subject: 2026 Local Road Improvement Program - Accept funding from Oakland County and to spend \$267,017 to pave Letica Drive.

Budget Impacted: \$267,017 GL# 202-451.000-805.057

Issue: Oakland County Board of Commissioners is continuing the Local Road Improvement Program (LRIP) to support cities and villages with road maintenance and improvements.

Analysis: Letica Drive between the Second Street bridge and Parkdale Road. has been identified for this funding opportunity. The improvement strategy includes milling the existing asphalt a depth of 2", recoating with 2" of hot mix asphalt, and striping per existing pavement markings. Titan Pavement quoted the work in conjunction with other planned projects in the city. The total project cost is \$297,035.00 including 10% contingency (\$27,035). Local Road Improvement funding in the amount of \$30,018 and \$267,017 from the FYE27 city budget.

Requested Action: City staff are requesting City Council to approve Titan Pavement to perform this work, to approve receiving funding from Oakland County in the amount of \$30,018 and to spend \$267,017 of city road funding.

Attachment(s): (1) 2026 Program Policy
(2) 2026 Distribution Allocation
(3) Quote
(4) Map

LOCAL ROAD IMPROVEMENT MATCHING FUND PROGRAM**STATEMENT OF PURPOSE**

Oakland County Government recognizes that Michigan law places the primary responsibility for road funding on the State and non-county local units of government. However, the County also recognizes that the law does permit a limited, discretionary role for the County in assisting a road commission and local units within a county by supporting some road maintenance and improvement efforts.

Accordingly, for many years Oakland County has voluntarily provided limited assistance to its cities, villages and townships (CVT's) and to the Road Commission of Oakland County (RCOC) by investing in a discretionary Tri-Party Road Program. Authorized under Michigan law, the County's tri-party funding contributions primarily facilitate safety improvement projects on CVT roads under the jurisdiction of the RCOC. By law, tri-party funds cannot be used to fund projects on roads solely under the jurisdiction of CVT's.

Recognizing a continuing need to better maintain local CVT streets and roads, yet being ever mindful of the County's limited responsibility for and jurisdiction over non-County roads and streets, Oakland County Government is continuing the success of the pilot program launched in 2016 that was more flexible than the current Tri-Party Road Program; one that allowed Oakland County to assist its cities and villages with maintenance and safety projects on non-County roads.

Not being the funding responsibility of County government, local CVT roads generally cannot be maintained or improved using County funds because doing so would be considered to be the "gifting" of County resources. However laudable the purpose, Michigan law generally forbids the gifting of government resources. To avoid application of the constitutionally-based gifting restriction, the state legislature must, and in this arena has, determined that a public benefit results from a taxpayer investment, one that provides a *quid pro quo* sufficient to avoid application of the gifting prohibition. Here, the legislature has determined that the economic development benefit presumed to accrue to a county as a result of local street and road investments can provide a sufficient *quid pro quo* to county taxpayers justifying a discretionary county investment in a non-county road, a benefit that constitutes a fair exchange for value and not a gift.

This legislative determination is set forth in 1985 P.A. 9, which amended 1913 P.A. 380, by adding a new section 2, which in pertinent part provides:

"(1) ...A county may grant or loan funds to a township, village or city located within that county for the purpose of encouraging and assisting businesses to locate and expand within the county...

(2) A loan or grant made under subsection (1) may be used for local public improvements or to encourage and assist businesses in locating or expanding in this state, to preserve jobs in this state, to encourage investment in the communities in this state, or for other public purposes."

Communities that wish to attract, retain and grow business, retain jobs and encourage community investment, needs a safely maintained road infrastructure. This road infrastructure must include both residential and commercial roads as workers and consumers need to get to and from work, shopping, schools and recreation. In a fiscally prudent and limited manner, the County wishes to

help its cities and villages accomplish this through its Local Road Improvement Matching Fund Program, commonly known as the Local Road Improvement Program (LRIP).

Any such program must be mindful of the limits imposed under Public Act 9. One important restriction Public Act 9 imposed on grants or loans made pursuant to Subsection 2 of the Act is the mandate that, "A grant or loan under this Subsection shall not be derived from ad valorem taxes except for ad valorem taxes approved by a vote of the people for economic development." This means that funding for an expanded local road assistance program cannot utilize proceeds from any of Oakland County's ad valorem tax levies since no levy has been approved by voters specifically for economic development.

Given this limitation, it appears that the state statutory revenue sharing appropriated to the County can provide a non-ad valorem source of funds that legally can be used to support the program. Competition for those funds, which are limited in amount, is fierce and their yearly availability is subject to the state legislative process. In the recent past, the State stripped all of those funds away from Michigan counties. Understanding that reality, it shall be the policy of the Oakland County Board of Commissioners that the Board shall not appropriate any County funds for a local road improvement matching fund program for non-County roads in any year where the State of Michigan fails to appropriate statutory revenue sharing funds to Oakland County in an amount sufficient to allow the County to first prudently address its core functions.

Act 9 imposes additional conditions on grants and loans. These include requirements that the loan or grant shall be administered within an established application process for proposals; that any grant or loan shall be made at a public hearing of the county board of commissioners and that the Board shall require a report to the county board of commissioners regarding the activities of the recipient and a report as to the degree to which the recipient has met the stated public purpose of the funding.

Understanding all of the above, the Oakland County Board of Commissioners hereby establishes the following Local Road Improvement Matching Fund Program:

PROGRAM SUMMARY

The Board of Commissioners established a Pilot Local Road Improvement Matching Fund Program through Miscellaneous Resolution #16103 for the purposes of improving economic development in Oakland County cities and villages. The County intends to continue this Program to assist its municipalities by offering limited matching funds for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages.

A city or village participating in the Local Road Improvement Matching Fund Program shall match any fund authorized by the Board of Commissioners in an amount equal to a minimum of 50% of the cost of the total project award. County participation shall be limited to a maximum of 50% of the cost of the total project budget. Funding shall be utilized to supplement and enhance local road maintenance and improvement programs. Funding is not intended to replace existing budgeted local road programs or to replace funding already committed to road improvements.

PROJECT GUIDELINES

Program funding shall be utilized solely for the purposes of road improvements to roads under the jurisdiction of local cities and villages. Road improvements may include, but not be limited to, paving, resurfacing, lane additions or lengthening, bridges, or drainage as such improvements relate to road safety, structure or relieving congestion.

Program funding:

- **May** be utilized to supplement a local government's matched funding for the purposes of receiving additional federal transportation funding;
- **May not** be utilized to fulfill a local government's responsibility to fund improvements to state trunklines;
- **Shall be limited to** real capital improvements to roadways and shall not be utilized for other purposes, such as administrative expenses, personnel, consultants or other similar purposes;
- **Shall not be** utilized for non-motorized improvements, unless these improvements are included in a project plan for major improvements to a motorized roadway;
- **Shall be** utilized for projects that will result in a measurable improvement in the development of the local economy and contribute to business growth. Recipients shall be responsible for providing an outline of the economic benefits of the project prior to approval and for reporting to the Board of Commissioners after the completion of the project on the benefits achieved as a result of the projects.

ADMINISTRATION

Local Road Improvement Matching Fund Program projects may be appropriated by the Board of Commissioners in compliance with the County budget process. The amount of funds to be dedicated for the Program shall be determined by the Board of Commissioners on an annual basis. Program funding may be reduced or eliminated based upon the ability of the County government to meet primary constitutional and statutory duties. The Board of Commissioners expressly reserves the right to adjust the County matching funds share at any time based upon County budget needs.

In accordance with MCL 123.872, funds dedicated to the Local Road Improvement Matching Fund Program shall not be derived from ad valorem tax revenues. Program funding shall be limited to funds derived from the County's distribution from the Michigan General Revenue Sharing Act. Reduction or elimination of the County's distribution of revenue sharing funds may result in the elimination or suspension of the program.

Funding availability shall be distributed based upon a formula updated annually. The formula will consist of:

1. A percentage derived from the number of certified local major street miles in each city and village divided by aggregate total of certified local major street miles of all cities and villages in the County.
2. A percentage derived from the population of each city and village as determined by the last decennial census conducted by the U.S. Census Bureau divided by the aggregate total population of cities and villages in the County.

3. A percentage derived from the three-year rolling total of the number of crashes on city and village major local streets divided by the aggregate three-year rolling crash numbers for all city and village major local streets, using the most recent data available. The crash data will be supplied by the South East Michigan Council of Governments (SEMCOG).

Each city and village's percentage allocation shall be determined by adding each factor percentage and dividing that total by three. The amount of funds available for match shall be determined by the total amount of funds allocated by the Board of Commissioners added to an equal amount representing the match provided by local cities and villages.

The Chairman of the Board of Commissioners shall establish a Special Committee on the Local Road Improvement Program. This Special Committee shall consist of three members, with two members representing the majority caucus and one member representing the minority caucus. It shall be the responsibility of the Special Committee to direct the administration of this program, receive applications for program funding, and make recommendations of acceptance to the Board of Commissioners. The Special Committee may consult with County departments, staff, the South East Michigan Council of Governments (SEMCOG), and the Road Commission for Oakland County in the conduct of its business.

DISBURSEMENT

The Special Committee shall forward recommendations for approval of Local Road Improvement Matching Fund Program projects to the Chairman of the Board of Commissioners. This recommendation shall include a cost participation agreement between the County and participating municipality. Minimally, cost participation agreements shall include: responsibility for administering the project, the project location, purpose, scope, estimated costs including supporting detail, provisions ensuring compliance with project guidelines, as well as disbursement eligibility requirements. The cost participation agreement shall also require the maintenance of supporting documentation to ensure compliance with the following provisions:

1. Any and all supporting documentation for project expenditures reimbursed with appropriated funding shall be maintained a minimum of seven years from the date of final reimbursement for actual expenditures incurred.
2. The Oakland County Auditing Division reserves the right to audit any and all project expenditures reimbursed through the program.
3. The participating community understands and agrees that if it does not expend the entire Cost Participation Award under this Agreement on approved projects, then the remainder will be reimbursed to the County. The amount of any remainder shall be determined upon cancellation or completion of the approved project. Reimbursable funds shall be returned to the County within 90 days of such determination that the project has been cancelled, or the entire award has not been spent upon project completion.
4. In any case where the participating community is required to return money to the County under this Agreement, the participating community agrees that the County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other funds of the participating community that are in the County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by the County shall be deemed a voluntary assignment of that amount by the participating community to the County. The participating

community waives any claims against the County or its officials for any acts related specifically to the County offsetting or retaining such amounts. This paragraph shall not limit the participating community's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Agreement.

5. Nothing in this Section shall operate to limit the County's right to exercise any other legal rights or remedies under this Agreement or at law to secure reimbursement of funds which are due should they not be used by the participating community for the approved projects in the time frame set forth above. If the County pursues any legal action in any court against the participating community to secure repayment of unused funds, the participating community agrees to pay all costs and expenses incurred by the County, including court costs and attorney fees.

Upon receipt of recommendation of project approval from the Special Committee, the County Commissioner or Commissioners representing the area included in the proposed project may introduce a resolution authorizing approval of the project and the release of funds. Resolutions shall be forwarded to the Economic Development and Infrastructure Committee of the Board of Commissioners, who shall review and issue a recommendation to the Board on the adoption of the resolution. A public hearing shall be scheduled before the Board of Commissioners prior to consideration of final approval of the resolution.

The deadline for projects to be submitted for consideration shall be established by the Special Committee. The Special Committee may work with participating municipalities to develop a plan for projects that exceed that municipality's annual allocation amount. This may include a limited plan to rollover that municipality's allocation for a period of years until enough funding availability has accrued to complete the project, subject to funding availability.

Upon completion of project plans and execution of the cost participation agreement by the County and governing authority of the local municipality, the participating municipality shall submit an invoice in accordance with the terms and conditions included in the agreement. The Oakland County Department of Management and Budget Fiscal Services Division shall process payments in accordance with policies and procedures as set forth by the Department of Management and Budget and the Oakland County Treasurer.

In the event an eligible local unit of government chooses not to participate in the Local Road Improvement Matching Fund Program, or an approved project is cancelled, any previously undistributed allocated funding may be reallocated to all participating local units of government at the discretion of the Local Road Improvement Program Special Committee.

At the completion of each project, the participating local government shall provide a report to the Board of Commissioners regarding the activities of the recipient and the degree to which the recipient has met the stated public purpose of the funding as required by MCL 123.872.

**LRIP DISTRIBUTION FORMULA
2026**

City/Village	Cert Major Local		Crash Data 2022-					Max County	Minimum
	Road Miles	Miles %	Population	Pop %	2024	Crash %	Miles+Pop+Crash	Match	Project Cost
Auburn Hills	32.33	4.82%	24,360	3.02%	610	3.21%	3.68%	\$ 75,015	\$ 150,029
Berkley	15.63	2.33%	15,194	1.88%	237	1.25%	1.82%	\$ 37,069	\$ 74,137
Beverly Hills	10.99	1.64%	10,584	1.31%	156	0.82%	1.26%	\$ 25,600	\$ 51,200
Bingham Farms	1.02	0.15%	1,124	0.14%	2	0.01%	0.10%	\$ 2,049	\$ 4,098
Birmingham	21.87	3.26%	21,813	2.70%	954	5.02%	3.66%	\$ 74,574	\$ 149,149
Bloomfield Hills	8.83	1.32%	4,460	0.55%	132	0.69%	0.85%	\$ 17,408	\$ 34,816
Clarkston	1.48	0.22%	928	0.11%	26	0.14%	0.16%	\$ 3,208	\$ 6,416
Clawson	9.62	1.44%	11,389	1.41%	251	1.32%	1.39%	\$ 28,284	\$ 56,569
Farmington	7.36	1.10%	11,597	1.44%	121	0.64%	1.06%	\$ 21,525	\$ 43,049
Farmington Hills	58.36	8.71%	83,986	10.40%	1,697	8.93%	9.35%	\$ 190,335	\$ 380,670
Ferndale	20.99	3.13%	19,190	2.38%	513	2.70%	2.74%	\$ 55,719	\$ 111,437
Franklin	4.34	0.65%	3,139	0.39%	16	0.08%	0.37%	\$ 7,605	\$ 15,210
Hazel Park	17.12	2.55%	14,983	1.86%	524	2.76%	2.39%	\$ 48,657	\$ 97,313
Holly	7	1.04%	5,997	0.74%	89	0.47%	0.75%	\$ 15,310	\$ 30,620
Huntington Woods	6.95	1.04%	6,388	0.79%	34	0.18%	0.67%	\$ 13,622	\$ 27,245
Keego Harbor	1.93	0.29%	2,764	0.34%	7	0.04%	0.22%	\$ 4,528	\$ 9,055
Lake Angelus	0	0.00%	287	0.04%	0	0.00%	0.01%	\$ 241	\$ 482
Lake Orion	2.74	0.41%	2,876	0.36%	74	0.39%	0.38%	\$ 7,837	\$ 15,673
Lathrup Village	7.36	1.10%	4,088	0.51%	250	1.32%	0.97%	\$ 19,824	\$ 39,647
Leonard	2.34	0.35%	377	0.05%	9	0.05%	0.15%	\$ 3,008	\$ 6,017
Madison Heights	21.5	3.21%	28,468	3.52%	988	5.20%	3.98%	\$ 81,008	\$ 162,016
Milford	7.3	1.09%	6,520	0.81%	231	1.22%	1.04%	\$ 21,128	\$ 42,256
Northville	0.8	0.12%	6,119	0.76%	19	0.10%	0.33%	\$ 6,632	\$ 13,264
Novi	39.52	5.90%	66,243	8.20%	917	4.83%	6.31%	\$ 128,468	\$ 256,936
Oak Park	18.35	2.74%	29,560	3.66%	706	3.72%	3.37%	\$ 68,658	\$ 137,315
Orchard Lake Village	1.8	0.27%	2,238	0.28%	44	0.23%	0.26%	\$ 5,276	\$ 10,553
Ortonville	3.21	0.48%	1,376	0.17%	19	0.10%	0.25%	\$ 5,086	\$ 10,173
Oxford	6.01	0.90%	3,492	0.43%	110	0.58%	0.64%	\$ 12,952	\$ 25,905
Pleasant Ridge	3.59	0.54%	2,627	0.33%	50	0.26%	0.37%	\$ 7,630	\$ 15,261
Pontiac	70.21	10.47%	61,606	7.63%	2,413	12.70%	10.27%	\$ 209,114	\$ 418,228
Rochester	8.59	1.28%	13,035	1.61%	290	1.53%	1.47%	\$ 30,018	\$ 60,037
Rochester Hills	38.61	5.76%	76,300	9.45%	811	4.27%	6.49%	\$ 132,211	\$ 264,422
Royal Oak	63.96	9.54%	58,211	7.21%	2,615	13.77%	10.17%	\$ 207,150	\$ 414,300
South Lyon	4.43	0.66%	11,746	1.45%	42	0.22%	0.78%	\$ 15,859	\$ 31,719
Southfield	64.71	9.65%	76,618	9.49%	1,787	9.41%	9.52%	\$ 193,790	\$ 387,579
Sylvan Lake	2.58	0.38%	1,723	0.21%	7	0.04%	0.21%	\$ 4,311	\$ 8,622
Troy	57.34	8.55%	87,294	10.81%	1,762	9.28%	9.55%	\$ 194,405	\$ 388,810
Walled Lake	5.34	0.80%	7,250	0.90%	105	0.55%	0.75%	\$ 15,254	\$ 30,507
Wixom	10.49	1.56%	17,193	2.13%	352	1.85%	1.85%	\$ 37,653	\$ 75,306
Wolverine Lake	3.69	0.55%	4,544	0.56%	25	0.13%	0.41%	\$ 8,449	\$ 16,899
TOTAL	670.29	100.00%	807,687	100.00%	18,995	100.00%	100.00%	\$ 2,036,471	\$ 4,072,942

Pavement Proposal

City Of Rochester

Jason Dickinson

Project:

Leticia Mill and Overlay - Elizabeth to Trail Parking

Leticia

Rochester, Michigan 48307



Jon Bazner
Account Executive

Service Provider Information

Company Info



Titan Pavement
P.O. Box 300756
Waterford, MI 48330

P: 248-623-5043
F: 248-623-9033

<http://titanpavement.com>

Contact Person

Jon Bazner
Account Executive
jbazner@titanpavement.com
Cell: 248-520-4322
Office 248-623-5043

About Us

Your Premier Asphalt and Concrete Experts

At Titan Pavement, we excel in delivering top-notch solutions for all your asphalt and concrete needs. Whether you're seeking pristine new pavement installations or refurbishing existing surfaces, we've got you covered. Our specialized expertise spans both asphalt and concrete, making us your go-to partner for durable and impeccable pavement solutions.

New Asphalt Paving: Our skilled team is equipped to lay the foundation for fresh asphalt surfaces that stand the test of time. From driveways to parking lots and roadways, we ensure precision and quality in every project. Count on Titan Pavement for superior new asphalt pavement.

Concrete Expertise: When it comes to concrete, we bring the same level of commitment and expertise. From sidewalks to foundations and beyond, our concrete solutions are built to last. Titan Pavement is your trusted choice.

Quality Assurance: We pride ourselves on using the finest materials and maintaining the highest standards of workmanship. Our fully licensed, bonded, and insured team is dedicated to ensuring your project is done right from the outset.

Choose Titan Pavement for your asphalt and concrete needs, and experience the difference of reliable, long-lasting pavement solutions.

Proposal: Leticia Mill and Overlay - Elizabeth to Trail Parking



Asphalt Milling & Paving

1. The area under consideration comprises approx. 37,017 square feet.
2. Our firm will mill your pavement to the depth of 2 Inches.
3. If soft spots exist undercuts will be required to stabilize base prior to paving. A change order will be submitted to excavate failed base material and install crushed stone. Undercuts will be billed at \$60/ton and crushed stone installed and billed at \$35/ton
4. Millings and debris will be removed from job site area and hauled to proper recycling center. Work area will then be swept and blown clean.
5. We will apply SS-1H asphalt bonding adhesive.
6. Then we will install 2 inches of compacted 5E surface asphalt
7. All areas will be barricaded during and after the repair process.

Total Price: \$81,095.00

Line Striping

1. Our firm will stripe the roadway as per the existing layout using Sherwin Williams Set Fast and/or Hot Line product. (Double Coat)
2. **Includes** all existing arrows, stop bars & lane lines

Total Price: \$1,450.00

Standard Exclusions

1. No allowances included for permits, inspections, bonds, engineering, material testing, fees, traffic control, signage, lane closures, multiple mobilizations, prevailing wage, subgrade work unless otherwise specified within this contract prior to commencement of work. We are not responsible for any damage caused to private unmarked utilities including sprinkler lines and heads.

Asphalt Milling & Paving - Second Street Bridge to Parkdale

Optional Service

1. The area under consideration comprises approx. 143,017 square feet.
2. Our firm will mill your pavement to the depth of 2 Inches.
3. If soft spots exist undercuts will be required to stabilize base prior to paving. A change order will be submitted to excavate failed base material and install crushed stone. Undercuts will be billed at \$60/ton and crushed stone installed and billed at \$35/ton
4. Millings and debris will be removed from job site area and hauled to proper recycling center. Work area will then be swept and blown clean.
5. We will apply SS-1H asphalt bonding adhesive.
6. Then we will install 2 inches of compacted 5E surface asphalt
7. All areas will be barricaded during and after the repair process.

Total Price: \$263,152.00

Proposal: Leticia Mill and Overlay - Elizabeth to Trail Parking



Line Striping - 2nd Street Bridge to Parkdale

Optional Service

1. Our firm will stripe the roadway as per the existing layout using Sherwin Williams Set Fast and/or Hot Line product. (Double Coat)
2. **Includes** all existing arrows, stop bars & lane lines

Total Price: \$6,880.00

Price Breakdown: Leticia Mill and Overlay - Elizabeth to Trail Parking



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on May 20, 2026.

Item	Description	Cost
1.	Asphalt Milling & Paving	\$81,095.00
2.	Line Striping	\$1,450.00
Total:		\$82,545.00

Optional Services:

Item	Description	Cost
1.	Asphalt Milling & Paving - Second Street Bridge to Parkdale	\$263,152.00
2.	Line Striping - 2nd Street Bridge to Parkdale	\$6,880.00

Authorization to Proceed & Contract

Price is based on current market price for materials. If pricing does change it will be addressed through a change order prior to start of work.

The 50% deposit must be received within 30 days of acceptance of proposal.

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in this proposal/contract it must be in a new contract or in a change order.

Please see all attachments for special conditions that may pertain to aspects of this project.

Proposal: Leticia Mill and Overlay - Elizabeth to Trail Parking



Acceptance

We agree to pay the total sum or balance in full 7 days after the completion of work.

A 50% deposit required for any work over \$1,000. Full balance due within 7 days of completion of work. Prices are subject to change after 30 days. A finance charge of 1-1/2% per month will be added to all past due accounts; an annum of 18%. Payment is due in full upon completion or upon invoicing of completed work.

Deposit can be mailed to:

PO. Box 300756, Waterford, MI 48329

CREDIT CARD PAYMENTS ARE SUBJECT TO A 4% SURCHARGE.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Date: _____

Jason Dickinson | Dpw Superintendent
City Of Rochester
1141 Wilcox St
Rochester, Michigan 48307
jdickinson@rochestermi.org
C: 248-379-8806
O: 248-651-5165

Jon Bazner | Account Executive
Titan Pavement
P.O. Box 300756
Waterford, MI 48330
E: jbazner@titanpavement.com
C: 248-520-4322
P: 248-623-5043
F: 248-623-9033
<http://titanpavement.com>

Warranty & Conditions

1. **1. Formation.** If Customer does not deliver to Contractor an executed Proposal within 30 days, Contractor may reject this Proposal/Contract.
2. **2. Warranty.** Contractor warrants that all work will be performed in a workmanlike manner and that all material will be as specified. The parties agree that this express warranty is Customer's sole and exclusive right to recover against Contractor for the work, and any other claims in any way concerning the work are hereby waived, whether in contract, tort, or otherwise. Any claim for breach of warranty must be filed within one year of substantial completion of the work. However, as a condition precedent to filing any claim against Contractor, Customer must provide Contractor with a reasonable opportunity to cure.
3. **3. Permits.** Customer is responsible for any necessary permit fees. Titan charges an administration fee for processing and managing permits.
4. **4. Escalation.** This Contract is based on current material and equipment prices. Customer is responsible for cost increases to material and equipment (e.g., inflation and supply-chain issues).
5. **5. Quantities.** The price in this Contract is based on estimated quantities. Unless stated otherwise in this Contract, Customer is responsible for increased costs if actual quantities are greater than estimated quantities.
6. **6. Customer Responsibilities.** Customer shall establish and designate property lines, provide Contractor with all information in its possession or control material to the work, and shall make the site reasonably available for work to be performed within a reasonable time. Customer is responsible for any errors or failures, including costs for extra or changes to the work, costs for work not timely performed, damages for trespass on other property, and defense and indemnity (including attorney fees) for alleged trespass or damage to third parties.
7. **7. Equitable Adjustments.** Contractor shall be entitled to an equitable adjustment to the contract price for any extra work, changes to the work, differing site or subsurface conditions from anticipated conditions, or changes to the time to perform the work.
8. **8. Exclusions.** Costs for permits, bonds, stakeouts, cut sheets, layout engineering, testing, and other services or work not expressly identified in this Contract are excluded.
9. **9. Work Hours.** The price in this Contract is based on work during normal business hours from Monday through Friday, and excludes weekends unless stated otherwise in this Contract. Contractor shall be entitled to an equitable adjustment to the price if work is performed outside of normal business hours, including weekend work.
10. **10. Representations.** Customer represents and warrants that the existing surface will support the weight of all required construction equipment. Contractor shall not be responsible for damages to concrete, asphalt, or subsurface conditions due to the weight of trucks or equipment.
11. **11. Payments.** Customer shall be responsible for any and all costs and attorney fees incurred by Contractor to recover late payment from Customer.
12. **12. Liability.** Contractor's total liability to Customer for any claims, losses, or damages arising from or in any way relating to work concerning this Contract shall be limited to the greater of \$25,000.00 or the amount of the fee actually paid by Customer to Contractor.
13. **13. Force Majeure.** Contractor shall be excused from further performance due to any force majeure event or other conditions beyond Contractor's reasonable control which impact the work, including extreme weather, pandemic or epidemic, war, terrorism, supply-chain issues, new laws, or fire.
14. **14. Integration.** This Contract consisting of all documents included in Contractor's Proposal constitutes the parties' complete and final agreement, and supersedes any prior understandings, agreements, or representations.
15. **15. Concrete.** Applying fertilizers containing various chemicals and rock salt to concrete is not recommended as it can lead to various long-term issues with the concrete's strength, appearance, and durability. It's essential to follow proper curing practices and avoid introducing harmful substances like these during this critical phase of the concrete process.
16. **16. Termination.**
 - A. **By Contractor.** If Customer fails to make due to Contractor, the Contractor may, upon seven days' notice to Customer, terminate the Contract and recover from Customer for work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages ("Termination Amount"). Customer and Contractor agree that the Termination Amount will be calculated as the greater of (i) 20% of the total contract price plus the actual costs and actual attorney fees accrued to collect such amount will be the Termination Amount and (ii) the actual costs in excess of such amount described in (i).
 - B. **By Customer for Convenience.** Customer may terminate the Contract for the Customer's convenience and without cause. Upon such termination for convenience, Contractor may recover the Termination Amount from Customer. Customer and Contractor agree that the Termination Amount will be calculated as the greater of (i) 20% of the total contract price plus the actual costs and actual attorney fees accrued to collect such amount will be the Termination Amount and (ii) the actual costs in excess of such amount described in (i).

Customer Responsibilities & Clarifications

1. FOR PAVING AND SEALCOATING:

Coordination: Customer must notify other contractors (e.g., landscapers, garbage companies) of our work to avoid interference.

Rain: Work will likely be rescheduled as soon as possible if it is raining the day of scheduled service. If it rains shortly after installation, please contact our office. In the event of unexpected storms, we will touch up areas where sealer has not bonded.

Sprinklers: Surface must be dry for our work. Turn off sprinklers and avoid lawn cutting 24 hours before and 48 hours after service.

Barricades: No vehicle traffic for up to 48 hours. Even though surface appears dry in 2-6 hours, traffic can ruin the work. Customer is responsible after we leave to maintain barricades. Customer is responsible to ensure all vehicles are removed by 7:15 am on date of work, unless otherwise agreed. Vehicles must be out of garages and parked 20' from asphalt to allow our work and limit accidents. We are not responsible for damage to vehicles left in the work area.

Driving on Surface: Avoid turning wheels when driving on surface unless vehicle is moving, as this can result in scuffing and turn marks; however, in time, they may blend in with surrounding surface.

Cold Weather Conditions: Work is subject to winter conditions (? 50 degrees). Roller and asphalt marks may be visible due to cold temperatures, and sealcoating and striping are not guaranteed. Customer must sign Cold Weather Waiver before work can begin.

FOR PAVING:

Unforeseen Conditions: If depths go deeper than anticipated due to unforeseeable conditions during excavation, a change order may be necessary. If Customer or its agent insist on paving without authorizing corrective action after being made aware of sub-base or base coarse conditions, we will not be responsible for pavement failures.

Water Drainage: We will make water reasonably drain based on site conditions. However, we make no guarantee or representation of drainage. Standing water of 3-5% is considered acceptable when water diminishes within a 24-hour period.

Sub Grades: No material shall be placed on wet, unstable, or frozen subgrade. A suitable subgrade is a condition precedent to the work and is Customer's responsibility.

Minimum Grade: We may refuse to pave unless minimum grades of 1% are possible for surface drainage. If work is performed with < 1% grade, water ponding may occur and we are not responsible for surface drainage. Depressions over 3/4" can be filled.

Landscape: We are not responsible for restoration of landscape, trees, or greenbelt areas due to our work, or for damage to decorative landscape items, plants, brick pavers, trees, etc. that are near or surrounding the work area.

Hidden Objects: We will not be responsible for removing hidden objects encountered during our work, nor costs associated with the same (e.g., sprinkler lines, private electrical lines, any utilities, etc.).

Underground Conditions: Customer is responsible to identify all underground conditions (e.g., sewer, water, gas, cable, electrical) we might encounter. Such conditions must be identified in this Proposal. If we encounter unexpected conditions, extra costs shall be borne by Customer. We are not responsible for unusual or differing soil conditions (e.g., contaminated or hazardous) encountered that are not identified in the Proposal. We assume no responsibility for excavation, removal, or disposal of such soils.

Reproduction of Cracks: When resurfacing existing pavement, we are not responsible for reproduction of cracks ("reflective cracking"), ponding, drainage issues, or poor-quality transitions which may occur when resurfacing.

FOR SEALCOATING:

Driveway Chalk & Wet Mud Spots: Customer shall hose off driveway chalk or wet mud spots 1 day prior to service. In the event that these materials are on the driveway, we may have to reschedule your service and charge you a trip charge.

Lawn Fertilization: Lawn fertilizer must not be installed seven days before or after service.

Pavement Sealer: Asphalt will take a minimum of 30 days to fully cure, and is sensitive during this time to animal droppings, tree droppings, water stains, ponding water, and tire markings. This is normal and should fade over time. Areas of shade will take longer to dry and cure than areas in direct sunlight.

Existing Splashing: If surrounding areas have splashing or drip areas of sealer, we are not responsible for removal.

Residue: Parking lots with underwater issues or large sections of cracks (alligator /spider-web cracking) may result in a white or brown residue. This condition is caused by limestone or other minerals drawn to the surface, appearing white or brown when dried. Since the surface is a dark black, this will be evident for a period of time; however, they will fade and eventually disappear.

Overspray:

Proposal: Leticia Mill and Overlay - Elizabeth to Trail Parking



A small drift spray of sealer is normal where grass meets pavement, but will disappear generally after the next mowing.

Weeds: We have proposed work based on conditions at the time of the assessment. If you decide to proceed with proposed work at a later date (e.g., >30 days after assessment), there may be additional costs for excessive weeds.

For Snow Removal & De-icing:

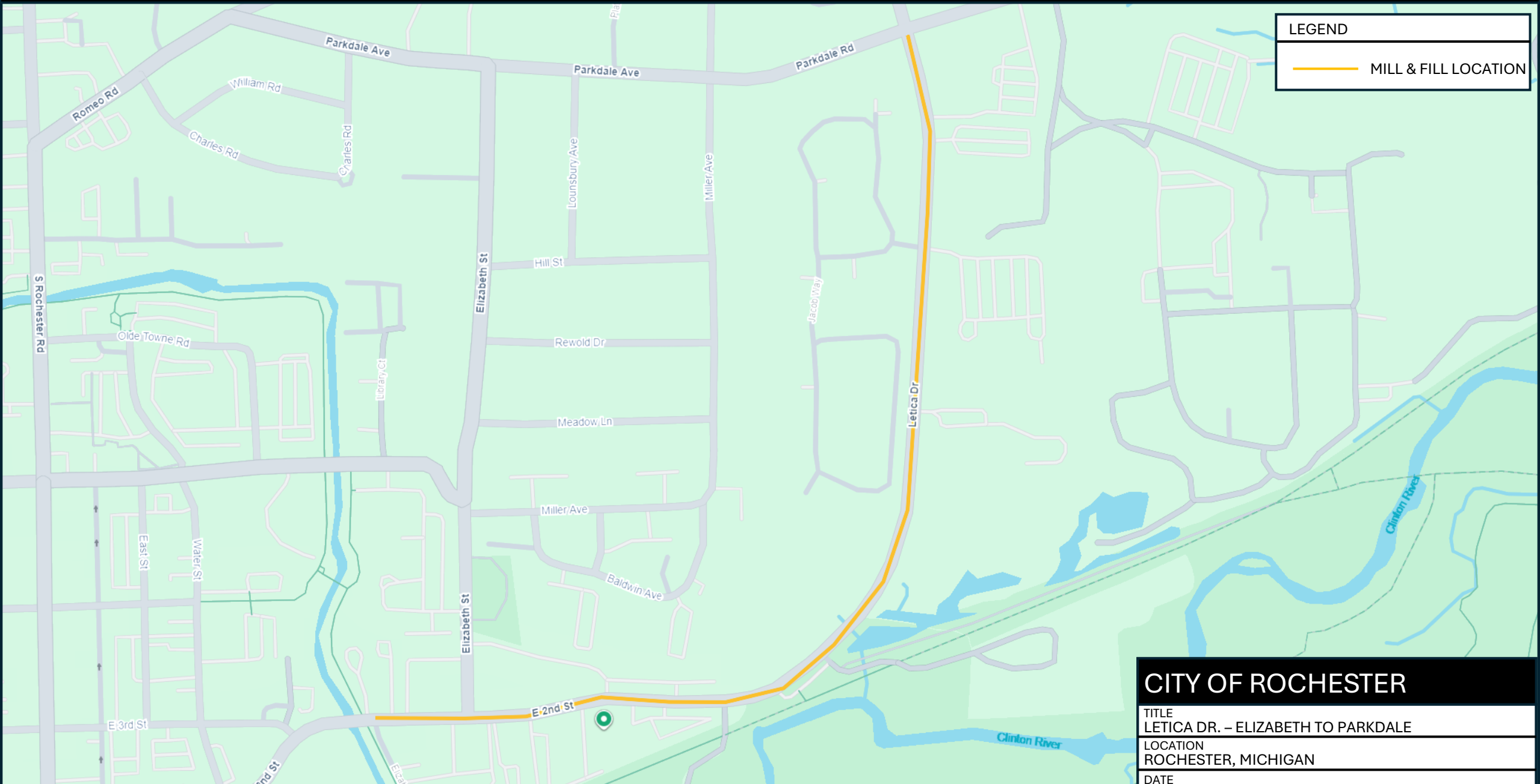
Scope: The description of snow services on the enclosed proposal are based on normal snow events within your region.

Special Conditions: In the event of salt rationing, shortage, or supply-chain issues, new pricing and delivery guidelines will be established. Blizzards (including disaster category) may require additional costs and services.

Monthly Minimum Fee: A minimum monthly, readiness fee may be identified in the Proposal for the months of Nov-Mar.

Heavy Ice: We may utilize heavy hand tools and extra salting due to blizzards or ice storms, resulting in additional costs.

2026 LOCAL ROAD IMPROVEMENT PROGRAM



LEGEND

— MILL & FILL LOCATION

CITY OF ROCHESTER

TITLE
LETICA DR. – ELIZABETH TO PARKDALE

LOCATION
ROCHESTER, MICHIGAN

DATE
5/21/26

NOT TO SCALE



City of Rochester

Scott Demoff
Fire Chief
Sdemoff@rochestermi.org

277 E. Second Street
Rochester, MI 48307
P: (248) 651-4470
F: (248) 651-4554
www.rochestermi.org

To: Honorable City Council Members

From: Fire Chief Scott Demoff

Date: 05/18/2026

Subject: Request for Approval – Purchase of a Sutphen 100' Ladder truck

I am requesting City Council approval for the purchase of a **Sutphen 100' Ladder Truck** for the Rochester Fire Department in the amount of 2,358,725.

The Rochester Fire Department respectfully requests City Council consideration and approval for the purchase of a Sutphen 100-foot Ladder Truck to enhance the department's emergency response capabilities and ensure continued protection for the City of Rochester community. This truck will be available in October of 2026, reducing our wait time from the normal 36-48 months.

The proposed apparatus would replace the department's current 2000 ladder truck, which has reached the end of its recommended service life. As the vehicle continues to age, maintenance and repair costs have steadily increased, resulting in greater downtime, reduced reliability, and increasing challenges in obtaining replacement parts. Replacing the existing ladder truck now will improve operational readiness and reduce long-term maintenance expenses while ensuring the department maintains dependable frontline emergency response capabilities.

The need for a modern aerial apparatus is also driven by several important operational and community factors. Rochester's historic downtown district contains numerous multi-story commercial buildings constructed with legacy building materials and limited fire separations. These structures present unique firefighting challenges, including restricted access, concealed void spaces, and increased risk for rapid fire spread. A 100-foot ladder truck would significantly improve firefighter access, ventilation operations, elevated master stream capabilities, and rescue operations in these structures.

In addition, the city continues to experience residential growth consisting of larger single-family homes and developments with increased square footage, complex rooflines, and higher roof peaks. These larger residential structures require enhanced aerial access and elevated firefighting capabilities that a modern ladder truck provides. The increased size and construction complexity of today's homes also contribute to greater fire loads and more demanding rescue operations.

A Sutphen 100-foot Ladder Truck would provide the Rochester Fire Department with the ability to:

- Improve firefighter and civilian safety during emergency operations
- Enhance rescue capabilities for upper-floor occupants
- Provide elevated water streams for defensive fire operations
- Improve roof access and ventilation capabilities
- Better serve large commercial, residential, and mixed-use structures
- Support mutual aid responses throughout the region

In addition to operational needs, replacing or upgrading critical fire apparatus helps maintain reliability, reduce maintenance costs, and ensure compliance with current safety standards and national firefighting best practices.

The Rochester Fire Department remains committed to providing the highest level of fire protection and emergency services to our residents, businesses, and visitors. The acquisition of a Sutphen 100-foot Ladder Truck represents a critical investment in public safety, firefighter safety, and the long-term protection of our community.

Thank you for your consideration and continued support of the Rochester Fire Department.

The existing Ladder will be sold through an appropriate process, with proceeds returned to the City of Rochester to reduce the net cost of this purchase.

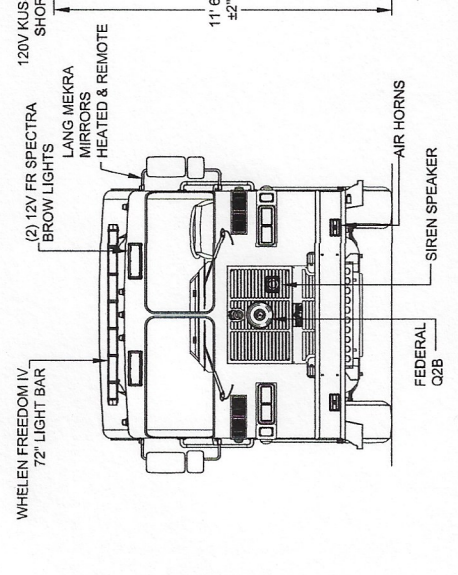
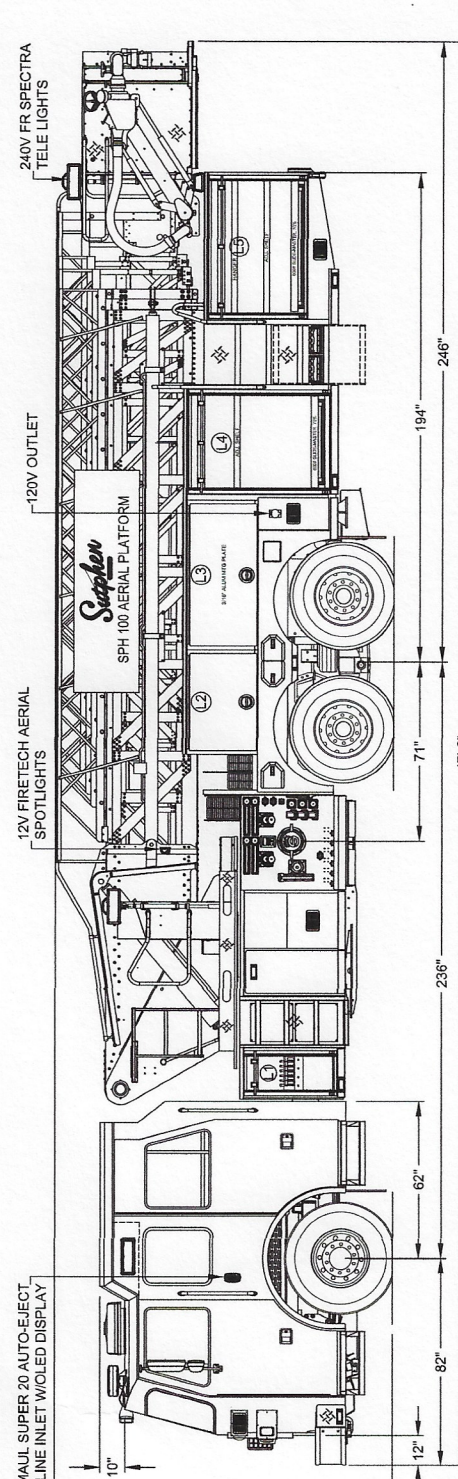
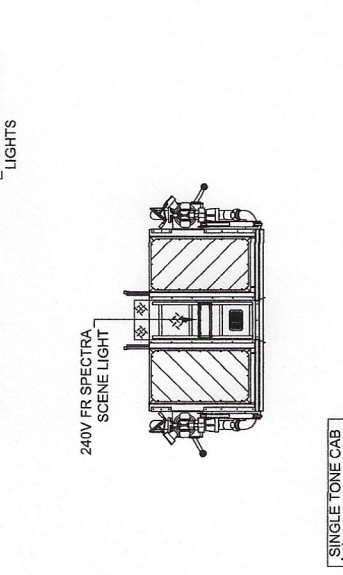
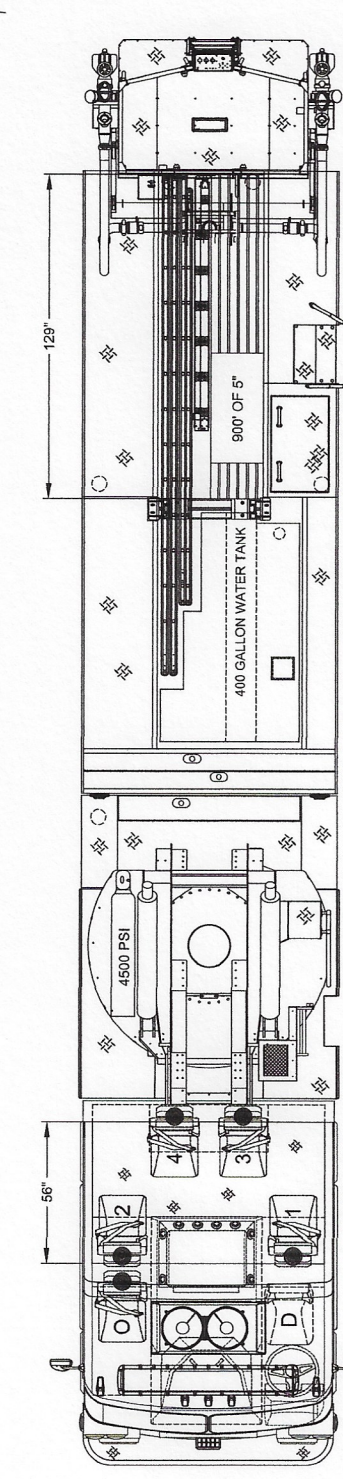
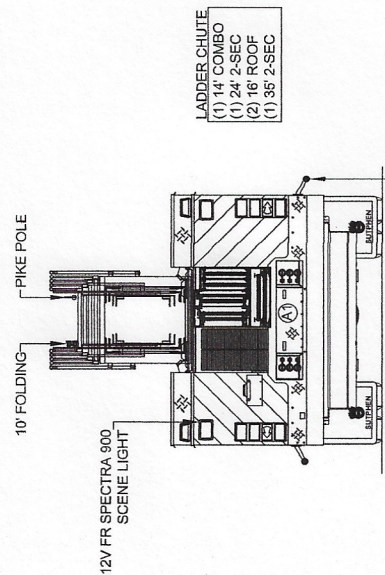
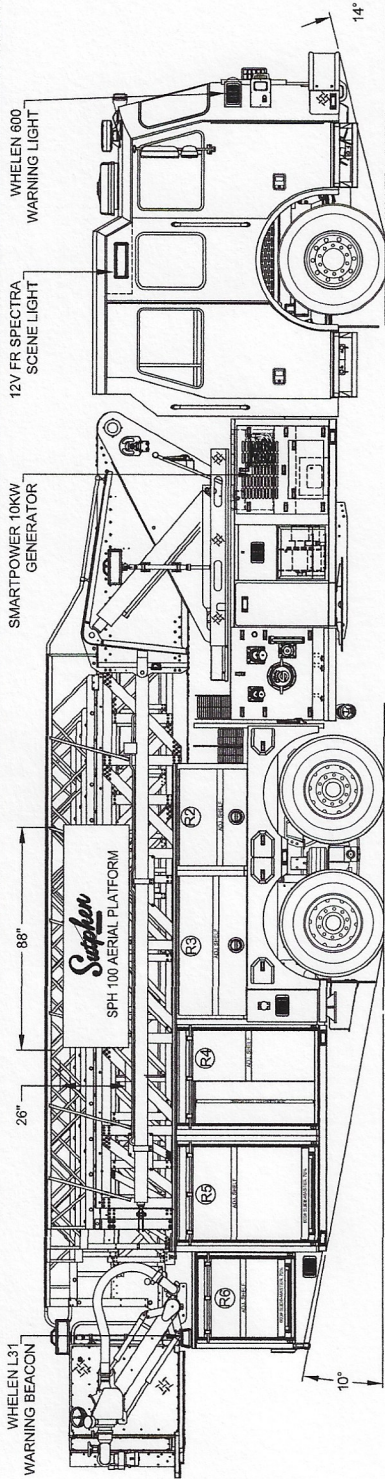
This approach reflects a fiscally responsible and forward-looking method of fleet management, balancing operational needs with sound financial stewardship.

I respectfully request Council's consideration and approval of this purchase.

Please feel free to contact me with any questions or if additional information is needed.

Respectfully,

Scott Demoff
Fire Chief
Rochester Fire Department
sdemoff@rochestermi.org



DOOR OPENINGS		COMPARTMENT DIMENSIONS		DOOR OPENINGS		COMPARTMENT DIMENSIONS	
COMPT.	HEIGHT	WIDTH	DEPTH	COMPT.	HEIGHT	WIDTH	DEPTH
L1	31 1/2	13 1/8	12 1/8	A1	9 1/8	24 1/2	68
L2	27 1/2	41 1/2	12 1/8	A2	9 7/8	26	68
L3	23	50 1/4	12 1/8	TOTAL COMPARTMENT VOLUME - 283.49 CU FT.			
L4	48 1/2	38 3/4	26 1/2				
L5	40 1/2	15 1/8	26 1/2				
L6	32 1/8	30 7/8	40 1/8				

DOOR OPENINGS		COMPARTMENT DIMENSIONS		DOOR OPENINGS		COMPARTMENT DIMENSIONS	
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L5	40 1/2	15 1/8	26 1/2				
L6	32 1/8	30 7/8	40 1/8				

CUSTOMER APPROVAL

NAME: _____

TITLE: _____

DATE: _____

IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.

DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.

SUTPHEN
 DEMO 630
 DUBLIN, OH
 SPH100 AERIAL PLATFORM
 HS-8339

DRAWN BY: R. MILLER
 DATE: 11/06/2025
 MFG FACILITY: DUBLIN, OH

REV. 8
 REV. 4
 REV. 1

DESCRIPTION: REV. 8 SHOP ORDER RELEASE
 REV. 4 REV. 4 SHOP ORDER RELEASE
 REV. 1

THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF SUTPHEN CORPORATION.

DATE: 7/10/2025

DATE: 11/06/2025

DATE: 05/29/24

DATE: 05/29/24

DATE: 05/29/24

ROCHESTER POLICE DEPARTMENT

400 SIXTH STREET
ROCHESTER, MICHIGAN 48307
PHONE (248) 651-9621
FAX (248) 651-3607
<http://www.rochestermi.org>

GEORGE T. ROUHIB JR.
CHIEF OF POLICE

MEMORANDUM

Date: May 15, 2026
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police
Subject: Transfer Class C and SDM Liquor Licenses

Issue:

Request council to schedule a public hearing for a liquor license transfer.

Analysis:

AYFN Hospitality LLC (Sole Member-Katie Wihelm) has submitted a Liquor License Application to transfer the existing Class C and SDM Liquor Licenses and associated permits from MDM Hospitality LLC (Mark Mendola-D'Marco's) to AYFN Hospitality LLC.

Pursuant to City of Rochester Ordinance Sec. 4-14, *Application and Hearing Procedures, subsection (3)*, a **public hearing** before City Council is required for transfers of ownership involving an existing liquor license within the city.

Recommendations: Schedule a public hearing on this matter.

Attachment(s): Liquor License Application-Copy of Section 4-14-City Ordinance.



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN
CANDACE M. BECKER
JESSICA A. HALLMARK
JOHN W. KUMMER
GREGORY K. NEED
G. HANS RENTROP
CHRISTOPHER J. TOWER

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Bloomfield Hills, Michigan 48304
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OF COUNSEL:
PHILLIP G. ADKISON
KEVIN M. CHUDLER
JENNIFER H. ELOWSKY
GARY R. RENTROP

May 14, 2026

Via Electronic Mail

Mr. Nik Banda
City Manager
400 Sixth Street
Rochester, Michigan 48307
nbanda@rochestermi.org

Re: AYFN Hospitality, LLC's Request for Approval of Transfer of Existing Class C Liquor License with SDM License and Sunday Sales Permits to be Located at 401 South Main Street, Rochester, Michigan

Dear Mr. Banda:

We represent AYFN Hospitality, LLC ("AYFN"), which proposes to do business as D'Marcos ("D'Marcos") and Backdoor Taco & Tequila Bar ("Backdoor") at 401 South Main Street in Rochester, Michigan (the "Premises").

APPLICANT AND CONCEPT

The sole member of AYFN is Katie Wilhelm. Ms. Wilhelm currently owns and operates The Roxy in the City of Rochester, which opened in 2023 and has been a well-received addition to the city. Mrs. Wilhelm also owns and operates The Oakland Kitchen and Bar in Oakland Township which was opened in 2021. Her husband, Glenn Wilhelm, owns and operates Younger's Irish Tavern in Romeo and has extensive experience in the restaurant industry.

AYFN proposes to acquire and continue the operation of the existing restaurant concepts at the Premises, D'Marcos and Backdoor. These establishments have been successfully operated at this location for several years and are well known within the community.

AYFN does not intend to make significant changes to the existing operations. The concepts will continue to operate in substantially the same manner, with a continued emphasis on food service, quality management, and compliance with all applicable laws and regulations.

LIQUOR LICENSE

This request is for approval of the transfer of existing Class C and SDM liquor licenses, along with associated permits. This is not a request for a new quota license, nor will it increase the number of liquor licenses within the City.

REVIEW PROCESS

The City's review of this application is governed by Chapter 4, Article II of the City of Rochester Ordinance. As part of this process, AYFN has submitted a detailed response to the Ordinance Review Factors, which outlines the basis for approval of this transfer. We understand that this application will be set for a public hearing per the City's Ordinance.

As reflected in those materials, this application represents the continuation of an existing, compliant, and well-established restaurant operation at the Premises, under the direction of an experienced local operator with a demonstrated record of responsible ownership within the City.

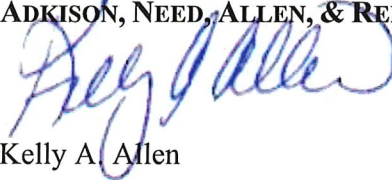
Enclosed for your review are the following:

- City of Rochester Liquor License Application for AYFN Hospitality LLC; and
- Ordinance Review Factors.

If you have any questions or need any further information, please do not hesitate to contact my office.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

CJT/kjp
Enclosures

CITY OF ROCHESTER



LIQUOR LICENSE APPLICATION

Pursuant to City of Rochester Liquor License Control Ordinance section 4-11, et seq., adopted January 14, 2008, each applicant for a new liquor license, a transfer into the City of a new liquor license, a transfer of ownership of an existing liquor license within the City of Rochester, and, any revision of an existing liquor license, a proposed significant deviation and/or physical alteration of a licensed establishment's existing operation, or any relocation of an existing liquor licensed establishment within the City of Rochester, shall make an application to the City as shall provide the following information:

Date: _____

_____ New Class C License

X _____ Transfer Class C License

_____ Dance Permit

_____ Entertainment Permit

_____ Dance Entertainment Permit

_____ Other (please explain): _____

Application & Investigation Fee
of \$750.00 payable to
the City of Rochester
must accompany
this completed Application

Applicant's Name: AYFN Hospitality LLC (Sole Member, Katie Wilhelm)

Address/City/State: 401 S Main St. Rochester, MI 48307-2036

Phone number(s): 248-830-0929

Birth Date/Place of Birth: 4/6/1969

Citizenship: United States Citizen

If naturalized, year and place: n/a

IF APPLICANT IS PARTNERSHIP, PLEASE COMPLETE THE FOLLOWING:

Partner's name: n/a

Address/City/State: n/a

Phone number(s): n/a

Birth Date/Place of Birth: n/a

Partner's Citizenship: n/a

If naturalized, year and place: n/a

Managing Partner's name: n/a

Address/City/State: n/a

Phone number(s): n/a

Birth Date/Place of Birth: n/a

IF A CORPORATION OR LIMITED LIABILITY COMPANY PLEASE COMPLETE THE FOLLOWING:

Names and addresses, including city and state, and dates of birth of all officers, directors or members, and, as to members of a limited liability company, please indicate which member or members is/are the managing member or members:

1. Sole Member - Katie Wilhelm, 1780 Dutton Rd., Rochester Hills, MI 48306
- 2.
- 3.
- 4.
- 5.

(If additional space is needed, please indicate the same by reference to an attachment to this application providing supplemental information).

Address of location of proposed licensed premises: 401 S Main St. Rochester, MI 48307-2036

Does Applicant presently own the business premises?: No.

If not, provide the name, address and telephone number of the owner of the business premises: MDM HOSPITALITY, LLC (Mark Mendola) - (248) 759-4951

If the applicant does not own the business premises, describe the nature of applicant's interest in the business premises, i.e. does applicant have a lease, option to purchase or current pending agreement to purchase the business premises: The applicant will lease the premises.

Legal description of the proposed business premises real property: Attached.

Provide tax parcel identification number: 68-15-15-228-020

Length of time business has been in operation, if applicable: 9 years - since 2018

Has applicant or any of the partners, officers, directors or members, as applicable, ever been convicted of a felony?: No.

If the answer to the above question is yes, explain: N/a

Has applicant previously applied for a liquor license? Yes.

If the answer to the above is yes, please indicate the year previously requested, the location of such business and whether or not the license was granted or denied, and, if the license was denied please provide explanation of the reasons for the denial:

Katie Wilhelm, sole member of the applicant, is the sole member of LOGEC Hospitality, LLC, the owner of The Roxy has been licensed in Rochester since 2023. They applied for and were granted a quota license

Has the applicant, or any of the officers, directors, partners or members, as applicable, ever been convicted of a violation of federal or state law concerning the manufacture, possession or sale of alcoholic beverages?: No.

If the answer to the above question is yes, please provide details of individuals responsible, the nature of the offense and the date(s) of any such convictions: n/a

Does the applicant have a current business?: Yes.

If the answer to the above question is yes, please provide the name, address and telephone number of such current business:

THE ROXY - 401 & 415 Walnut Blvd Rochester, MI 48307-1946 - (248) 453-5285

What is the length of time applicant's current business has been in operation?: 3 years.

What is the nature of the applicant's current business, including whether or not the applicant holds any current liquor licenses in the operation of this current business, and describing all other goods and/or services provided by applicant's current business:

The applicant's current business, The Roxy, holds a liquor license. They have not received any violations. They have also passed a controlled buy operation conducted by the City of Rochester Police on 2/7/2023. The Roxy is a premier live entertainment and event venue located in the heart of downtown Rochester. The Roxy offers a one-of-a-kind setting for concerts, private events, and social gatherings.

As to the above-described business, if applicable, list a complete history of any liquor license violations by applicant occurring within the last ten (10) years: _____

n/a

If applicable, list a complete history of any liquor license violations, license non-renewal and/or license revocation by any corporation, partnership, limited liability company, or other business entity owned and operated by applicant that have occurred within the last ten (10) years: n/a

PROPOSED LIQUOR LICENSED ESTABLISHMENT:

Please attach a detailed site plan of the proposed project, which shall include the site location, exterior building elevations and floor plan for the project.

Regarding the proposed liquor establishment, please provide the following information:

Size of site: 6900 square feet

Size (square footage) of building: 6900 square feet

Size (square footage) of kitchen: 1,513 square feet

Seating capacity: 201 patrons

Size (square footage) of dance floor, if any: 100 square feet when in use

Percentage of floor area for dining: 42%

Percentage of floor area for
bar: _____

Present zoning classification: Central Business District

Required zoning: Central Business District

Are applicant and the establishment in compliance with all local building, zoning, fire, sanitation, health laws, and other applicable city codes and ordinances: Yes.

Detail a complete history of any and all local building, zoning, fire, sanitation, health laws, and other city code and ordinance violations which either the property owner, applicant or applicant's officers, directors, partners and/or members have been found guilty of within the last ten (10) years: None to our knowledge. Applicant and property owner are working with the City to ensure the property codes.

Required parking: Public parking structures and surface lots nearby.

State the effects that the issuance of the license will have on the adequacy of parking, vehicular circulation and infrastructure: D'Marcos is located in the CBD, with easy access to and from parking. The operations of D'Marcos will have significant changes to the parking needs and adequacy.

State any measures applicant will take to lessen any possible negative impact of the proposed business upon the community, including crowd control, nuisances, unlawful sale of alcohol to minors, etc.: Katie Wilhelm has a history of violation-free operation. D'Marcos staff will be trained in alcohol management to minimize any negative impacts on surrounding businesses. This is a transfer of ownership of an existing business.

Cost of construction and/or remodeling: n/a

Cost of total investment in the project: \$500,000 - business purchase price

Estimated dates of construction including start and finish estimates: n/a

Number of estimated new employment opportunities created by the project: 50 employees - remaining

Proposed hours of operation of the proposed establishment: Friday and Saturday, 4-11pm, Tuesday through 1

Estimated or actual, as applicable, ratio of food to alcohol sales as measured by the dollar amount of food to the dollar amount of alcohol sales (provide a detailed breakdown by separate attachment): 70% food, 30% alcohol

Does the applicant propose to incorporate outdoor dining? If so describe: There is a rooftop patio on the business currently that will continue to be used under new ownership.

Nature or overall character of the proposed establishment (including any theme, if applicable), i.e. nightclub, dining, dance club, etc.:

D'Marcos will offer modern Italian fare in an updated yet classic setting, with seating for 201 patrons, v diners. The menu will feature a variety of seafood, steaks and salads alongside celebrated Italian clas:

The Backdoor Tequila and Taco Bar, an existing business attached to D'Marcos, will be operating in s serving high quality mexican tacos, chips, etc.,

Describe the anticipated, contemplated and proposed food and beverage menu (attached menu if available): Yes, current menus are attached.

Will any other MLCC permits be sought or applied for? Sunday Sales (AM/PM), Dance-Entertainment, Additi

If the answer to the above question is yes, identify what other permits will be sought or applied for: See above.

Describe the surrounding neighborhood and other business developments and explain how the proposed establishment is suited for the proposed location:

D'marcos will be located in the heart of downtown Rochester, surrounded on all sides by other restau by restaurants for many years.

Please provide a statement describing why the proposed project will be a positive improvement and an overall benefit to the City of Rochester:

This transfer of ownership of two already existing and beneficial Rochester businesses to an already s beneficial for the City of Rochester. Both business will continue to serve high end food with compliant operating.

EVIDENCE OF FINANCIAL RESPONSIBILITY:

Is the applicant, or any corporations, limited liability companies, partnerships, or other business entities, in which applicant has an interest, in default to the City of Rochester with respect to the nonpayment of taxes, utilities, special assessments or other obligations? No.

If the answer is yes, please explain the nature of such default(s), the reasons for such default and the proposed course of action intended to remedy such default(s), if any: n/a

Amount of funds supplied by applicant: \$500,000

Amount of funds to be financed: \$450,000

Name, address and phone number of applicant's lender: ROGER P. WALKER

Applicant's references/phone number(s):

***NOTE: Please do not use elected officials or employees of the City of Rochester as references on this application.**

Personal references:

1. Jennifer Brown - (313) 378-6845
2. Mary Hoeneike - (586) 255-2005
3. Laura Abadir - (248) 417-2178

Business references:

1. Curt Massoll - (248) 770-6805
2. Stacey Volchart - (586) 405-3737
3. Caitlin Monson - (248) 996-7173

Has the applicant completed any certified training programs with respect the sale and serving of intoxicating liquor, if yes, please list the name of the program and the date completed?: Yes - ServSafe Alcohol

Have the employees of applicant completed a certified training program with respect to the sale and serving of intoxicating liquor, if yes, please list the names and addresses of those employees completing the program and the name of the program and date completed as to each such employee? All employees that sell or serve alcohol w An MLCC approved server training program.

Applicant acknowledges and agrees that Applicant has received and reviewed a copy of the City's Liquor License Control Ordinance and will be prepared to address all of its requirements and required showings to all reviewing bodies.

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

APPLICANT HEREBY AFFIRMS THAT THE ANSWERS AND STATEMENTS PROVIDED IN THIS APPLICATION ARE TRUE TO THE BEST OF APPLICANT'S INFORMATION, KNOWLEDGE AND BELIEF, AND, THAT SHOULD IT BE HEREAFTER DISCOVERED THAT ANY OF THE INFORMATION PROVIDED IS INACCURATE OR FALSE, THE SAME SHALL BE GROUNDS FOR DENIAL OF THIS APPLICATION FOR A LIQUOR LICENSE OR GROUNDS TO REVOKE ANY PRIOR APPROVAL BASED UPON THE INFORMATION PROVIDED IN THIS APPLICATION.

APPLICANT FURTHER AFFIRMS THAT APPLICANT WILL NOT VIOLATE ANY OF THE LAWS OF THE STATE OF MICHIGAN OR OF THE UNITED STATES OR ANY ORDINANCES OF THE CITY OF ROCHESTER IN THE CONDUCT OF ITS BUSINESS, AND BY APPLICANT'S SIGNATURE BELOW, APPLICANT HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE CITY OF ROCHESTER'S LIQUOR CONTROL ORDINANCE.

Applicant Signature:

[Handwritten Signature]
Katie Wilhelm (Printed Name)

Position/Title: Owner

Date: 5/12/2026

On this 12 day of MAY, 2026, before me personally appeared,

Applicant herein, who being first duly sworn, says that he/she signed the above Application for Liquor License and all statements and representations contained therein are true and accurate to the best of Affiant's information, knowledge and belief.

AMANDA MILLER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires April 11, 2030
Acting in the County of Oakland

[Handwritten Signature]
Amanda Miller, Notary Public
Oakland County, Michigan, Acting in Oakland County
My Commission Expires: April 11, 2030

**CITY OF ROCHESTER
LIQUOR LICENSE CONTROL ORDINANCE
REVIEW FACTORS**

AYFN Hospitality, LLC (“AYFN”) proposes to do business as D’Marcos (“D’Marcos”) and Backdoor Taco & Tequila Bar (“Backdoor”) located at 401 South Main (the “Premises”). AYFN’s sole member is Katie Wilhelm. This is AYFN’s application for approval for transfer of the existing liquor license owned by MDM Hospitality, LLC.

An application for the transfer of an existing license must be reviewed by the City pursuant to its applicable ordinance, Section 4, Article II (“Ordinance”).

The Ordinance sets forth the “Licensing Policy” in Section 4-13, which states, in relevant part:

“All new liquor licenses, transfers into the city of new liquor licenses, transfers of ownership of existing liquor licenses within the city, any revisions of an existing liquor license, any proposed significant deviation and/or physical alteration of a licensed establishment's existing operation, or, any relocation of an existing liquor licensed establishment within the city, shall be approved on an individual basis in the sole discretion of the city council.”

Section 4-14 of the Ordinance sets forth certain information which must be provided by the applicant including a written statement addressing each of the additional review factors set forth in subsection 4-14 (d).

The following is a brief discussion of the review factors as they relate to AYFN.

FACTOR 1. Whether minimum criteria set by the Michigan Department of Commerce and Liquor Control Commission (“MLCC”) for issuance of the Quota Class C and Specially Designated Merchant liquor licenses (“Liquor Licenses”) have been met.

DISCUSSION. The subject liquor license is an existing license that has been continuously operated at the Premises under current ownership since 2018. This application is for the transfer of that existing license, not the issuance of a new license.

FACTOR 2. The opinions of local residents, area businesses and property owners, the Rochester Police Department, and the Rochester City Council with regard to the proposed establishment.

DISCUSSION. Katie Wilhelm and her spouse, Glenn Wilhelm, have established a strong and positive reputation within the community through their ownership and operation of The Roxy, which opened in 2023 and has been a well-received addition to downtown Rochester. Glenn Wilhelm also owns and operates Younger’s Irish Tavern in

Romeo, and Katie Wilhelm owns and operates Oakland Kitchen & Bar in Oakland Township. The Oakland has been in operation since 2021 and does not have any MLCC violations.

AYFN does not intend to make significant changes to the existing operations at the Premises. The current concepts, D’Marcos Italian Restaurant & Wine Bar and The Backdoor Taco & Tequila Bar, will continue to operate in substantially the same manner with experienced and compliant management in place.

FACTOR 3. The number and proximity of other liquor licensed establishments in the City, including consideration of the total square footage of liquor licensed establishments within the City and the concentration and capacity of the same, and the number of any unused quota licenses available within the City.

DISCUSSION. There are presently 24 active public, Class C licensed establishments within the City, a number of which are located in the downtown area in proximity to the Premises. This application involves the transfer of an existing liquor license and will not increase the number or concentration of licensed establishments within the City or the downtown area.

FACTOR 4. The proposed hours of operation of the applicant’s proposed establishment and the potential future owners of the proposed license.

DISCUSSION. AYFN’s general hours of operation will be Tuesday-Thursday from 4:00 p.m. to 10:00 p.m., Friday and Saturday from 4:00 p.m. to 11:00 p.m., and Sunday from 4:00 p.m. to 9:00 p.m.

FACTOR 5. The effects that the issuance of the license will have on the adequacy of parking, vehicular circulation and infrastructure.

DISCUSSION. The Premises is located within the Central Business District, which provides access to on-street parking, nearby surface lots, and public parking structures. These existing parking and infrastructure conditions have historically supported restaurant operations at this location. As this application involves a transfer of ownership only, no increase in parking demand or vehicular traffic is anticipated.

FACTOR 6. The effects that the issuance of the license will have on the health, safety and welfare of the general public, including, but not limited to, the impact on policing requirements.

DISCUSSION. AYFN is committed to the health, safety, and welfare of all patrons that will come to their establishments and the surrounding community. Katie Wilhelm has held a liquor license in the City since 2023 and has not received an MLCC violation or ordinance violation. AYFN is very committed to upholding the character of D’Marcos and Backdoor and ensuring the health, safety, and welfare of the community.

FACTOR 7. Whether the applicant meets all appropriate local building, zoning, fire, sanitation, and health laws and such other applicable city codes and ordinances.

DISCUSSION. The Premises will continue to meet all local building, zoning, fire, sanitation, and health laws, city codes and ordinances.

FACTOR 8. The economic and social impact of the applicant's proposed establishment, including, but not limited to, the dollar amount of investment, the number of new employment opportunities, the parcel of property to be developed and/or redeveloped, and, with respect to any new class "C" liquor licenses (city's remaining quota licenses), the city will give preference to those applicants investing \$2,000,000 or more and will consider small 'storefront' bars and/or restaurants as a low priority for such quota licenses.

DISCUSSION. This application involves the acquisition and continued operation of two existing, fully built-out restaurants at the Premises. AYFN will maintain the current facilities and business operations at their established standard, preserving the existing economic activity and employment associated with the location. As this is a transfer of an existing license and business, no significant redevelopment or expansion is proposed.

FACTOR 9. The appropriate relationship between the established buildings and land use.

DISCUSSION. The proposed use represents a continuation of the existing restaurant operation at the Premises and is consistent with the surrounding mix of retail, professional, commercial, and restaurant uses in the downtown area. The use remains appropriate for the location and is compatible with the established character of the area.

FACTOR 10. The general and appropriate trend and character of land, building and population development.

DISCUSSION. The Premises is located within Rochester's active, pedestrian-friendly downtown. The continued use of the location as a family-friendly restaurant and bar is consistent with the established character of the area and supports the ongoing vitality of the downtown district.

FACTOR 11. Whether the proposed licensed premises is part of a multiuse project with substantial new retail, office, or residential components, and/or whether the proposed establishment is to be located in an underdeveloped area of the city, the size of the licensed premises relative to the overall project or development, and, whether the proposed licensed establishment will be utilizing a new liquor license authorized by Public Act 501 of 2006 under M.C.L. 436.1531a.

DISCUSSION. This application involves transferring an existing Class C license at an established location. The Premises is not part of a new multiuse development or an underdeveloped area of the City, and no new Development District license under Public Act 501 of 2006 is being requested.

FACTOR 12. Crowd control.

DISCUSSION. Crowd control is not expected to be a problem due to the nature of the businesses of Backdoor and D'Marcos.

FACTOR 13. Pedestrian movement.

DISCUSSION. The Premises is located on the northwest corner of Main Street and Fourth Street within the Central Business District. Customers may enter through the front entrance on Main Street to access D'Marcos, with adequate space to accommodate pedestrian movement. An additional entrance is located on Fourth Street for The Backdoor. Sidewalks are present along both street frontages, providing sufficient space for pedestrian access to and from nearby parking and adjacent establishments. No changes to the existing footprint or surrounding infrastructure are proposed.

FACTOR 14. Whether the applicant is making substantial renovation of existing buildings and/or preservation or restoration of historic buildings.

DISCUSSION. This application involves the continued operation of an existing, fully developed restaurant at the Premises. While no significant structural renovations are proposed, AYFN will maintain and invest in the ongoing upkeep of the building and its improvements, including the established facades of D'Marcos and Backdoor. The applicant is committed to preserving the appearance and quality of the Premises consistent with its current condition and the character of the surrounding downtown area.

FACTOR 15. The applicant's business history and experience, the applicant's Michigan Liquor Control Commission violation history, if any, and, whether the applicant is in default to the city with respect to the nonpayment of taxes.

DISCUSSION. Katie Wilhelm has owned and operated Oakland Kitchen & Bar since March 2021 and The Roxy since 2023, both without any MLCC violations. Glenn Wilhelm has owned and operated Younger's Irish Tavern since May 2020 and previously served as its general manager beginning in 2006. Younger's Irish Tavern has one prior MLCC violation for a sale to a minor in 2017. Both Glenn and Katie have exemplary operating histories, and they will continue to operate D'Marcos and Backdoor in the same manner.

The applicant will ensure that all required training is completed within six (6) months of licensure. Neither the applicant nor the property owner is in default to the City with respect to the nonpayment of taxes.

FACTOR 16. The ratio of food to alcohol sales measured by the dollar amount of food to the dollar amount of alcohol sales, and, in the case of a new establishment, the estimated ratio of food to alcohol sales.

DISCUSSION. AYFN will continue to emphasize high-quality food service as the primary component of its operations. D’Marcos and The Backdoor will continue to offer Italian and Mexican cuisine, respectively, as full-service dining establishments. The projected sales ratio is approximately 70% food sales to 30% alcohol sales, consistent with a food-focused restaurant model.

FACTOR 17. The percent of floor area devoted to dining versus bar area, the size (square footage) of the kitchen in relation to the total square footage of the establishment, the size (square footage) of the bar area and dance floor if applicable.

DISCUSSION. The Premises consists of approximately 6,900 square feet. The bar area will comprise less than 10% of the total floor area. Interior seating will accommodate approximately 201 patrons, with approximately 42% of the usable floor area devoted to dining. A small dance floor, approximately 100 square feet, may be sparingly utilized as part of the existing layout.

FACTOR 18. Whether, in the case of a restaurant with a full-service kitchen, no dance floor and no separate bar area, the proposed establishment will incorporate and maintain outdoor dining.

DISCUSSION. The Premises includes a full-service kitchen supporting both D’Marcos and The Backdoor, each of which will operate as a full-service restaurant offering Italian and Mexican cuisine, respectively. The applicant understands that the current owner has been granted site approval for rooftop dining. However, at this time, the applicant has not yet determined whether to move forward with using the rooftop dining approval. For this reason, the applicant will apply for an outdoor service area permit with the MLCC, but the applicant will not move forward without proper approvals from the State and the City.

FACTOR 19. The type or character of the establishment, i.e. dining, nightclub, hotel, dance club.

DISCUSSION. D’Marcos and Backdoor will continue to operate as dining-focused establishments. The overall character of the Premises is that of a full-service restaurant with complementary bar elements, rather than a nightclub or entertainment-driven venue.

FACTOR 20. The diversification of the type of entertainment and other commercial establishments in the downtown and/or throughout the City.

DISCUSSION. Downtown Rochester includes a mix of commercial, retail, professional, and restaurant uses. D’Marcos and Backdoor have been well established and well received at the Premises for approximately eight years and contribute to the diversity of dining and entertainment options in the area. The continued operation of these concepts will complement the surrounding businesses.

FACTOR 21. The overall benefit of the applicant’s proposed establishment and plan of operation to the City of Rochester.

DISCUSSION. The continued operation of these established and successful concepts under experienced local ownership will provide an ongoing benefit to the City of Rochester by supporting economic activity, employment, and a vibrant downtown environment.

FACTOR 22. Any other factor or factors that may affect the health, safety and welfare or the best interests on the City of Rochester and its residents.

DISCUSSION. The owner of AYFN, Katie Wilhelm, is a local resident and experienced business owner with a demonstrated commitment to the Rochester community and surrounding areas. Through her successful ownership and operation of The Roxy, she has established a strong track record of responsible operation, community engagement, and positive contribution to the downtown environment.

This application represents the continuation of two well-established and well-received restaurant concepts at an existing licensed location, under the direction of a proven local operator. The applicant is committed to working collaboratively with the City, neighboring businesses, and residents to maintain and enhance the vitality of downtown Rochester. Approval of this transfer will support continued economic activity, preserve established jobs, and ensure that the Premises remains a high-quality, community-oriented destination.



City of Rochester

400 Sixth Street
Rochester, MI 48307
P: (248) 651-9061
F: (248) 651-2624
www.rocheatermi.org

MEMORANDUM

Date: May 21st, 2026
To: Mayor Jones and Council Members
From: Megan Frazho, Deputy City Clerk
Subject: Mayoral Appointments and Reappointments to Boards and Commissions

The City continues to benefit from strong community interest in board and commission service. This year's applicant pool reflects a healthy mix of returning members and new voices, with a range of backgrounds and experiences that speak well of our community's commitment to civic engagement.

We are grateful to those who have chosen to continue serving. Their familiarity with board processes, ongoing projects, and institutional history adds real continuity and value to the work.

Requested Action: City Council may, at its discretion, nominate candidates at this meeting and bring appointments forward for approval at a future meeting, or nominate and approve the Mayor's recommended appointments and reappointments at this meeting.

Attachment(s): (1) List of appointments and reappointments

CITY OF ROCHESTER

MAYOR — Board & Commission Action Sheet

Meeting Date: May 26, 2026 Prepared: May 21, 2026

SECTION 1 — APPOINTMENTS TO VACANCIES

Board / Commission	Seat	Applicant	Type
City Beautiful Commission	Seat 2 (Vacant)	Darlene Reimann	New Application
Historical Commission	Seats 13, 14, 15 (Open)	Josephine Sokoloski	New Application
		Nevine Rizk	New Application
		Tim Petro	New Application

Motion to approve appointment(s) above: Moved by _____ Seconded by _____ Vote: _____

SECTION 2 — RENEWALS

Board / Commission	Member Name	Status	
Brownfield Redevelopment Authority	Scott Ronan	Renewal Form Submitted	
Cemetery Advisory Board	Beth DiFranco	Renewal Form Submitted	
Cemetery Advisory Board	Jack DiFranco	Renewal Form Submitted	
Cemetery Advisory Board	Susan Eaton	Renewal Form Submitted	
City Beautiful Commission	Tammy Byers	Renewal Form Submitted	
Downtown Development Authority	Lisa Germani-Williams	Renewal Form Submitted	
Historical Commission	Lynn Anderson	Renewal Form Submitted	
Historical Commission	Donnie Sienkiewicz	Renewal Form Submitted	
Parking Management Advisory Board	Jana Yezak	Renewal Form Submitted	
Tree Committee	William Thomas	Renewal Form Submitted	

Motion to approve renewal(s) above: Moved by _____ Seconded by _____ Vote: _____



City of Rochester

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To: Mayor Jones and Council Members
From: Megan Frazho, Deputy City Clerk
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We are grateful to those who have chosen to continue serving. Their familiarity with board processes, ongoing projects, and institutional history adds real continuity and value to the work.

Requested Action: City Council may, at its discretion, nominate candidates at this meeting and bring appointments forward for approval at a future meeting, or nominate and approve Council appointments and reappointments at this meeting.

Attachment(s): (1) List of appointments and reappointments

CITY OF ROCHESTER

CITY COUNCIL — Board & Commission Action Sheet

Meeting Date: May 26, 2026

Prepared: May 21, 2026

SECTION 1 — APPOINTMENTS TO VACANCIES

Board / Commission	Seat	Applicant	Type
Historic District Commission	Seats 5, 6, 7 (Vacant)	Josephine Sokoloski	New Application
		Tim Petro	New Application

Motion to approve appointment(s) above: Moved by _____ Seconded by _____ Vote: _____

SECTION 2 — RENEWALS

Board / Commission	Member Name	Status	
Board of Review	Juanita Mallmann	Renewal Form Submitted	
Zoning Board of Appeals	Denis Fleming	Renewal Form Submitted	
Zoning Board of Appeals	Ray Thietten	Renewal Form Submitted	
Zoning Board of Appeals	William Thomas	Renewal Form Submitted	

Motion to approve renewal(s) above: Moved by _____ Seconded by _____ Vote: _____



City of Rochester

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www.rochestermi.org

CITY BEAUTIFUL COMMISSION REGULAR MEETING AGENDA

***Chairperson Jeanine Offer, Vice Chair Laura Murphy, Secretary Sue Butala
Members: Tammy Byers, Julia Johnson, Sandra Montes, Tracy Gottschalk,
Carrie Briskin***

***City Council Liaison: Jessica Clauser
Student Liaisons: Emma Roosevelt***

400 6th Street	May 13th, 2026	7:00 pm
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- 1) Call to Order
- 2) Roll
- 3) Approval of April meeting minutes
- 4) Pat Kane tiles- tentative
- 5) New member update - tentative
- 6) Nik & DPW update
 - a) Budget update for FYE 2027
- 7) Bird Walk update
- 8) 2025/2026 Goals & Objectives
 - a) Project updates/ideas:
 - i) Nature Sounds Amplifier update
 - ii) Raised Bed Sensory Gardens & Picnic Shelters at All-Abilities Park
 - iii) Rain Garden by path to Paint Creek Trail in Park - Spring
 - iv) Garden updates
 - v) CBC signs
- 9) Misc / New Business



City of Rochester

400 Sixth Street
Rochester, MI 48307
P: (248) 651-9061
F: (248) 651-2624
www.rochestermi.org

RETIREMENT BOARD REGULAR MEETING AGENDA

Mayor: Debbie Jones
Council Member: Christian Hauser
City Manager: Nik Banda
DPW Member: Colin Pettit
General Member: Sherry Kush
Citizen Member: David Berletich
Police Member: Merlin Taylor
Retiree Member: Holly Meyers

400 Sixth Street, Conference Room	May 13th, 2026	8:30 AM
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1. Call to Order.
2. Roll Call.
3. Presentation from Morgan Stanley.
4. Adjourn to next meeting:
 Wed, Aug 12, 2026 at 8:30am
 Wed, Nov 11, 2026 at 8:30am

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248-651-9061 forty-eight (48) hours prior to the meeting. Staff will be pleased to make the necessary arrangements to provide necessary reasonable accommodations, including auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting.

SUSTAINABLE ROCHESTER COMMITTEE

Meeting Agenda

Date: 4.18.26

Time: noon-1pm

Location: DPW Conference Room

Attendees: Jason Warner, Colin Pettitt, Anthony Moggio, Councilmember, Marilyn Trent, Mayor ProTem, Stuart Bikson,

1. My Green Michigan

- Overview of the partnership with My Green Michigan
 - Robb Harper, My Green Michigan representative will review services and answer questions
- Review pilot details:
 - Three 64-gallon compost bins
 - Weekly pickup service

2. Compost Pilot Project Location (DPW)

- Review logistics and exact location

4. Compost Pilot Ferndale Application Process

- Nick Schaefer update

5. Recycling Education and Mythbusters

- Information on the website. Discuss opportunities to improve recycling information for residents
 - Educational materials
 - Community outreach

6. Recycling Facility Tour (TBD)

- Priority Waste recycling

7. Solarize Oakland County Event, Thursday, May 28 Nicole Card, Sustainability Specialist (see page2 for flyer)

8. Misc./Next Steps

- Determine next meeting date
- Discuss topics for future meetings:
 - Backyard composting workshops
 - Reuse and donation resources
 - Participation in Michigan Green Communities benchmarking and recognition programs
 - Additional pilot opportunities with Oakland County and SEMCOG

- Review opportunities through Michigan Green Communities
- Discuss working with:
 - Oakland County
 - Southeast Michigan Council of Governments
- Explore future pilot programs, grants, and partnerships

9. Action Items

10. Adjourn



Want to lower your energy bills? Curious about solar? We got you.
JOIN A SOLARIZE OAKLAND COUNTY EVENT

THURSDAY, MAY 28 / 6–8:00 p.m.
Rochester Mills Beer Company
400 Water Street, Rochester, MI 48307

Join us for **Solarize Oakland County**, a free, no-obligation event that provides reliable solar education and discount opportunities.

6 p.m. Presentation for Oakland County businesses, non-profits, houses of worship, and local governments

7 p.m. Presentation for Oakland County residents/homeowners

- Learn about going solar *without sales pressure*
- Connect with neighbors, community leaders, and solar experts
- Protect yourself against rising energy costs
- Be a part of positive environmental change
- Take advantage of 30% solar tax credits (*not available for residential projects*)

Appetizers provided. Additional food and drinks available for purchase.



**LEARN MORE &
REGISTER NOW!**

Scan this QR code with your phone or visit:
bit.ly/SolarizeOaklandCounty

Questions? Contact Marshall Clabeaux
Marshall@GLREA.org





4393 Collins Road
Rochester, MI 48306
(248) 651-9260
Paintcreektrail.org

PAINT CREEK TRAILWAYS COMMISSION
REGULAR PUBLIC MEETING NOTICE AND AGENDA

Tuesday, May 19, 2025, 7:00 p.m.
Rochester City Hall, 400 Sixth Street, Rochester, Michigan 48307

MEETING AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance to the Flag of the United States of America
4. Amendments to/Approval of May 19, 2026, Agenda
5. Approval of Invoices
6. Approval of Treasurer's Report
7. Approval of Minutes – April 21, 2025, Meeting
8. General Public Comment
9. For Approval: Temporary Use Permit Application: Dianne's Ride
10. Project Report: Bridge 31.7 Replacement
11. Manager's Report
12. Commissioner Reports
13. Adjournment

Next meeting: Tuesday, June 16, 2026, 7:00 p.m.,
Rochester City Hall, 400 Sixth Street, Rochester, Michigan 48307



Love local
ROCHESTER 

**Rochester Downtown
Development Authority**

Downtown Collaboration Studio
431 S. Main Street
Rochester, MI 48307
248.656.0060
DowntownRochesterMI.com

**Regular Meeting Agenda
Wednesday, May 20, 2026 7:00 pm
Rochester Municipal Building, 400 Sixth Street**

1. Call to Order
2. Roll Call
3. Approval of Meeting Minutes – March 18, 2026
4. Audience Comments
 - A. Introduction of Colette Bockrath, DDA Events & Marketing Coordinator
5. Liaison Reports
 - A. City Council – Jessica Clauser
 - B. Chamber of Commerce – Bob DiTommaso
 - C. Historical Commission – Don Sienkiewicz
 - D. Principal Shopping District – Paul Haig
6. General Business Items
 - A. Market + The Graham Update – Ben Giovanelli
 - B. Adoption of FY 2027 DDA Budget – Ben Giovanelli
 - C. Social District Update and Request for Recommendation – Kristi Trevarrow
 - D. Downtown Foot Patrols – Kristi Trevarrow
 - E. MSOC Main Event – Kristi Trevarrow
7. Receipt of Regular Reports
 - A. Executive Director Update
 - B. Events & Marketing Update
 - C. Financial Report for DDA
 - D. Business Development Committee
 - E. Site Development Committee
8. Adjourn

The next regular meeting of the Rochester DDA will be held on June 17, 2026.