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248-858-0511 | purchasing@oakgov.com

Buyer: RLB

CONTRACT NUMBER: 004702

Event # 003294A

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

Not To Exceed Amount: \$15,000,000.00		Effective Date: 4/1/2016	Expiration Date: 3/31/2021
Contract Description:	ESInet 911 Call Handling - P		
Contractor Information:		Contract Administrator (If Different):	
Peninsula Fiber Network LLC David McCartney 1901 West Ridge Street Suite 2 Marquette, MI 49855 Vendor No: 20284			
Compliance Office Purchasing Information:		Contract Administrator Oakland County Using Department:	
Buyer: Richard Brower Oakland County 2100 Pontiac Lake Rd Bldg 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com		Jeffrey Werner Manager CLEMIS 1200 North Telegraph Road County Service Center - Pontiac Waterford MI 48341	

The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:SIGN: David McCartney
David McCartney (Mar 25, 2016)**FOR THE COUNTY:**SIGN: Jeffrey Werner
Jeffrey Werner (Mar 29, 2016)

Contract Administrator

SIGN: Scott N. Guzzy
Scott N. Guzzy (Mar 29, 2016)Pamela L. Weipert, CPA, CIA, Compliance Officer
or
Scott N. Guzzy, CPPO, MBA, Purchasing Admin

aec

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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. Contractor Provided Insurance
- Section 9. Intellectual Property and Confidentiality
- Section 10. 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. **"Circuit"** means the physical path between two terminal locations. Within a circuit-switched network the physical path is obtained for and dedicated to a single connection between two end-points in the network for the duration of the connection.
- 1.4. **"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 or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, 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.
- 1.5. **"Confidential Information"** means all information and data that the County or Contractor is required or permitted by law to keep confidential and "Proprietary Information" as defined herein.
- 1.6. **"Contract"** means this document and any other documents expressly incorporated herein.
- 1.7. **"Contractor"** means the entity or person listed under "Contractor" on the first page of this Contract. Throughout this Contract Contractor may also be referred to as "PFN."

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- 1.8. **“Contractor Employee”** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venturer; 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.
- 1.9. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:
- 1.9.1. Exhibit I: Contractor Insurance Requirements
- 1.9.2. Exhibit II: Scope of Contractor Deliverables/Financial Obligations
- 1.10. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 1.11. **“County Agent”** means any elected or 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 and in that capacity.
- 1.12. **“County Data”** means information or data provided by County to Contractor in the performance of this Contract, including, but not limited to any personally identifiable information such as names, e-mail addresses, passwords, phone numbers, and home or business addresses. County Data includes Confidential Information defined in this Contract.
- 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 Exhibit II.
- 1.15. **“Effective Date”** means 12:00:00 a.m. 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, innovation, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, or Proprietary Information.
- 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.

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- 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. **“Proprietary Information”** means ideas, concepts, inventions, and processes related to the development and operation of computer software and systems such as source code, object code, security procedures, and passwords.
- 1.23. **“Public Safety Answering Point (PSAP)”** means a communication facility that answers and/or receives 9-1-1 calls and is specifically defined in as defined MCL 484.1102(z) and (gg).
- 1.24. **“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.
- 1.25. **“Purchasing”** means the Purchasing Unit of the Oakland County Compliance Office.

§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; provided however, that the agreement will extend past Expiration Date on a month to month basis until a suitable replacement is operational, which then becomes the effective date of termination. Except as provided in the previous sentence, this Contract may only be extended by an Amendment.
- 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; and (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing.

§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 in Exhibit II and their duties

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shall be set forth in Exhibit II. Unless otherwise stated in Exhibit II, 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. Unless otherwise stated in Exhibit II, the County's Contract Administrator(s) has 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 10 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, 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 Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense.
- 4.1.2. **Termination for Convenience.** The County may terminate or cancel this Contract, in whole or part, at any time, upon one hundred and eighty (180) Days' notice to Contractor,

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for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.

- 4.2. **Termination for Cause.** Either party may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' notice to the other Party, if a Party breaches any duty or obligation contained herein and within such notice period has failed or has not attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice.
- 4.3. **County's Obligations Upon Termination.**
- 4.3.1. **Obligations Upon Termination.** Except as provided in Section 4.3.2, 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 up to the effective date of termination. For purposes of this Subsection only (4.3.1.), prior to acceptance of a specific Circuit, Deliverables shall include the actual third-party costs incurred by Contractor related to the construction of the specific Circuit or twenty-four thousand dollars (\$24,000.00), whichever is less. 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. Except as provided in Section 4.3.2, 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 shall be equitably adjusted to reflect those Deliverables that are terminated.
- 4.3.2. **Early Termination Charges.** Notwithstanding Section 4.3.1., if the County terminates this Contract or any part thereof for convenience (and not pursuant to Sections 4.1.1 or 4.2) within 24 months of the Effective Date and after acceptance of a Circuit for a PSAP, the County shall pay an early termination charge. The early termination charge shall be equal to one hundred percent (100%) of any unpaid monthly reoccurring charges that would have been incurred by the County for the terminated Circuit from the date of termination until the end of the 24th month after the Effective Date. The amount of the monthly reoccurring charges is set forth in Attachment B to Exhibit II. After the 24th month of the Effective Date, the County shall not be liable for any early termination charges under any circumstances. Acceptance of a Circuit will be deemed to occur fourteen (14) calendar days after Contractor gives the County 911 Coordinator written notice of Contractor's intention to accept the Circuit, unless the County gives written notice to Contractor that the specific Circuit is no longer needed pursuant to the County's 911 Service Plan. If the County gives notice that the Circuit is not needed within this fourteen (14) day period, there shall be no early termination charges associated with that Circuit. If a Circuit is terminated within 24 months of the Effective Date, the County shall have the option to either replace that Circuit with a similar Circuit at another PSAP or to redistribute the revenue associated with the terminated Circuit, by increasing the size and relative cost of another existing Circuit. If the County replaces the terminated Circuit with a new Circuit, Contractor shall waive all early termination charges associated with the terminated Circuit provided: (1) the bandwidth

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capacity of the new Circuit is equal or greater than the bandwidth of the terminated Circuit; (2) the County commits to retain the new Circuit for the remainder of the Contract of the terminated Circuit; (3) the County submits a request to Contractor for the termination of the Circuit and the installation of a new Circuit within reasonable amount of time; and (4) the County agrees to pay for any reasonable, non-reoccurring or construction costs for the new Circuit, if applicable. If the County redistributes the revenue associated with the terminated Circuit to another PSAP, Contractor shall waive all early termination charges associated with the terminated circuit. The revenue associated with the Circuits is set forth in Attachment B to Exhibit II.

- 4.4. **Contractor's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) 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, property, and County Data provided to Contractor by the County; and (d) take any action to mitigate and limit any potential damages, including terminating or limiting, 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 II, any Purchase Orders, or any Amendments to this Contract.
- 5.2. **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 II. The amount and manner of payment of the financial obligation shall be set forth in this Contract, Exhibit II and/or a Purchase Order.
- 5.3. **Payment Obligations.** Except as otherwise set forth in Exhibit II, 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. 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); and (e) any other information requested by Purchasing. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within two hundred and forty-eight (248) Days of Contractor's performance. Unless otherwise set forth in Exhibit II, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.

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- 5.4. **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 at least ten (10) Days before this event.
- 5.5. **No Obligation for Penalties/Costs/Fines.** The County shall not be responsible for any cost; fee; fine; penalty; or direct, indirect, special, incidental, or consequential damages incurred or suffered by Contractor in connection with or resulting from Contractor’s or Contractor Employee’s performance of this Contract under any circumstances.
- 5.6. **Set-Off of County Costs.** If the County incurs any costs associated with the duties or obligations of Contractor under this Contract, then the County has the right to set-off those costs from any amounts due and owing Contractor or that may be due and owing in the future. This set-off includes withholding payment in an amount equal to the cost of any County-provided equipment, supplies, or badges that are not returned by Contractor upon completion, termination, or cancellation of this Contract. The County shall use its best efforts to give Contractor written notice of Contractor costs incurred by the County, within fifteen (15) Days of receiving notice of those costs.
- 5.7. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.
- 5.8. **Letter of Agency.** The County shall be responsible for drafting and having executed a Letter of Agency with the applicable and necessary entities for the provision of Deliverables under this Contract, i.e., the provision of E9-1-1 Services and System pursuant to federal and state law and this Contract.
- §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. 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 policies and the effective dates and shall promptly provide such to the County, if requested.
- 6.4. **Grant Compliance.** If any part of this Contract will be supported or paid for with any State, federal, or other third-party grants, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the County shall provide Contractor with a copy of the applicable grant requirements.

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- 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 appropriate County-provided identification at all times while working on County premises. Contractor shall return all County-provided identification 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. **Compliance with County Security Policies and Use Policies.** Contractor shall require all Contractor Employees to comply with the County's security and acceptable use policies for County property (tangible and intangible), equipment, resources, facilities, and systems. Upon request, the County shall provide such policies to Contractor.

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- 6.7.7. **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 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.
- 6.7.8. **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 comply with all provisions of the ACA.
- 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.
- 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.
- 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 oversights of Contractor Employees.
- 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

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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. **Taxes.**
- 6.12.1. **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.
- 6.12.2. **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.
- 6.13. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 6.14. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:
- 6.14.1. **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 the Contract.
- 6.14.2. **Warranty of Fitness for a Particular Purpose.** 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.
- 6.14.3. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (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.

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- 6.15. **Response to Legal Request for County Data.** If 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.

§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 acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contract. Notwithstanding the above, Contractor, Contractor Employees, and 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. 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 in defense of that Claim.
- 7.2. **No Indemnification from the County.** Contractor shall have no rights against the County for indemnification, contribution, subrogation, or any other right to be reimbursed by the County, except as expressly provided herein.

§8. CONTRACTOR PROVIDED INSURANCE AND PERFORMANCE BOND.

- 8.1. At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications listed in Exhibit I.
- 8.2. During the term of this Contract or any extension thereof, Contractor shall supply a one year Performance Bond, renewable annually, payable to the County within ten (10) Days of Contract execution. The Performance Bond shall be executed by a corporation authorized to contract as a surety in the State of Michigan and which is on the United States Treasury List. The amount of the Performance Bond shall be three million dollars (\$3,000,000.00). The Performance Bond will insure the full and faithful performance of the Contract. The County shall be the sole beneficiary of the Performance Bond. The Performance Bond may be released incrementally as Contractor completes Deliverables and such Deliverables are approved by the County, in its sole discretion.

§9. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 9.1. **Contractor Use of Confidential Information/County Data.** Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information or County Data to any Contractor Employee not having a legitimate need to know the Confidential Information or County Data or to any third-party. Contractor and Contractor Employees shall only use the Confidential Information and County Data for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information or County Data if required by law, statute, or other legal process; provided that Contractor: (a) gives the County prompt written notice of the impending disclosure, (b)

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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 or County Data 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.

- 9.2. **County Use of Confidential Information.** County and/or County Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any County Employee not having a legitimate need to know the Confidential Information or to any third-party. County and County Employees shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, County may disclose the Confidential Information if required by law, statute, or other legal process; provided that County: (a) gives the Contractor prompt written notice of the impending disclosure, (b) provides reasonable assistance to the Contractor in opposing or limiting the disclosure, and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon County with respect to any Confidential Information which County can establish by legally sufficient evidence: (a) was in possession of or was known by County, prior to its receipt from the Contractor, without any obligation to maintain its confidentiality; or (b) is obtained by County from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 9.3. **Use of County Data.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this subsection apply.
- 9.3.1. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to its own confidential data of similar kind. Contractor warrants it follows security industry best practices.
- 9.3.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor shall promptly notify County in the event of unauthorized access, disclosure, or theft of County Data. Contractor shall take commercially reasonable measures to address a security breach in a timely manner to secure County Data.
- 9.3.3. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not and shall not permit Contractor Employees to store County Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide technical support.
- 9.3.4. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor

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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.

§10. GENERAL TERMS AND CONDITIONS

- 10.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has 7X24X365 access to and the right to use County property and facilities necessary to perform this Contract.
- 10.2. **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 or successor.
- 10.3. **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, 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.
- 10.4. **Removal of Contractor 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 shall dispose of it and bill Contractor for any costs associated with the removal and disposal.
- 10.5. **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 or Contractor Employees. 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 costs associated with repairing and/or replacing the damaged property or facilities.
- 10.6. **Damage to County Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 10.7. **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 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.
- 10.8. **Discrimination.** Contractor shall not discriminate against any employee or applicant for employment in violation of state or federal law. Contractor shall promptly notify the County of any complaint or charge filed and/or of any determination by any court or administrative agency of illegal discrimination by Contractor.

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- 10.9. **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 identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.
- 10.10. **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.
- 10.11. **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 Employees 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.
- 10.12. **Assignments/Delegations/Subcontracts.**
- 10.12.1. **Prior Written Consent Required.** Except by operation of law or as provided in Exhibit II, 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. 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.
- 10.12.2. **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 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.
- 10.12.3. **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

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performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.

- 10.12.4. **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.
- 10.13. **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 provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.
- 10.14. **No Third-Party Beneficiaries.** Except as 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.
- 10.14.1. **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.** Contractor Provided Insurance, **Section 9.** Intellectual Property and Confidentiality, and **Section 10.** General Terms and Conditions.
- 10.15. **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.
- 10.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract, including but not limited to, Orders of the Michigan Public Service Commission, Orders of the Federal Communications Commission, and best practices of the National Emergency Number Association.
- 10.17. **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; (g) fiber damaged or cut by persons or entities other than Contractor or Contractor Employees; or (h) 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

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duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.

10.18. Notices.

10.18.1. 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 receipt of confirmation, if sent by e-mail or fax.

10.18.2. Notice to Contractor. Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.

10.18.3. 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.

10.19. 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.

10.20. 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.

10.21. 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.

10.22. 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.

10.23. 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.

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- 10.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim 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 in the courts 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.
- 10.25. **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. 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 their own 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.

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) Independent Contractors; (f) 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 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

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

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. Umbrella or Excess Liability coverage shall be no less than following form of primary

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coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages (Required as Checked)

1. ☒ **Professional Liability/Errors & Omissions Insurance** (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. ☒ **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 following terms, conditions, and/or endorsements. 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. Contractors 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. 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;

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7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan 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

SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

Section 1. Service. The County orders Enhanced Emergency Number Service E9-1-1 or its functional equivalent or Successor (“E9-1-1 Service”) to be provided by PFN, pursuant to the Peninsula Fiber Network, LLC Tariff, M.P.S.C. No. 2 as filed with the Michigan Public Service Commission (“E9-1-1 Tariff”) or a substantially similar tariff filed by a wholly owned subsidiary of Peninsula Fiber Network, LLC, which E9-1-1 Service shall also be compliant with standards and orders governing Next Generation 9-1-1 services, including, but not limited to the National Emergency Number Association (“NENA”) i3 standard. This E9-1-1 Service is for all Public Safety Answering Points (“PSAPs”) located within the service district defined by the County 9-1-1 Plan. The County shall order E9-1-1 Service for all methods of communication (including, but not limited to, wireline, wireless and VoIP) within the service district defined by the County 9-1-1 Plan. E9-1-1 Service is defined in the E9-1-1 Tariff and includes, but is not limited to: (i) 9-1-1 Routing Service, (ii) 9-1-1 ALI Services, (iii) ESINet, (iv) Legacy Gateway Ports, and (v) Next Generation 9-1-1 Services. As part of the E9-1-1 Service, PFN, as a Covered 9-1-1 Service Provider (as defined in FCC 13-158), will meet or exceed the requirements of Federal Communications Commission (“FCC”) Order 13-158 or other applicable laws, rules, regulations or order related to the E9-1-1 Service, which require 9-1-1 Service Providers take reasonable measures to provide reliable 9-1-1 service. The E9-1-1 Service order under this Contract also provides the use of PFN’s Network, at no charge to the originator of a 9-1-1 call, and dedicated facilities within the Network allow a 9-1-1 call, originated within the service district defined by the County 9-1-1 plan, to be routed as directed by the County. “PFN’s Network” or “Network” is defined in the E9-1-1 Tariff and is further defined and depicted in Attachment A to this Exhibit. PFN shall provide the Network as set forth in the E9-1-1 Tariff and as set forth in Attachment A. Attachment A is fully incorporated into this Contract.

Section 2. Rates and Features. The features of E9-1-1 Service ordered by the County are as described in E9-1-1 Tariff and Attachments A and B to this Exhibit. The rates for the E9-1-1 Service are the current rates as listed in E9-1-1 Tariff at the time such service is provided to the County. The tariff rates, terms and conditions are subject to change. If there are costs/pricing for services/equipment not covered in the E9-1-1 Tariff, those costs/pricing shall be set forth in Attachment B. Attachment B is fully incorporated into this Contract.

PFN shall complete an annual audit of the Network and system configuration to evaluate the continual need of components, including but not limited to, individual PSAP connectivity, bandwidth, and related recurring costs of each aspect of the E9-1-1 Service and the Network. The annual audit shall be initiated and completed during the first quarter of each calendar year, starting in 2017. Within ten (10) business days after the end of the first quarter, PFN shall provide the County with a

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copy of the audit, in a mutually agreeable format. Upon request by the County, the Parties shall meet and discuss the audit and, if required, the Parties shall reconcile the audit findings.

Section 3. Payment for E9-1-1 Service. Before the County is invoiced for any costs/pricing associated with the E9-1-1 Services, PFN shall first report and attempt to recover such costs/pricing, from the technical pool and wireless surcharge fund as further described herein. The County shall pay PFN the costs/pricing not covered by the appropriate cost recovery mechanism, e.g. the Emergency Telephone Technical Charge, the State 9-1-1 Charge for wireless emergency service or another charge established in the future, on an annual basis and after receipt of an invoice. Currently, for wireline related cost, the appropriate cost recovery mechanism is the applicable county technical “pool” set up for cost recovery for wireline providers actual E9-1-1 costs, recurring and nonrecurring. The unified county technical surcharge is defined as, “the amount of the emergency telephone technical charge to be billed to the service user shall be computed by dividing the total emergency telephone technical charge by the number of exchange access facilities within the 9-1-1 service district.” MCL 484.1401d(2) Per MCL 484.1401d(3), the unified county technical surcharge/emergency telephone technical charge is set at a maximum of \$0.80 per access line per month. This section further states “[t]he difference, if any, between the amount of the emergency telephone technical charge computed under subsection (2) and the maximum permitted under this section [(\$0.80)] shall be paid by the county from funds available to the county or through cooperative arrangements with public agencies within the 9-1-1 service district.” MCL 484.1401d(3) All wireline providers are to bill their end users the unified county technical surcharge and report these revenues and cost of providing 9-1-1 service to the technical pool. For wireless related cost, the State of Michigan collects all wireless surcharge funds and reimburses providers on a quarterly basis through an invoice approval process.

The County will pay PFN one hundred percent (100%) of the monthly recurring costs/pricing, set forth in Attachment B, for any service to PSAPs requiring support of the County Customer Premise Equipment (“CPE”) or PSAP CPE, if such service is required prior to PFN’s ability to recover funds from the Technical pool and wireless surcharge funds. Such recovery is dependent on 9-1-1 call routing and as such, these funds cannot be recovered in advance of the cut-over of live 9-1-1 traffic.

Section 4. Tariffs Govern. The E9-1-1 Tariff is incorporated herein and made part of this Contract and is binding on both Parties. Notwithstanding any other provision of this Contract, in the event of a conflict between the E9-1-1 Tariff and this Contract, the E9-1-1 Tariff shall control.

Section 5. Availability, Reliability and Responsiveness. The E9-1-1 Service will be available 24 hours a day, 7 days a week, 365 days a year. PFN will make every reasonable

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commercial effort to insure that every E9-1-1 call delivered to the Network for delivery under E9-1-1 Tariff is delivered to the PSAP as directed by the County. PFN's goal is to have the Network deliver at least 99.999% of the E9-1-1 calls delivered to the appropriate PSAP or answering device. PFN will monitor the Network (24/7/365) and respond to an emergency condition, whether determined by its own monitoring or upon notification by the County or an impacted PSAP, within no more than thirty (30) minutes of becoming aware of such emergency condition. Emergency Condition, as used in this Contract, is defined as any degradation in the E9-1-1 Service, perceived malfunction of the E-91-1 Service, or failure of the E9-1-1 Service observed by an end user, PSAP, or the County ("Emergency Condition").

Section 6. Maintenance of Network and Equipment. PFN is solely responsible to operate and maintain the Network and Equipment used to deliver the E9-1-1 Service to the County and the PSAPs in the 9-1-1 service district. The County will be billed for maintenance outside the charges for the services ordered under the E9-1-1 Tariff and not set forth in Attachment B. The County is responsible to maintain its equipment (including CPE) used to provide E9-1-1 Services.

Section 7. Operational Workflow Management Procedure. The Parties shall create a mutually agree to Operational Workflow Management Procedure ("Procedure"), in writing, thirty (30) Days prior to acceptance testing. This Procedure shall set forth the process of how the Parties will approach and conduct security management, incident management, problem management, and change management for all matters related to the Contract. This Procedure shall also designate a single point of contact, including phone number(s) and e-mail addresses for all matters related to the Procedure. The single point of contact shall be available 24/7/365. The Parties anticipate that this Procedure will need to be changed or modified during this Contract. This Procedure may be changed or modified in writing upon mutual agreement of the Parties. When changing this procedure the Parties do not need to amend the Contract as required by Section 3 of the Contract. If there are any conflicts between the Procedure and the Contract, the Contract shall control.

Section 8. Meeting. During this Contract PFN will meet with the County (or its designee) at least annually or more frequently as requested by the County to discuss any issues related to this Contract or the delivery of the E9-1-1 Service. If requested by the County (or its designee), PFN will immediately meet to discuss such issues.

Section 9. PSAP Equipment. The County and the PSAPs located in Oakland County will provide their own CPE for use in PSAPs and at off-site locations for Host CPE. This CPE: (i) must comply with Part 68 of the Rules of the Federal Communications Commission; (ii) must be configured so that it cannot extract any information from PFN other than Automatic Number Identification, Automatic Location Identification information, or other location identification during

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an in-progress 9-1-1 call or information provided as part of 9-1-1 call, and (iii) must comply with network interface specifications provided by PFN to allow the CPE and E9-1-1 Service to operate as set forth in the E9-1-1 Tariff. If the County does not comply with the network interface specifications, the E9-1-1 Service may not operate as specified in the E9-1-1 Tariff.

Section 10. P.A. 32 of 1986. The County and the PSAPs located in Oakland County may use the E9-1-1 Service in conjunction with the authority granted by 1986 P.A. 32 and 1989 P.A. 36.

ATTACHMENT A

The Contractor shall provide the Network with redundant geo-diverse call routing functional elements in Grand Rapids and Southfield, Michigan. The Contractor shall continually add functional elements and associated support features for the purposes of 9-1-1 Service routing in strategic locations if more PSAPs migrate to the Network. The initial PSAP CPE configuration is listed in Table 1. An overview of the NG9-1-1 (Diagram A) and Network (Diagram B and C) environment schematics are outlined within overview diagrams incorporated below.

PSAP Name	Street Address	City	Work Stations	Loop Speed
Auburn Hills Police Dept.	1899 N. Squirrel Road	Auburn Hills	4	10
Berkley Dept. of Public Safety	2395 Twelve Mile Rd.	Berkley	3	10
Birmingham Police Dept.	151 Martin St.	Birmingham	3	10
Bloomfield Hills Department of Public Safety	45 E. Long Lake Rd.	Bloomfield Hills	1.5	10
Bloomfield Township Police Dept.	4200 S. Telegraph	Bloomfield Hills	4	10
Farmington Hills Police Dept.	31655 W. 11 Mile Rd.	Farmington Hills	5	10
Ferndale Police Dept.	310 E. Nine Mile Rd.	Ferndale	2	10
Hazel Park Police Dept.	111 E. Nine Mile Rd.	Hazel Park	2	10
Madison Heights Police Dept.	280 W. Thirteen Mile Rd.	Madison Heights	4	10
Novi Regional	45125 W. Ten Mile Rd.	Novi	4	10
Oak Park Dept. Public Safety	13800 Oak Park Blvd.	Oak Park	2	10
Oakland County Sheriff Office	1201 N. Telegraph Rd., Bldg 47W	Pontiac	17	100
Oakland University	2200 Squirrel Road	Rochester	2	10
Oxford Police Dept.	22 W. Burdick	Oxford	2	10
Pontiac Police Dept. - Backup	110 E. Pike	Pontiac	6	10
Rochester Police Dept.	400 Sixth St.	Rochester	2	10
Royal Oak Police Dept.	221 E. Third St.	Royal Oak	5	10
Southfield Police Department	26000 Evergreen	Southfield	6	100
Troy Police Dept.	500 W. Big Beaver	Troy	5	100
Waterford Twp. Police Dept.	5150 Civic Center Dr.	Waterford	5	10
West Bloomfield Police Dept.	4530 Walnut Lake Rd.	West Bloomfield	5	10
White Lake Twp. Police Dept.	7525 Highland Rd.	White Lake	2	10

Table 1: Initial PSAP CPE Configuration

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ESRP and NG routing functional elements

The E9-1-1 Service includes, but is not limited to, the Emergency Service Routing Proxy (ESRP), Emergency Communication Routing Function (ECRF), NG-ALI, Session Border Controller (SBC), Legacy PSAP Gateway (LPG), a mutually agreed upon Text to 911 solution, MEVO disaster recovery systems, and other i3 functional elements required to receive, route, monitor, manage and distribute emergency request within a NG9-1-1 environment (see Diagram A).

Network Functional Elements

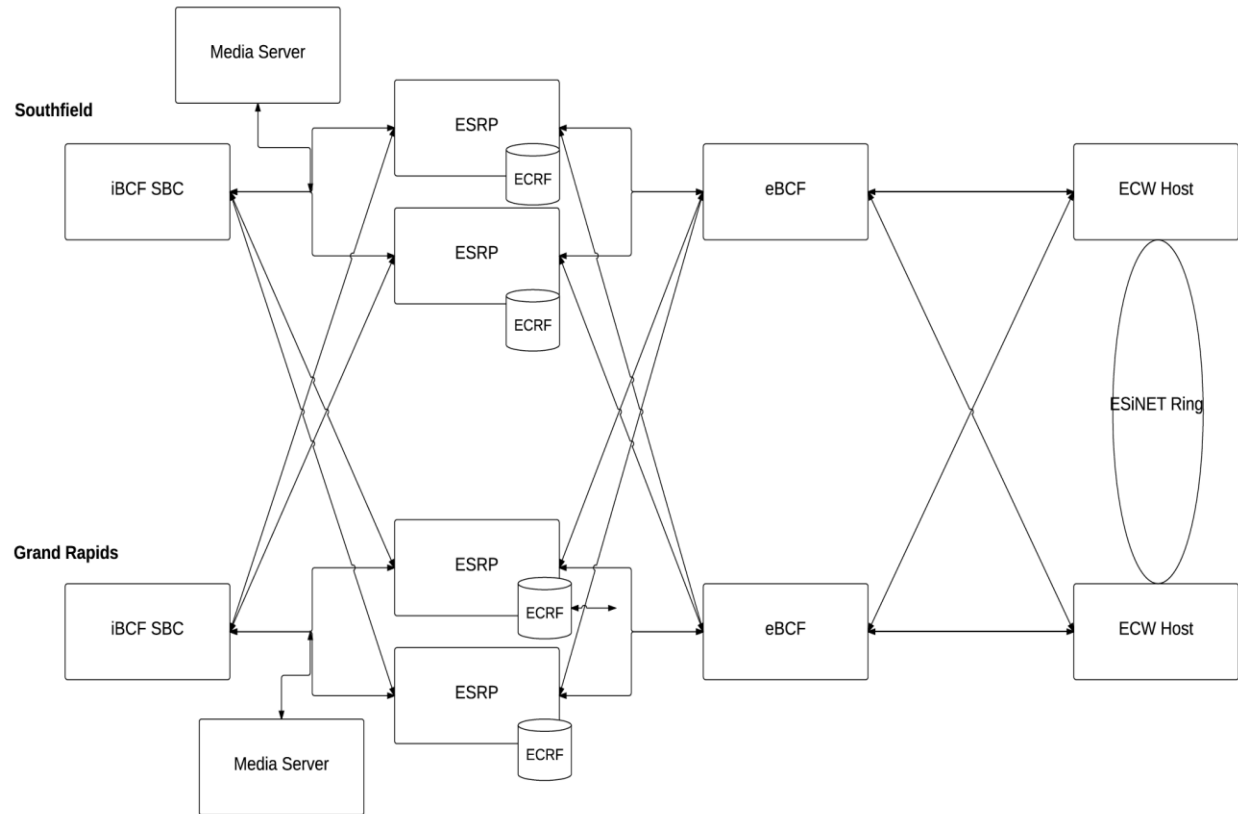


Diagram A

Database services

Grand Rapids and Southfield datacenters shall be the primary call processing locations for the County.

Contractor shall provide and maintain all required ALI database functions. Moves, adds, and changes to telephone users will be updated by service providers into the Contractor's database

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system. Service providers upload ALI changes at least once every 24 hours. Contractor then scrubs the changed database records and verifies that the record is MSAG compliant. Once the record is considered compliant it is uploaded into the ALI database. All ALI change or update requests should be made through the Contractor's customer care center or electronic ticketing methodologies.

Contractor will first attempt to resolve all carrier record discrepancies with the carrier directly. Secondary, the Contractor will coordinate with the County and Carrier to resolve MSAG and addressing issues, acknowledging that the County is the sole addressing authority.

CPE infrastructure

Contractor shall construct the Network to all sites designated by the County and shall provide Layer 2 Transparent LAN Service over these connections. The two (2) data centers will have dual diverse fiber connections. Redundant geo-diverse fiber connections will also be provided at the designated "high capacity sites", identified as Oakland, Southfield, and Troy PSAPs. Remaining remote sites will have a single fiber with backup commodity IP connections configured for Transport Layer Security (TLS), unless otherwise requested and ordered by the individual PSAP. Additional costs may be associated with such an order and would be payable by the County.

All sites will have broadband Internet connections providing the backup connection into the Network. Contractor shall provide the network equipment required to provide the Layer 3 network including interworking the remote site VPN connections into the Layer 2 network.

The Contractor shall support the implementation and operation of the CPE deployment by working with the County approved CPE provider and by doing the following:

- Providing the applicable broadband service for the CPE provider's Virtual Private Network (VPN) for remote monitoring, support and troubleshooting connectivity;
- Identifying CAMA trunks, administrative lines and other PSTN connections in each PSAP at least 14 days prior to CPE installation start date;
- Identifying two (2) ALI circuit connections in one or more PSAPs at least 14 days prior to installation start date; and
- Provide connectivity to one or more network clocks.

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IP network termination

Contractor shall provide termination redundant Cisco routers (or equivalent) at each PSAP and datacenter served by the Network. The routers will be configured in conjunction with the County approved CPE provider to ensure proper routing and failover capabilities.

Data Centers for hosted controllers: Cisco ASR 1001X or equivalent

High Capacity PSAP Sites: Cisco 2901 or equivalent

Low Speed PSAP Sites: Cisco 1941 or equivalent

The Network shall provide a routing solution to meet the failover and redundancy needs of the County; specifically, protocols including BGP with BFD on the Network and a first hop router redundancy protocol (e.g. VRRP) on the LAN as designated by the County approved CPE provider.

Contractor shall provide redundant routers with separate copper IP Addressable Ethernet handoffs to be terminated into the redundant Ethernet switches provided by the County approved CPE provider. The redundant router address will be provided by the County approved CPE provider for all PSAP equipment furnished by the County approved CPE provider as the default gateway. The County approved CPE provider will employ Rapid Spanning Tree Protocol (rSTP) for Ethernet switch redundancy, as applicable.

To facilitate the quality of call audio, the Network will support recognition and/or transmutation of the County approved CPE provider's IP Differentiated Services (DiffServ) tags from the LAN to the designated Quality of Service (QoS) technology used in the Network.

To accommodate the County approved CPE provider's Centralized Configuration Management (CCM) system, Contractor will provide DHCP forwarding (with Option 82) from the remote LANs to the CPE Host servers (unicast). The forwarding will be configured to support redundancy between the data centers.

Transfers

Contractor shall provide and maintain PSAP routing codes to facilitate network (router) transfers between agencies. Transfers will include location data of the originating caller.

Database

Contractor shall provide NG-ALI database system to support legacy ALI, Emergency Routing Database, and ECRF (i.e. GIS based routing) for the routing of Next Generation 911 services.

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Contractor shall add ESRKs for surrounding counties and agencies to facilitate transfers between agencies within and outside the county, if requested by the County.

Contractor shall provide a Private Switch ALI system (PS-ALI), allowing local businesses, other government entities, and other agencies the ability to update telephone numbers and location data to the 911 database system. Costs associated with providing the PS-ALI service local businesses, other governmental agencies and other agencies will be negotiated between the Contractor and 3rd party agency requesting the service.

MEVO

Contractor shall provide ManageExpress Virtual Office (MEVO) disaster recovery 9-1-1 phones at each PSAP listed in Table 2.1 and strategic backup locations as requested by the County. MEVO solution will include basic functions of 911 in the event of equipment outages. Basic functions include call delivery, ALI database delivery, call detail records, call recording, and call transfer capabilities.

Text to 9-1-1

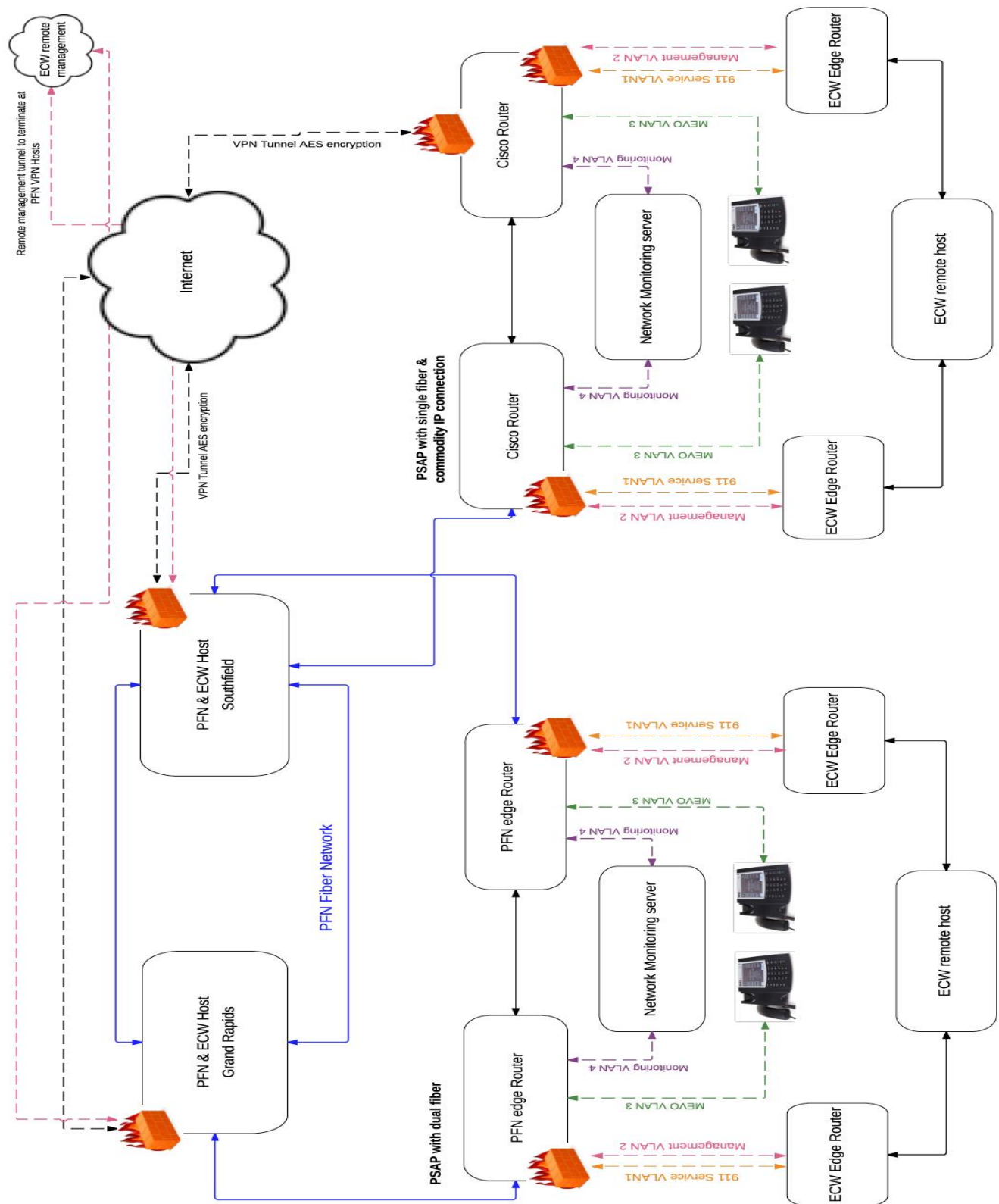
Contractor shall provide a text to 9-1-1 solution to accommodate text to 911 services for any participating PSAP wanting to provide the services. Text to 9-1-1 service includes a web application or browser based text services and the functionality to text from the PSAP to an operating SMS device. Contractor also supports direct 9-1-1 PSAP CPE integration with equipment manufactures support the J110 text to 911 standards, and shall provide required integration for this standard at no additional cost to the County or requesting PSAP. Contractor shall co-operate with each PSAP and the County approved CPE provider to determine the best interface for each PSAP.

Contractor shall provide and/or obtain Text Control Center (TCC) services to accommodate the Text to 9-1-1 solution deployed with the E9-1-1 Service.

Monitoring

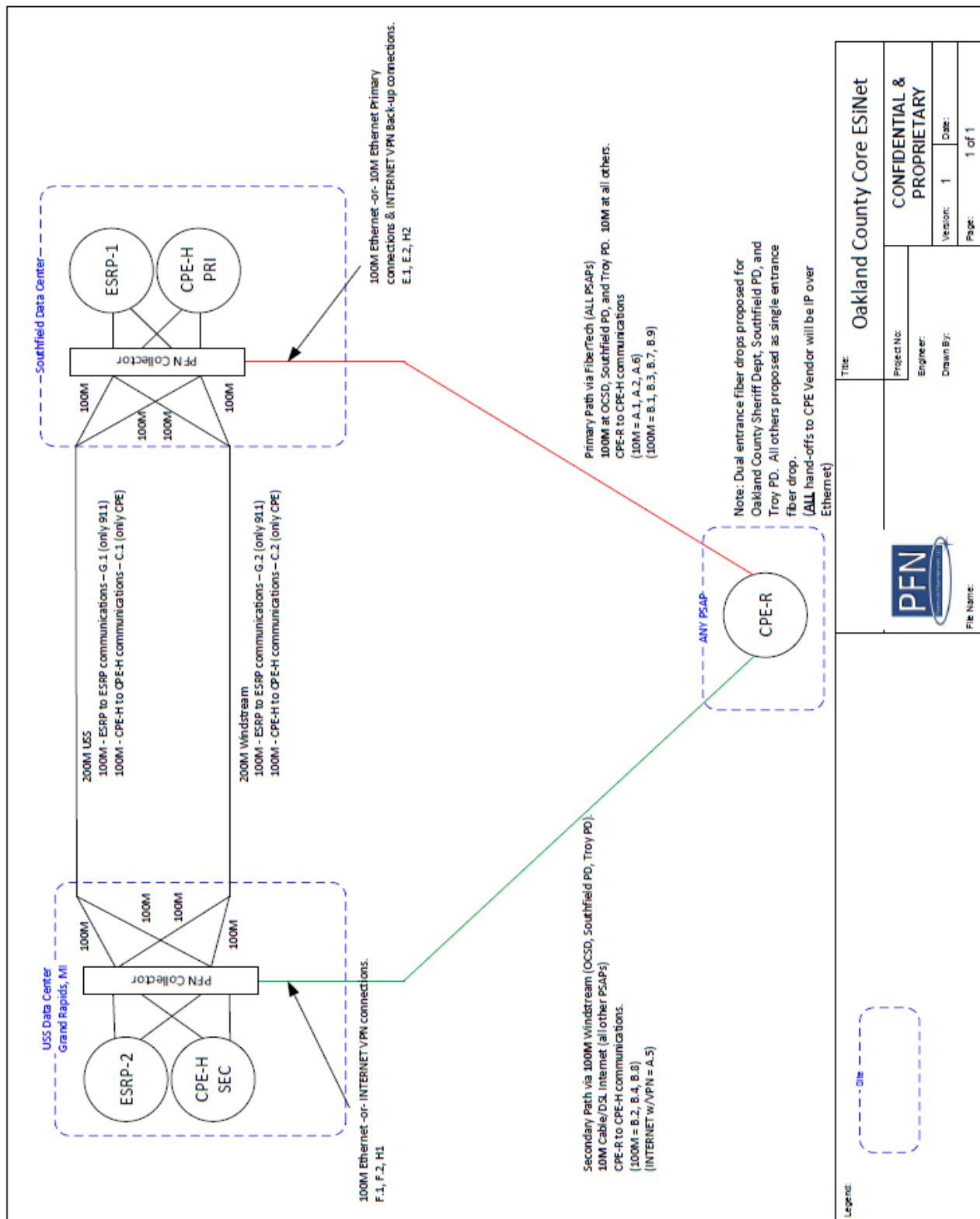
Contractor shall maintain and operate system monitoring capabilities for all Contractor provided equipment and software. Devices and applications such as routers, circuits, gateways, MEVO, bandwidth utilization, service continuity, text, and critical server applications will be monitored and maintained in accordance with state and federal law, rules, and regulations.

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Diagram B

This Attachment is exempt from disclosure under the Michigan Freedom of Information Act, MCL 15.243. This Attachment contains measures designed to protect the security and safety of persons and property in Oakland County, i.e., the design document for the Network over which E 9-1-1 Services will be provided.

Diagram C



This Attachment is exempt from disclosure under the Michigan Freedom of Information Act, MCL 15.243. This Attachment contains measures designed to protect the security and safety of persons and property in Oakland County, i.e., the design document for the Network over which E 9-1-1 Services will be provided.

OAKLAND COUNTY NETWORK COST RELATED TO CPE AND NG911



Description	Monthly Unit Price	CCF Discount	MPSC Allowed Shared and Common Cost Factor	Monthly Extended	Non Recurring Unit Price	Estimated Percent Recoverable	Extended Estimated Monthly Recoverable	Extended Estimated Monthly Non Recoverable	Extended Estimated Non Recurring Recoverable	Extended Estimated Non Recurring Non Recoverable
A 10 Meg Connection - Single Loop - per PSAP										
A.1 Port	\$ 725.00	25%	0.00%	\$ 543.75	\$ 775.00					
A.2 Transport	\$100.00	25%	0.00%	\$ 75.00						
A.3 ESRP Cross Link 1 (Unneeded)		25%	0.00%	-						
A.4 ESRP Cross Link 1 (Unneeded)	\$0.00	25%	0.00%	-						
Commodity Internet	\$109.00	0%	39.80%	\$ 152.38	\$ 200.00					
A.5 Loop	\$670.00	0%	39.80%	\$ 936.67	\$ 250.00					
Total 10 Meg Connection - Single Loop - per PSAP				\$ - 1,707.80 19	\$ 1,225.00 19	95%	\$ 1,622.41	\$ 85.39	\$ 1,163.75	\$ 61.25
Quantity										
Total 10 Meg Connection - Single Loop for RFP Configuration				\$ 32,448.20 19	\$ 23,275.00 19	95%	\$ 30,825.79	\$ 1,622.41	\$ 22,111.25	\$ 1,163.75
B 100 Meg Connection - Dual Loop - per PSAP										
B.1 Port A	\$ 725.00	25%	0.00%	\$ 543.75	\$ 775.00					
B.2 Port B	\$ 725.00	25%	0.00%	\$ 543.75	\$ 775.00					
B.3 Transport A	\$ 400.00	25%	0.00%	\$ 300.00						
B.4 Transport B	\$ 400.00	25%	0.00%	\$ 300.00						
B.7 Loop A	\$ 1,000.00	0%	39.80%	\$ 1,398.02	\$ 250.00					
B.8 Loop B	\$ 1,000.00	0%	39.80%	\$ 1,398.02						
B.9 Construction Loop B	\$ -	0%	0.00%	\$ -	\$ 7,000.00					
Total 100 Meg Connection - Dual Loop - per PSAP				\$ - 4,483.54 3	\$ 8,800.00 3	95%	\$ 4,259.36	\$ 224.18	\$ 8,360.00	\$ 440.00
Quantity										
Total 100 Meg Connection - dual loop for RFP Configuration				\$ 13,450.62 3	\$ 26,400.00 3	95%	\$ 12,778.09	\$ 672.53	\$ 25,080.00	\$ 1,320.00
C CPE Connection for RFP Configuration (Host to Host)										
C.1 Path 1 - 100 Meg	\$ 750.00	0%	39.80%	\$ 1,048.51	\$ 500.00					
C.2 Path 2 - 100 Meg	\$ 750.00	0%	39.80%	\$ 1,048.51	\$ 500.00					
Total CPE Connection for RFP Configuration				\$ 2,097.02	\$ 1,000.00	0%	\$ -	\$ 2,097.02	\$ -	\$ 1,000.00

OAKLAND COUNTY NETWORK COST RELATED TO CPE AND NG911



Description	Monthly	CCF		MISC Allowed Shared and Common Cost Factor	Monthly	Non Recurring		Estimated	Extended		Estimated	Extended		Estimated	Extended	
	Unit Price	Discount	Cost		Extended	Unit Price	Cost	Percent Recoverable	Monthly Recoverable	Estimated Monthly Recoverable	Non Recoverable	Non Recurring Recoverable	Non Recurring Recoverable	Non Recurring Recoverable	Non Recurring Recoverable	Non Recurring Recoverable
D Common NG 911 Network Element for RFP Configuration																
D.1 ESRP Services (See detail cost on Tab 2)	\$105,854.19	0%	39.80%		147,986.13											
E PFN Network Collector A - 100 Meg																
E.1 Port	\$ 725.00	25%	0.00%		543.75											
E.2 Transport	\$ 100.00	25%	0.00%		75.00											
F PFN Network Collector B - 100 Meg																
F.1 Port	\$ 725.00	25%	0.00%		543.75											
F.2 Transport	\$ 100.00	25%	0.00%		75.00											
G1 ESRP CROSS CONNECT - 100 Meg	\$ 2,335.00	0%	39.80%		3,264.37											
G2 ESRP CROSS CONNECT - 100 Meg	\$ 2,335.00	0%	39.80%		3,264.37											
Total Common NG 911 Network Element for RFP Configuration					<u>\$ 155,752.37</u>					<u>\$ 155,752.37</u>				<u>\$ 3,100.00</u>		
Collocation Charges																
Southfield Rack and Power (CPE)	\$ 1,400.00	0%	39.80%		1,957.23											
Southfield Rack and Power (ESRP)	\$ 1,400.00	0%	39.80%		1,957.23											
Southfield Cross Connect to Fiber Tech (CPE)	\$ 500.00	0%	39.80%		699.01											
Southfield Cross Connect to Fiber Tech (ESRP)	\$ 500.00	0%	39.80%		699.01											
Grand Rapids Data Center Rack and Power (CPE)	\$ 1,400.00	0%	39.80%		1,957.23											
Grand Rapids Rack Power (15 amps)																
Grand Rapids Data Center Cross Connect to Fiber Tech	\$ -	0%	39.80%		-											
Grand Rapids Rack and Power (ESRP)	\$ -	0%	39.80%		-											
H PFN internet Port for ECW Monitoring (1 port)	\$ 109.00	0%			109.00											
H.1 PFN internet Port for ECW Monitoring (1 port)	\$ 109.00	0%			109.00											
H.2 Total Collocation Charges for RFP Configuration					<u>\$ 7,487.71</u>					<u>\$ 4,500.00</u>				<u>\$ 2,500.00</u>		
Dedicated Oakland NG 911 Network Personnel (1/2)	\$ 7,467.00	0%	39.80%		10,439.01											
Start up Cost of Oakland NG911 included shared and common cost. If recoverable, will recover from pool over five years																
Project Coordinator																
Legal																
Colo - use before turn up																
Network - use before turn up																
ESRP Install Assistance & PSAP Cut Over																
Dedicated Oakland NG 911 Network Personnel (1/2)																
Three months additional time for payment of wireless																
Performance Bond - 2.0% of total contract per																
year, not available for five years	\$ 5,000.00	0%	39.80%		6,990.09											
TOTAL OAKLAND COUNTY NETWORK COST RELATED TO CPE AND NG911					<u>\$ 236,956.51</u>					<u>\$ 716,086.71</u>				<u>\$ 227,523.38</u>		
Annualized					<u>\$ 2,843,478.12</u>					<u>\$ 2,730,280.56</u>				<u>\$ 113,197.56</u>		

OAKLAND COUNTY NETWORK COST RELATED TO CPE AND NG911



Description	MPSC Allowed Shared and Common		Monthly Extended		Non Recurring Unit Price		Estimated Percent Recoverable		Extended Estimated Monthly Recoverable		Extended Estimated Non Recurring Recoverable		Extended Estimated Non Recurring Non Recoverable	
	Monthly Unit Price	CCF Discount	Cost Factor	Monthly Extended	Non Recurring Unit Price	Recoverable	Recoverable	Recoverable	Non Recurring Unit Price	Recoverable	Non Recurring Unit Price	Recoverable	Non Recurring Unit Price	Recoverable
Annualized Five Year Summary														
For first year of contract, only three months of NG911 Service provided and plus admin use before turn up														
1st Year Total				\$ 3,559,564.83										
2nd year Total				\$ 2,843,478.12				\$ 3,406,004.48		\$ 153,560.35				
3rd year Total				\$ 2,843,478.12				\$ 2,730,280.56		\$ 113,197.56				
4th Year Total				\$ 2,843,478.12				\$ 2,730,280.56		\$ 113,197.56				
5th Year Total				\$ 2,843,478.12				\$ 2,730,280.56		\$ 113,197.56				
Other costs internal and incurred to the PFN network for 911 services may be included in the final cost study reported to the Technical pool				\$ 14,933,477.31										

Cost Recovery Mechanism:

At the time of this proposal, we believe that 95% the costs on this spreadsheet will be recoverable through the 911 Technical Pool and State of Michigan Wireless Fund. However, we will not have an absolute answer to this until we have a fully approved cost study for this project. We believe the split between the Technical Pool and the State Wireless Fund to be apx 17% and 83% respectively, but this will depend on your call type distribution.

Minimal circuit monthly recurring charges (originating from lines A.5, B.7, B.8) upon full deployment of PSAPs listed in Attachment A, Table 1 = \$18,730.

ESRP Pricing Detail

(Summarized in Line D.1 above)

Line	Description	QTY	Item Price	Total
5	Hosted dual SIP ME ESRP	91.5	\$274.66	\$25,131.39
6	Hosted PSAP toolkit	91.5	\$37.50	\$3,431.25
7	Hosted ANI/AU RTU MEVO Backup system	91.5	\$90.81	\$8,309.12
8	Hosted Network Sentinel Reporter	91.5	\$9.98	\$913.17
9	Hosted AU database per 1000 records	1202	\$41.13	\$49,438.26
10	Hosted Legacy Node Gateway/redundant	0	\$0.00	\$0.00
11	Hosted Outbound text services per 1000	1202	\$8.00	\$9,616.00
12	Hosted Inbound text services per 1000	1202	\$7.50	\$9,015.00
Total Monthly				<u>\$105,854.19</u>



ESRP Pricing Detail

line	description	QTY	item price	total
5	hosted dual SIP.ME ESRP	91.5	\$274.66	\$25,131.39
6	hosted PSAP toolkit	91.5	\$37.50	\$3,431.25
7	hosted ANI/ALI RTU MEVO Backup system	91.5	\$90.81	\$8,309.12
8	hosted Network Sentinel Reporter	91.5	\$9.98	\$913.17
9	hosted ALI database per 1000 records	1202	\$41.13	\$49,438.26
10	hosted Legacy Node Gateway redundant	0	\$20.00	\$0.00
11	hosted Outbound text services per 1000	1202	\$8.00	\$9,616.00
12	hosted Inbound text services per 1000	1202	\$7.50	\$9,015.00
13	Monthly			\$105,854.19