



MASTER AGREEMENT #030425
CATEGORY: Public Safety Software
SUPPLIER: Carbyne, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Carbyne, Inc., 45 W. 27th Street, Floor 2, New York, NY 10001-7065 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 17, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #030425, Category 3. Comprehensive Solutions, to Participating Entities. In-scope solutions include:
 - a) Category 1. Public Safety Response – Agency Situational Awareness, including but not limited to:
 - i) Incident command and management (incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.);
 - ii) Mapping (vertical location, indoor, outdoor);
 - iii) Asset tracking and location (personnel, vehicles, controlled substances, equipment, etc.);
 - iv) Community notifications (evacuations, minor crime reporting, shelter in place, etc.);
 - v) One-to-one and one-to-many collaboration and coordination (SMS, push to talk, video, voice, etc.); and
 - vi) Public safety focused data and analysis applications, to include but not limited to video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration.
 - b) Category 2. Public Safety Response – Agency Operations, including but not limited to:
 - i) Pre-incident planning software, such as:
 - (1) Fire prevention related inspections and enforcement;
 - (2) Operational management (scheduling, training, compliance, etc.); and
 - (3) Data analytics to inform staffing, deployment, station location, budget, and other management decisions.
 - ii) Incident/post-incident software, such as:
 - (1) CAD, RMS for law enforcement, fire, and EMS;
 - (2) Electronic Patient Care Reporting (ePCR) and data transfer to hospitals;
 - (3) Digital and physical evidence management;
 - (4) E-citation systems; and
 - (5) Law enforcement case management
 - c) Category 3. Comprehensive Solutions

- i) Solutions that offer at least one (1) or a combination of solutions from BOTH Category 1 and Category 2 above.

Complimentary equipment, accessories, and services must be directly related to the offering of systems or solutions described in sections 7)a) – c) above. Software platforms or solutions should be able to integrate with a broad range of other software and hardware solutions to improve and/or expand agency capabilities. Sourcewell IS NOT looking for artificial intelligence (AI) customization, but public safety software with existing AI capabilities is eligible.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are, at the time of delivery, free from material defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the product documentation of the Included Solutions.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
 - ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all

suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any negligent or intentional act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes such negligent or intentional acts or omissions by the Supplier or its agents or employers which result in injury or death to person(s) or property. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing and Supplier's website until the next regularly scheduled update). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve

the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

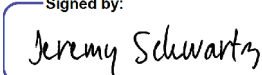
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

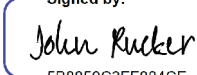
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Carbyne, Inc.

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/25/2025 | 2:16 PM CDT

Signed by:

By: 5B8850C3FF884CE...
John Rucker
Title: CFO
Date: 7/25/2025 | 10:13 AM PDT

RFP 030425 - Public Safety Software

Vendor Details

Company Name: Carbyne Inc.
Address: 45 W 27th St.
New York, NY 10001
Contact: Cara Vermillion
Email: salesops@carbyne.com
Phone: 303-957-7097
HST#:

Submission Details

Created On: Wednesday February 05, 2025 13:48:44
Submitted On: Tuesday March 04, 2025 13:52:28
Submitted By: Cara Vermillion
Email: salesops@carbyne.com
Transaction #: 32d16f7d-7806-4691-b0d5-5588ed1cd556
Submitter's IP Address: 147.243.203.240

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Carbyne, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Not applicable.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	WDJLB1WTA6H6	*
5	Provide your NAICS code applicable to Solutions proposed.	561421 513210	
6	Proposer Physical Address:	45 W 27th Street, Floor 2 New York, NY 10001-7065	*
7	Proposer website address (or addresses):	www.carbyne.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	John Rucker, CFO johnr@carbyne.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Cara Vermillion, Senior Sales Operations Team Manager carav@carbyne.com 303.957.7097	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Scott Lewis, Regional Sales Manager scottl@carbyne.com Thomas Marsh, Regional Sales Manager thomasm@carbyne.com	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Carbyne is the #1 provider of cloud-native emergency call handling solutions, featuring patented live caller video, on-demand pinpoint caller location, silent instant messaging, and much more - all delivered via a state-of-the art cloud-native architecture. Carbyne innovations such as transcription, translation, call triage, responder connect, video board, wallboards, analytics, and more help customers save time, save money, improve safety, and surpass their KPIs.</p> <p>Our History Carbyne was founded by Amir Elichai in 2015, following a personal traumatic experience where he was robbed on a beach. Unfortunately 9-1-1 had challenges finding him and gathering key details. This prompted him to disrupt the existing emergency collaboration technology ecosystem. Nine years later, Carbyne employs approximately 200 people worldwide.</p> <p>Foundation of Our Vision Emergency communication has historically struggled to keep up with modern technology. We can order a car with our phones, video chat with our families and text with anyone around the world. Yet we are not able to do any of those things when personal safety is on the line. So, Carbyne did something about it. We decided to not just fix the gaps in modern technology in public safety, but to constantly improve it with ongoing updates so urgent communications never become stagnant again. We call it relentless innovation. Our technology is built in the cloud for quick solutions, fast integrations, and critical redundancy using an interface that keeps call management top of mind. Through the power of one platform, Carbyne enables call centers to collect and quickly distribute information.</p> <p>Carbyne's Qualifications Carbyne is proven at scale, covering 150 million people, processing 160 million geolocations annually, delivering 87% faster caller location, and driving 300% higher video usage year over year. Since deploying Carbyne APEX, Carbyne customers have been able to exceed national standards (>90%) for calls answered within 15 seconds despite over 30% increase in call volume year over year.</p> <p>A large PSAP customer recently published that since deploying Carbyne APEX they have been able to exceed national standards (90.68%) for calls answered within 15 seconds or less even with a 32% increase in call volume year over year. Visit Carbyne's YouTube Channel for customer testimonials and more.</p> <p>Carbyne has been at the forefront of revolutionizing emergency services, and our previous successes in large PSAP deployments underscore our ability to navigate complex systems and deliver robust, cutting-edge solutions. In partnership with WSC 911 we look to exceed agreed-upon timelines, ensuring a seamless and efficient transition to our emergency call handling platform. Our experience in similar projects such as RioCog and New Orleans attests to our understanding of the unique challenges and requirements that Panhandle 911 call handling demands. Our commitment to quality is unwavering, with a focus on utilizing our Carbyne Cloud Native Technologies to enhance emergency response capabilities.</p>	*
12	What are your company's expectations in the event of an award?	<p>Carbyne anticipates promoting the awarded Sourcewell contract to our prospective customers as a means to shorten the buying cycle.</p> <p>Upon contract award, Carbyne will develop and deliver Sourcewell contract training for our customer facing team to ensure complete and accurate promotion of the contract. Carbyne will also develop co-branded marketing materials such as flyers and a website for Sourcewell to review and approve for publication.</p> <p>Carbyne currently has over 50% of our customer contracts associated with a cooperative agreement. Holding a Sourcewell contract will continue to build on our success in the cooperative agreement space.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	As a privately held company, Carbyne does not share financial statements. Attached to our response is a bank reference letter and DUN & Bradstreet report.	*
14	What is your US market share for the Solutions that you are proposing?	Carbyne has been focused on providing solutions to primary and secondary public safety answering points. Our current market share is less than 5%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Carbyne currently does not serve the Canadian market, but we are looking to expand into the Canadian market with interested Sourcewell Participating Entities.	*

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Carbyne is not currently or has ever filed for bankruptcy.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Carbyne is best described as a (b) manufacturer or service provider Carbyne currently employs approximately 200 associates worldwide. Our direct sales force includes approximately 25 associates. Carbyne's partner team currently consists of approximately 15 associates who support a large number of resellers, distributors, and integration partners who employ their own sales teams who are promoting Carbyne products and services.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Carbyne has not been suspended or debarred by the United States government or any state or local government.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2024 - APCO International - GOLD Corporate Partner 2023, 2022 & 2017 - APCO Award 2022 - Business Intelligence Group - Big Awards for Big Business 2022 - Spirit of CPRA Award - California Public Safety Radio Association 2022 - Gold Level Sponsorship - in Appreciation of Continued Support of International CAD Consortium 2022 - Astors American SecurityToday - Carbyne APEX Cloud Native Mission Critical Call Management - Best Public Safety Workforce Management 2018 - Astors American SecurityToday - Platinum Award Winner: Best Mobile Technology Product 2017 - Astors American Security Today - Platinum Award Winner: Homeland Security Awards Best Emergency Response for Fed/State/Local Government 2017 - Astors American Security Today - Leadership & INnovation in Homeland Security 2017 - APCO International - Bronze Corporate Partner California State Sheriff's Association - Corporate 100 Partner	*
21	What percentage of your sales are to the governmental sector in the past three years?	84% of Carbyne's current Revenue base is Government entities (i.e. cities, counties, municipalities, DOT)	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 1% of Carbyne's Revenue base is from the education sector, however this is expected to grow in 2025 through implementation at colleges and universities in the U.S. and abroad.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	HGACBuy(Contract # EC07-23) - 2023 - \$776,246; 2024 - \$1,050,972.78 NPP Gov(Contract # PS20300) - 2023 - \$739,358.52; 2024 - \$764,108.99 TX DIR (Contract # DIR-CPO-4717) -2022 - \$360,000; 2023 - \$551,279.97; 2024 - \$478,560.00	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not applicable	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Orleans Parish Communications District	Karl Fasold, Executive Director	karlf@911nola.org	*
Guernsey County Sheriff's Office	Jeff Hannon, Communications Supervisor	(740) 439-4455	*
Jefferson County Communications Center Authority	Kevin Biegert, Information Technology Director	(303) 539-9431	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	<p>Carbyne currently employs approximately 200 associates worldwide.</p> <p>Our direct sales force includes approximately 25 associates.</p> <p>Carbyne's partner team currently consists of approximately 20 associates who support a large number of resellers, distributors, and integration partners who employ their own sales teams that are promoting Carbyne products and services.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Carbyne is working with several nationwide and regional partners to provide a variety of our products and services. Carbyne is continuing to add to these partners each month, or as needed to support customers in particular regions. The profiles of these partners vary depending on the partnership established. They are broken down as follows:</p> <p>Direct Enterprise Partners Profile: Large-scale technology and network specialists with vertical market expertise Target Market: Large and small sized PSAPs throughout the Country Value Add: Industry-specific customization, implementation services, training and support services Support Structure: Dedicated partner managers, technical architects and 24/7 escalation paths Examples: AT&T, ConvergeOne</p> <p>Authorized Distributors and Smart Hands Partners Profile: Technology and network distributors with extensive industry relationships Role: Inventory management, logistics and smart hands (throughout the projects and day two, tier one support) Market Coverage: Nationwide/internal reach with localized fulfillment Value Add: Supply chain management and tier one support Examples: TeamSOS, ConvergeOne, WSC, Inc.</p> <p>Authorization Requirements Authorized Sellers must meet and maintain rigorous standards: Certification Program: Technical and sales certification required for all customer-facing staff. Demonstrated ability to pass background checks and CJIS Certification as required Business Planning: Annual business plans with quarterly reviews and adjustments Financial Requirements: Demonstrated financial stability and minimum revenue commitments Technical Capabilities: Maintained technical infrastructure for demonstration and support Customer Satisfaction: Ongoing measurement with minimum performance thresholds Ethics & Compliance: Adherence to our business conduct guidelines and applicable regulations</p>	*
28	Service force.	<p>Carbyne currently employs approximately 200 associates worldwide.</p> <p>Our direct sales force includes approximately 25 associates.</p> <p>Carbyne's partner team currently consists of approximately 15 associates who support a large number of resellers, distributors, and integration partners who employ their own sales teams that are promoting Carbyne products and services.</p>	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell Participating Entities will work closely with a Carbyne Regional Sales Manager and Solution Architecture to ensure our products and services address their needs. Once a mutually agreed upon solution is created, a Quote will be presented to the entity for signature. Once fully executed, the Carbyne Operations team will initiate the product implementation strategy detailed in our response.	*
30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	<p>Carbyne APEX deployments take a minimum of 6 months to complete. Project phases and timeframes can run in parallel and are broken out as follows:</p> <p>Phase 1 : Initiation - Initiation includes sales handover, internal and external kickoff meetings, team assignments and the preparation required to begin project work.</p> <p>Phase 2 : Data Collection - During Data Collection, the team conducts the Site Survey, finalizes the SOW and Project Plans, defines the Bill of Materials (BOM), orders circuits, BOM hardware/software and reviews requirements to deliver by cutover.</p> <p>Phase 3 : APEX Buildout - In the APEX Buildout phase, the professional services team configures the backend of the APEX platform according to the contract and requirements review.</p> <p>Phase 4 : PSAP Hardware - During the PSAP Hardware Phase Carbyne works with the PSAP regarding all required hardware that needs to be procured, staged, installed, and verified to ensure it meets minimum requirements.</p> <p>Phase 5 : Integrations - Because the Integration Phase requires the engagement of 3rd party vendors, Carbyne relies on the customer to conduct a handoff to the project team, authorizing all parties to collaborate directly for a smooth implementation. These activities begin early to allow all vendors enough development time as required.</p> <p>Phase 6 : Legacy E911 / ESINet Buildout - In this Phase, Carbyne engineers are finalizing the design and integration of the 911 traffic to the customer's APEX instance in the AWS GovCloud.</p> <p>Phase 7 : Last Mile Connectivity - Direct connect circuits or other connectivity agreed upon in the Statement of Work (SOW) are ordered and installed from the Points of Interconnect (POI) to GovCloud and back to the PSAP.</p> <p>Phase 8 : PSAP Deployment - All position-based hardware installation is completed including APEX installation on the workstations, headsets, speakers and testing end to end call flows, where possible.</p> <p>Phase 9 : Pre-Cut Preparation - This Phase consists of user training for admins and call takers to be comfortable with the system and ready for cutover. Monitoring and alerting is established and the customer is setup with Zendesk access to report/monitor incidents.</p> <p>Phase 10 : Cutover - Though cutover itself happens in one day, the week is devoted to final preparation, a Go/Go-No call the day before, and a few days of post cut support.</p> <p>APEX Rollout Plan by Carbyne Ops: QA tests/passed QA and is ready for production deployment Technical Documentation is sent internally and uploaded to Zendesk Carbyne Support reads to understand the Release Notes documentation Support validates the Release Notes match the technical documentation Carbyne Support conducts operational testing APEX platform is deployed across all internal. This latest APEX version is rolled out, after customer training is completed A gradual rollout starts (~50% of each PSAP is upgraded) Carbyne's readiness testing process, CART (Carbyne APEX readiness testing), is a robust testing process that checks each of the APEX features/functionality that will be utilized by our onboarding customers. This process is evaluated with every release to ensure new features/functionality are tested prior to each new implementation. The Carbyne Operations team works closely with development and product teams to understand how each new feature works. The testing steps are modified to incorporate these new items. Carbyne will do the same to ensure new features, functionality, and workflows are incorporated into the CART testing process. CART is generally conducted by Carbyne Professional Services Engineers and customer technical contact as part of the implementation process and prior to the final Go/No-Go call, but we do utilize partner project management resources when necessary. Furthermore, as part of our maintenance strategy, Carbyne conducts regular failover drills within its cloud services to ensure business continuity under a business impacting event.</p>	*

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customer Success</p> <p>At Carbyne, we are a trusted advisor and partner who stands by our customers. Our customer obsession philosophy is built around achieving our customers' goals with the help of subject matter experts who offer support every step of the way.</p> <p>Incident Management & Resolution Process</p> <p>We follow a structured multi-tier support model to ensure efficient handling of customer issues. Our Tier 1 - Network Operations Center (NOC) is responsible for initial troubleshooting, incident triage, and resolving at least 70% of all tickets proactively. More complex cases are escalated to Tier 2 - Technical Support Engineers (TSE), who investigate technical and product-related issues requiring deeper expertise. When necessary, the Tier 3 - Development & R&D Support team steps in to handle software bugs, infrastructure escalations, and system patches. This structured approach ensures rapid issue resolution while maintaining an effective knowledge transfer process.</p> <p>Carbyne Network Operations Center</p> <p>The Carbyne Network Operations Center (NOC) staff operates 24 hours a day, 7 days a week, 365 days a year to monitor and support 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>The 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>Customers can submit a Support Services ticket by contacting Carbyne as described below. The NOC will assign an initial tier of Support Services based on the information provided and will keep Customers informed of the repair status regularly until the ticket is closed.</p> <p>Customers can communicate with our Support Services team by:</p> <ul style="list-style-type: none"> Email (support@carbyne.com) Secure customer internet portal (ZenDesk) Phone: U.S. Support (24/7/365) - +1 (888) 246-5608 <p>Proactive Support & Monitoring</p> <p>A key focus of our customer service approach is proactive support, with 65% or more of customer issues identified before they impact operations. We leverage real-time monitoring and anomaly detection to continuously track system health and detect potential failures early. Additionally, we conduct regular health checks for APEX customer components installed by Carbyne. To enhance incident response, we have a dedicated Incident Manager ensuring immediate actions are taken for critical cases.</p> <p>Escalation & Outage Management</p> <p>For high-impact incidents, we follow a structured outage response plan, ensuring clear communication and rapid resolution. AWS failover protocols are executed within pre-defined timeframes, with leadership roles assigned for investigation and mitigation. Our approach prioritizes multiple impacted customers based on severity while maintaining transparency through internal war rooms, external status updates, and direct customer notifications.</p> <p>Additional information can be found in our Support Terms and Service Level Agreement for more details.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	For several years, Carbyne has focused our selling efforts in the United States. We have had great success with 84% of our revenue coming from customers who fit the Sourcewell participating entity profile. Carbyne is confident in our ability to continue to provide our products and services in the United States and are willing to promote the Sourcewell Public Safety Software contract to continue to gain market share.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Carbyne's cloud-native solutions utilize AWS Gov Cloud US. With AWS capabilities in Canada, Carbyne has the ability to serve and is willing to provide our products and services to participating entities in Canada.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Carbyne intends to support all geographic areas of the US, US territories with expansion into Canada when possible.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Not applicable	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Currently, there are no specific requirements or restrictions related to delivering Carbyne products and services to participating entities in Hawaii, Alaska, and/or US Territories. Carbyne will work with participating entities to ensure workstation hardware meets our standard technical requirements which includes items like RAM and memory recommendations for optimal solution performance.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. With 84% of Carbyne's current Revenue base is Government entities (i.e. cities, counties, municipalities, DOT), we are willing to extend terms of any awarded master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Carbyne's marketing strategy for promoting the Sourcewell Public Safety Software contract will be to highlight the competitiveness of this contract amongst other cooperative agreements on the market. With Carbyne's successful promotion of cooperative agreements, we are confident of our ability to promote and expand the Sourcewell Public Safety Software contract.</p> <p>Some of the activities Carbyne will do upon contract award is create and design a co-branded dedicated landing page for Sourcewell's review and approval for publication. Carbyne will also create and design a co-branded one-pager to be used for sell-in purposes (not public consumption). We will provide design services for any other mutually agreed upon co-branded materials. All materials will need to be approved by both Carbyne and the Cooperative.</p> <p>2025 Co-Marketing Plan</p> <p>Marketing Collateral (print, electronic, email, presentations)</p> <p>Develop co-branded one-pagers and marketing materials highlighting procurement benefits and solution integration.</p> <p>Website</p> <p>Create a dedicated co-branded landing page showcasing joint solutions, procurement advantages, and integration capabilities, including a lead generation form for demo requests.</p> <p>Trade Shows/Conferences/Meetings</p> <p>Align marketing efforts with partners at key industry events to maximize visibility and engagement.</p> <p>Digital Advertising</p> <p>Execute digital campaigns featuring co-branded content to increase brand awareness and lead generation.</p> <p>Social Media</p> <p>Collaborate with partners on LinkedIn, Facebook, Instagram, and X</p>	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Carbyne currently utilizes LinkedIn, Facebook, Instagram and X for social media outlets.	*
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Upon contract award, Carbyne's marketing team will develop content to begin promoting the contract. Content will include social media posts and other digital advertising.</p> <p>The Carbyne Sales Operations team will develop internal training materials to be incorporated into our go-to-market strategy.</p> <p>The Carbyne executive leadership team will be notified of the award and details of the contract to assist in promoting the contract with our sales team and prospective customers.</p> <p>The Sourcewell agreement will be incorporated into regularly scheduled sales training sessions and our onboarding curriculum.</p> <p>Updates to Carbyne's customer relationship management software will be made to incorporate the Sourcewell Public Safety Software contract into our workflows.</p>	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Carbyne currently does not offer an e-procurement ordering process due to the level of customization required for each project.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Carbyne offers a comprehensive product portfolio built on a multi-layered Software-as-a-Service (SaaS) platform that meets stringent cloud-computing standards and is i3 compliant. Carbyne created APEX as America's first cloud-native call management solution to enable emergency communications specialists to unify the flow of audio and data (video, chat, and map) into a single platform and, from the same platform, distribute essential information to first responders. The Carbyne portfolio is backed by a robust patent portfolio, leverages Artificial Intelligence (AI) and Natural Language Processing (NLP) technologies, and can be deployed in a fraction of the time taken by traditional call handling equipment deployments.</p> <p>Product Portfolio</p> <p>Contact Center Software</p> <p>APEX - Our cloud native contact center flagship product</p> <p>Universe - An over-the-top solution which allows customers to easily deploy Carbyne capabilities on top of legacy solutions</p> <p>API Services</p> <p>Connect - A unique B2B offering which allows businesses to protect customers and</p>	

employees at a minimal cost
 ECaaS - Emergency communications as a service, allowing companies to integrate Carbyne capabilities into their products
 Command & Control
 Bridge Desk - An integrated command and control system that collects, displays, and alerts on real time data from any organization

Platform Description

Carbyne is the leading emergency solution featuring patented live caller video, caller location, silent instant messaging, and much more, all delivered leveraging industry-leading secure cloud-native architecture. Key features of the Carbyne Platform include:
 Patented Live Video helps customers save time by triaging calls and doing more with less staff by getting eyes on the scene before sending personnel.
 Caller Location helps customers save time locating callers by quickly seeing their location on screen, so call-takers can send the right personnel to the right location at the right time.
 Instant Messaging can be invaluable to customers whether the caller is in an unsafe environment unable to speak, or simply trying to share a license plate number.
 The Cloud-Native Platform helps customers do away with bulky on-premise servers and other hardware. Our platform simply runs on standard laptops or desktop computers, leaving cloud technology to do the heavy lifting.
 Zero-Trust Security Architecture is an industry-leading security standard used to host our platform, to help ensure data is off-limits to hackers on the internet.
 In conjunction with Carbyne APEX and Universe solutions:
 Responder Connect enables sharing of live caller video and caller location with field responders for more effective and efficient emergency response.
 Control Center helps customers manage sites and users, as well as launch Carbyne applications such as Events History, Analytics, Wallboards, and more.
 Events History offers comprehensive records management capturing ongoing and recent calls with location, video, imagery, call transcripts, third-party intelligence data, and more.
 Video Board enables customers to visualize multiple emergency live streams simultaneously featuring audio-visual alerts, recent call playback, pinpoint caller locations, and more.
 Wallboard helps track Key Performance Indicators (KPI's) such as call handling times per queue visually on a centralized dashboard, as well as monitor call-taker status such as status (ready/busy), if they need assistance, and more.
 Analytics helps drive data-driven decision making throughout operations by providing predefined and personalized interactive dashboards, delivering mission-critical insights for executive leadership.

Universe Product Advantages & Capabilities

As a leading cloud-native emergency over the top handling solution trusted across four continents, Universe supports numerous capabilities (without the need to download an app) including the following:
 On-Demand Device Based Location – These services can be used to locate a caller calling from a mobile phone (providing current location as well as recent location breadcrumbs) whether calling to 9-1-1, 9-8-8, 3-1-1, or even a 10-digit admin number. This location service is initiated automatically on the engagement of a 9-1-1 call. When a caller dials a non-emergency number, Carbyne services can also be utilized to locate the caller. Examples include a lost person, a run-away child, a responder in need of back-up, and more.
 Enhanced Device Location Attributes – When obtaining device-based location, APEX provides the latitude and longitude of the caller, and the civic address, location accuracy, altitude, altitude accuracy, speed, and floor - taking the guesswork out of emergency response.
 Live Caller Video – Video from the caller's smartphone camera can be streamed live to the PSAP after the caller grants permission to use their camera.
 Images from the Caller – Still images from the caller's smartphone can be shared with the PSAP once the Carbyne session has been successfully initiated and the caller grants the necessary permissions.
 Silent Instant Messaging – Silent communication capability can be enabled which allows the caller to chat with the call taker using instant messaging, even if Text-to-911 infrastructure is not yet available. This can be useful when the caller is unable to or should not speak. Today, APEX is the only cloud-native emergency call handling solution deployed in multiple countries globally that provides this safety measure. A chat overlaying the video is unique to Carbyne. This feature is critical when callers are sharing video from the scene and need to chat and not talk or want to take snapshots while in video mode. All Carbyne messages arrive at the caller's device without any audible notifications.
 Responder Connect - Live caller video, caller location, and more are not only a game changer for call takers, but they can also give an invaluable eyes-on-the-scene perspective to field responders like police officers, firefighters, and paramedics to improve their safety and awareness prior to arrival. These capabilities can be added to APEX to improve the safety and effectiveness of emergency response.
 Predefined Messages in Chat – When using instant messaging with the caller, customers can take human error out of the equation by using predefined messages within APEX. These predefined phrases are customized for the PSAP which call takers can search for and select to save time and reduce typographical errors during an emergency.
 Full Incident Recreation – APEX makes available full incident recreation through the Events History service for after-analysis. We will store your data as long as your retention period

requires. See caller video, caller location history, instant messages, call transcripts, and more. Regular Complimentary Software Upgrades – With APEX, the time to the next software upgrade is a matter of weeks, not years. Best of all, these software upgrades are included at no extra cost.

Remote Work When Necessary – From COVID to unexpected demand surges to building repairs, there are a number of reasons why customers may need their workforce to work remotely. APEX provides the flexibility for the customer's team to work from any location of their choice, with Virtual Private Network (VPN) technology to ensure the safety and security of sensitive data.

Third Party IoT Intelligence Data – For greater situational awareness, APEX includes an Intelligence Pane where call takers can see enhanced ESInet Advanced Data Repository (ADR) data and third-party Internet-of-Things (IoT) data. When available, this includes caller profile, medical information, vehicle telematics, car-crash data, and more.

Imperial & Metric System Support - Based on the center's preference, APEX can display readings in Imperial (e.g. feet and mph) or Metric (e.g. meters and kph) units as desired.

APEX Product Advantages & Capabilities

As the leading cloud-native emergency call handling solution, APEX supports all of the same capabilities as Universe in addition to the following:

Two-Way Native Language Translation - Voice transcription and text language translation will assist call takers when receiving calls from non-English speaking visitors to the community. In addition, Apex will provide automatic translation of the call taker's speech from English to the caller's detected language.

Call Triage - Uses Natural Language Processing technology to communicate with callers via voice when call volume spikes. Numerous benefits include reduction of redundant and abandoned calls, decrease number of calls in queue, mitigate staffing challenges during peak times and most importantly, the ability to help the most urgent callers first.

Automated Abandoned Call Management - Streamlining the management of abandoned 9-1-1 calls by utilizing automation. The system will prompt the caller to either initiate an emergency call or to disconnect if the call was made in error.

Integrated Text-To-911 and TTY/RTT – With APEX, a unified chat pane consolidates messages from the caller sent via Carbyne instant messaging, Text-to-911, TTY (Teletype), and RTT (Real-Time-Text) to support callers with a speech or hearing impairment.

Closed Captioning – Whether the caller is a non-native English speaker or they are having a hard time accurately describing the situation to the call taker during their moment of panic, the closed captioning feature of APEX powered by Natural Language Processing (NLP) technology enables the call taker to confirm the caller's verbal statements and improve the speed of emergency response.

Advanced Analytics – APEX also serves three business needs including reporting, monitoring, and data-driven decision making through the Analytics service. Analytics include call volume, call answer time, queue ring time, abandoned calls, agent performance, and agent time statistics. This data can be visualized in pie charts, bar graphs, and tables on a per-queue basis when appropriate.

Remote Monitoring – APEX includes powerful remote monitoring capabilities without having to be physically next to the call taker. Supervisors can use whisper mode, barge mode, and full station mirroring (live video, instant messaging, caller location, and more) from the convenience of their office or remote work location.

Cloud-Native Emergency Call Handling - Never let the life-saving operations of a PSAP be interrupted by earthquakes, floods, fires, and other catastrophes. With APEX, customers get the industry leading cloud-native emergency call handling solution, ensuring they are always operational. APEX also features Zero Trust Architecture security so customers' sensitive data is off limits to hackers on the internet.

Region Failover – With APEX, as dictated by the customer, the platform is replicated across multiple geographically separated regions across the country. As a result, if a catastrophe impacts an entire region (e.g. east coast), APEX automatically detects these outages and resumes service from an entirely separate region (e.g. west coast). All that call takers have to do is log in to the system to resume their operations.

Automatic Call Distribution (ACD) – Achieve reduced call waiting time, faster call resolution, and increased productivity using Automatic Call Distribution (ACD) featuring skill-based routing within APEX. Call distribution methods include simultaneous call distribution (ring-all), most available agent (longest idle), and more. Turn on the auto-answer calls feature to route calls directly to the next available call taker automatically. These features help a PSAP comply with NENA's standard of 90% of calls answered within 15 seconds and 95% of calls answered within 20 seconds.

Call Conferencing and Attended Call Transfer – Seamlessly transfer incoming 9-1-1 emergency call information using APEX to a different PSAP configured in the system including ANI/ALI as well as ESInet i3 PIDF-LO (Presence Information Data Format - Location Object) and ADR (Additional Data Repository) data with enhanced stability in the event of network errors. Transfer methods also include SIP URI address (e.g.

sip:username@host:port)

Agent Assistance Alert – If a call taker requires assistance, they can immediately press a button on their APEX screen to virtually raise a hand without leaving their desk. The supervisor's station and the Carbyne Wallboard screen indicate the call taker's seat position on a map so they can provide prompt assistance to keep life-saving operations running without interruption.

Recorded Announcements – To keep callers informed when they call 9-1-1 or a non-

		<p>emergency line, APEX can play a recorded announcement repeatedly until the call is answered by a call taker. This recorded announcement can also be played when a call is parked via APEX.</p> <p>ESInet LoST Service Support – To support cross-jurisdiction emergency call transfers, APEX supports the ESInet LoST (Location to Service Translation) protocol, mapping the caller's device location to the agency responsible for that jurisdiction. If the call has to be transferred out to a neighboring jurisdiction, APEX displays dynamic speed dial options marked with a red dot for the call taker's convenience. If the call is being transferred in from a neighboring jurisdiction, APEX notifies the call taker accordingly.</p> <p>Instant Replay With Station Permissions – Review the specifics of a call that has ended recently, including video footage, voice call recording, closed captioning, and more without leaving the APEX user interface.</p> <p>Audio Input & Output Selection – To ensure an optimal call-taking experience, APEX can configure different audio input and output devices for a PSAP including call input device, call output device, and APEX audio (e.g. ringing, alerts, media playback).</p> <p>Light Pole Status Indicator - For centers that have light poles at each station with colored lights indicating a call taker's status (in a 9-1-1 call, on a radio call, available), APEX supports the ability to change the light pole colors dynamically.</p> <p>Audio Arbitration Box Integration - For centers whose multi-skilled call takers handle calls as well as radio dispatch, APEX features the Carbyne Audio Trigger Module (CATM) which relays call audio to the center's Radio Console Arbitration Box (RCAB) and to the call-taker's headset. CATM also notifies the RCAB of active/non-active call status to support audio arbitration between APEX and the radio.</p> <p>Multi-Jurisdictional Support - For emergency communication districts responsible for more than one jurisdiction, APEX can meet these needs by enabling cross-jurisdictional setup and collaboration.</p>	
43	Describe any technological advances that your proposed solutions offer.	<p>Our cloud native infrastructure offers the following technological advantages.</p> <p>Unmatched availability - Carbyne's architecture is hosted on the AWS GovCloud (US) instances in geographically diverse AWS GovCloud US-East and US-West regions. Carbyne utilizes a scalable cloud computing platform designed for high availability, resiliency, and self-healing capabilities leveraging 12 datacenters for continued operation and immediate scalability for emergency operations while offering an unmatched 99.999% uptime SLA guarantee for incoming calls. Helping to protect confidentiality, integrity, and availability of your systems and data is of the utmost importance to Carbyne as is maintaining your trust and confidence. The Carbyne platform is protected by industry best standards for Encryption, Authentication and Authorization by leveraging TLS 1.3, AES256, OAuth2.0, OIDC and WAF Solutions to ensure the strongest security posture.</p> <p>Flexible Connectivity Options - Carbyne offers multiple connectivity options to meet the high availability required in mission critical emergency communications. The options presented in this response are only examples of the available options offered.</p>	*
44	Demonstrate your solution's capabilities in data privacy, integrity, storage and protection standards, and the adherence of your products and services to applicable cybersecurity and industry standards, such as but not limited to the requirements of the Criminal Justice Information Services (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), etc.	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.	*
45	Describe your data backup and recovery solutions.	Carbyne's products are deployed in AWS GovCloud US as redundant active-active instances with high availability. Within the AWS GovCloud U.S. East and West regions (geographically diverse locations), six Availability Zones (specialized AWS data centers) host the APEX 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 (i.e., West). In this instance, network routing logic is updated, the APEX client applications are redirected, and existing calls are re-presented to the PSAP.	
46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	Carbyne has an open API (RESTful / JSON / JWT) that supports third-party software integrations.	
47	Describe any "green" initiatives that relate to your company or to your solutions, and include a list of the certifying agency for each.	Cloud-native technology eliminates the need for each customer agency to have on-premise equipment and associated energy costs, centralizing them to a more cost-effective data center which generates a lower carbon footprint per unit.	

48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable.	*
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Many solutions in the public safety industry are on-prem solutions that require a lot of expensive hardware or are on-prem solutions that have been converted to cloud hosted solutions. Sourcewell participating entities will benefit with Carbyne's cloud-native emergency call handling solutions, featuring patented live caller video, on-demand pinpoint caller location, silent instant messaging, and much more - all delivered via a state-of-the art cloud-native architecture. Carbyne innovations such as transcription, translation, call triage, responder connect, video board, analytics, and more help Sourcewell participating entities save time, save money, improve safety, and surpass their KPIs.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Carbyne offers flexible payment terms and accepts ACH, wire transfer, and check payment methods.	*

60	Describe any leasing or financing options available for use by educational or governmental entities.	Carbyne offers flexible payment terms, but does not offer leasing or financing options.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Standard transaction documents include a fully executed quote/sales order. Template APEX and Universe Quote documents are attached for review.	*
62	Explain your licensing process and the service agreements required of end users.	<p>The Carbyne solutions utilize a concurrent subscription licensing model. A proposed solution will include a concurrent subscription license count for the "Always Active Workstations" with software installed on all workstations or an allocated number of workstations. This model provides participating agencies with the flexibility to fully utilize all concurrent licenses during periods of normal capacity, and then scale up additional positions (up to the installed workstation count) during times of temporary increased demand or for backup / training purposes.</p> <p>A copy of Carbyne's Support Terms and Service Level Agreement is attached for review.</p>	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Carbyne does not currently accept P-card procurement.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Carbyne would like to extend a minimum 10% discount off MSRP to Sourcwell participating agencies. A draft of the Sourcwell 2025 Carbyne Catalog is attached for review.</p> <p>Pricing included in our catalog is not to exceed values.</p>	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	A draft of the Sourcwell 2025 Carbyne Catalog is attached for review.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Carbyne offers flexible discounts based on quantity and volume.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>For "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items", Carbyne proposes a cost plus 10% model.</p> <p>Pricing included in our catalog is not to exceed values. We have made every attempt to ensure the inclusion of as many "open market" items or "non-contracted items" as possible.</p>	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Carbyne has made every attempt to ensure the inclusion of as many costs of acquisition in our pricing submitted.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	As a SaaS vendor, most deployment activities will be remote. Any freight, delivery, or shipping is included in our costs. Our turnkey solutions ensure all costs are included on a project-by-project basis as outlined in our pricing.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As a SaaS vendor, most deployment activities will be remote. Any freight, delivery, or shipping is included in our costs including projects for participating agencies in Alaska, Hawaii, Canada or any offshore locations. Our turnkey solutions ensure all costs are included on a project-by-project basis as outlined in our pricing.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As a SaaS vendor, most deployment activities will be remote. Unique distribution and/or delivery methods or options are unlikely. Our turnkey solutions ensure all costs are included on a project-by-project basis as outlined in our pricing.	*

72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Carbyne's internal audit process is managed and maintained by the Sales Operations team who quotes all projects and self-reports all sales to our cooperative agreement partners. We designate all cooperative purchases in our customer relationship management tool and work closely with the Carbyne Finance team to ensure invoicing is in compliance with our cooperative agreements. We have successfully managed this process since 2022 when Carbyne was awarded our first cooperative contract and obtained our first participating agency for that cooperative agreement.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	As noted above, Carbyne's internal audit process is managed and maintained by the Sales Operations team who quotes all projects and self-reports all sales to our cooperative agreement partners. We designate all cooperative purchases in our customer relationship management tool and work closely with the Carbyne Finance team to ensure invoicing is in compliance with our cooperative agreements.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Carbyne proposes a 2% administrative fee.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please see Carbyne's 2025 Sourcewell Catalog.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A through 7D)

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	The Carbyne products included in this offer address several of the products requested in Category 1. Public Safety Response - Agency Situational Awareness software. Our entire Product Portfolio includes: Contact Center Software APEX - Our cloud native contact center flagship product Universe - An over-the-top solution which allows customers to easily deploy Carbyne capabilities on top of legacy solutions API Services Connect - A unique B2B offering which allows businesses to protect customers and employees at a minimal cost ECaaS - Emergency communications as a service, allowing companies to integrate Carbyne capabilities into their products Command & Control Bridge Desk - An integrated command and control system that collects, displays, and alerts on real time data from any organization	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Within Category 1. Public Safety Response - Agency Situational Awareness, Carbyne will specifically address: Mapping - Google Maps embedded in our platform Asset Tracking and Location - Bridge Desk Public safety focused data and analysis applications - Video, image and device based location are available through APEX and Universe. We also have an open API to support additional capabilities and technologies participating agencies may have contracted with other vendors. Within Category 2. Public Safety Response - Agency Operations Carbyne will specifically address subcategory: Digital and physical evidence management - Events History will store digital evidence related to each 9-1-1 call with video, image, and call transcription (if contracted).	*

Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☒ We will not be submitting for Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
78	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
79	Mapping	Vertical location, indoor, outdoor	<input type="radio"/> Yes <input type="radio"/> No		*
80	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
81	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
82	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
83	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	<input type="radio"/> Yes <input type="radio"/> No		*

Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP for further information.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☒ We will not be submitting for Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
84	Pre-incident planning software	Fire prevention related inspections and enforcement	<input type="radio"/> Yes <input type="radio"/> No		*
85		Operational management (scheduling, training, compliance, etc.)	<input type="radio"/> Yes <input type="radio"/> No		*
86		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	<input type="radio"/> Yes <input type="radio"/> No		*
87	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	<input type="radio"/> Yes <input type="radio"/> No		*
88		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	<input type="radio"/> Yes <input type="radio"/> No		*
89		Digital and physical evidence management	<input type="radio"/> Yes <input type="radio"/> No		*
90		E-citation systems	<input type="radio"/> Yes <input type="radio"/> No		*
91		Law enforcement case management	<input type="radio"/> Yes <input type="radio"/> No		*

Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

Line Item	Category or Type	Subcategory	Offered *	Comments	
92	Category 1 - Public Safety Response Agency Situational Awareness		<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - APEX & Universe	*
93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - APEX & Universe	*
94	Mapping	Vertical location, indoor, outdoor	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - Google Maps embedded in APEX & Universe	*
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - Bridge Desk	*
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - through radio arbitration integration with APEX	*
98	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - APEX & Universe provide the ability to share photos and video with telecommunicators	*
99	Category 2 - Public Safety Response Agency Operations		<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - APEX & Universe	*
100	Pre-incident planning software	Fire prevention related inspections and enforcement	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
101		Operational management (scheduling, training, compliance, etc.)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
105		Digital and physical evidence management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - APEX & Universe with Events History	*
106		E-citation systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
107		Law enforcement case management	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Carbyne Exceptions.docx - Tuesday March 04, 2025 13:46:55
 - [Financial Strength and Stability](#) - CARBYNE INC_creditinsightsreport_03032025.pdf - Tuesday March 04, 2025 13:47:02
 - [Marketing Plan/Samples](#) - Carbyne Support-Terms-Service-Level-Agreement-Support-Terms.pdf - Tuesday March 04, 2025 13:47:10
 - [WMBE/MBE/SBE or Related Certificates](#) - Carbyne Security, Compliance, and Architecture Whitepaper 2.0.pdf - Tuesday March 04, 2025 13:47:18
 - [Standard Transaction Document Samples](#) - Template_Carbyne Universe Quote.pdf - Tuesday March 04, 2025 13:48:37
 - [Requested Exceptions](#) - Template_US_Carbyne APEX Quote.pdf - Tuesday March 04, 2025 13:48:46
 - [Upload Additional Document](#) - Carbyne 2025 Catalog_Sourcewell_February 2025.pdf - Tuesday March 04, 2025 13:48:58

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Cara Vermillion, Senior Sales Operations Team Manager, Carbyne, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Public_Safety_Software_RFP030425 Mon February 24 2025 04:31 PM	<input checked="" type="checkbox"/>	4
Addendum_11_Public_Safety_Software_RFP030425 Fri February 21 2025 08:25 AM	<input checked="" type="checkbox"/>	2
Addendum_10_Public_Safety_Software_RFP030425 Wed February 19 2025 02:57 PM	<input checked="" type="checkbox"/>	2
Addendum_9_Public_Safety_Software_RFP030425 Wed February 12 2025 04:18 PM	<input checked="" type="checkbox"/>	2
Addendum_8_Public_Safety_Software_RFP030425 Mon February 10 2025 10:04 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Public_Safety_Software_RFP030425 Mon February 3 2025 04:39 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Public_Safety_Software_RFP030425 Fri January 31 2025 10:29 AM	<input checked="" type="checkbox"/>	2
Addendum_5_Public_Safety_Software_RFP030425 Wed January 29 2025 03:58 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Public_Safety_Software_RFP030425 Fri January 24 2025 11:47 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Safety_Software_RFP030425 Tue January 21 2025 02:21 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Public_Safety_Software_030425 Fri January 17 2025 03:35 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Safety_Software_030425 Fri January 17 2025 10:38 AM	<input checked="" type="checkbox"/>	1