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|--|---------------------------------|
| Date of Action: <u>6/26/17</u> | |
| Approved <input checked="" type="checkbox"/> | Denied <input type="checkbox"/> |
| By: <u>[Signature]</u> | |

CITY COUNCIL ACTION MEMORANDUM

AM No. 17-22: Contract Award to FATPOT Technologies, LLC in the amount of \$115,984 for a Police Dispatch Software Interface System.

Originator: Public Works Director

Date: June 13, 2017

Agenda of: June 26, 2017

| Route to: | Department Head | Signature | Date |
|-----------|-----------------------|--------------------|---------|
| X | Public Works Director | <u>[Signature]</u> | 6/13/17 |
| X | Police Chief | <u>[Signature]</u> | 6/13/17 |
| X | Finance Director | <u>[Signature]</u> | 6-13-17 |
| X | Deputy Administrator | <u>[Signature]</u> | 6/13/17 |
| X | City Clerk | <u>[Signature]</u> | 6/19/17 |

Reviewed by Mayor Bert L. Cottle: [Signature] 6/13/2017

Fiscal Impact: yes or no

Account name/number/amount:
 WWCN Project/Federal 110-4210-420.45-38 \$105,510
 WWCN Project/City 110-4210-420.45-39 \$ 10,474

Attachments: FATPOT Technologies Proposal (12 pages)
 NJPA Notice of Award (1 page)

Summary Statement: This contract award is proposed in accordance with WMC 5.08.100.B.8 to FATPOT Technologies through the National Joint Power Alliance where a competitive bidding procedure was used for this product and service. This software system will interface with the City of Wasilla's Tiburon CAD system in order to input CAD incident data into the Alaska Records Management System. This is part of the police dispatch upgrades that are being funded 90.97 percent through a federal grant. This contract award includes software maintenance for five years as follows:

| | |
|----------------------|------------------|
| Initial Product Cost | \$81,554 |
| Maintenance Year 2 | \$8,230 |
| Maintenance Year 3 | \$8,477 |
| Maintenance Year 4 | \$8,731 |
| Maintenance Year 5 | \$8,992 |
| Total | \$115,984 |

Staff Recommendation: Approve AM No. 17-22.

PRICING SCHEDULE

1. **STATEMENT OF WORK REFERENCE.** This Pricing Schedule corresponds with the “City of Wasilla, Alaska *fusionNOTIFY* Project” Statement of Work (SOW), revision May 4, 2017.

2. **STATEMENT OF WORK DELIVERABLES:** All deliverables in the Statement of Work are included in the price of \$81,554 USD as detailed below. The first year of technical services is included in this price.

| One-time Costs | | | | | |
|-------------------------------|---------|--|----------------|----------------|-----------------|
| Qty | Product | Description | Standard Price | Discount Price | Total |
| 1 | FNO-L | <i>fusionNOTIFY</i> Server License (Wasilla, AK) | \$31,650 | \$18,677 | \$18,677 |
| 1 | FCON-L | <i>fusionCONNECT</i> RMS Server License (ARMS) | \$31,650 | \$18,677 | \$18,677 |
| 1 | PS-FNO | <i>fusionNOTIFY</i> Implementation1 - Professional Services | \$18,375 | \$15,600 | \$15,600 |
| 1 | PS-CON | <i>fusionCONNECT</i> RMS Implementation - Development Services | \$43,790 | \$28,600 | \$28,600 |
| Standard Price Total | | | \$125,465 | | |
| Total Discounted Price | | | | | \$81,554 |

2.1. **Out of Scope Professional Services:** All professional services requested by the customer during this project that fall outside the scope of the referenced statement of work will be at a labor rate of \$1,200/day. All out of scope travel related expenses will be billed at cost plus 20%. Any day requiring travel to, travel from, or presence at or near the customer’s location will incur a full 8 hour day of labor for each person.

- a) All out of scope professional services will be agreed upon in advance in writing through a change order and will be billable to the customer immediately following the completion of the said professional services. The terms of payment are subject to terms of the Software Licensing Agreement.

3. **ANNUAL MAINTENANCE:** Fees for Licensing Renewals and ongoing 24/7/365 Technical Support (together constituting “Annual maintenance”) should be included in the customer’s future years’ budget

considerations. Annual maintenance is to be paid at the beginning of each renewal year. The annual maintenance schedule for this project is listed as follows:

| Annual Maintenance | | | | | |
|--|----------|--|----------------|----------------|-----------------|
| Qty | Product | Description | Standard Price | Discount Price | Total |
| 1 | FNO-MNT | <i>fusion</i> NOTIFY Server Annual Maintenance (Wasilla, AK) | \$6,330 | \$4,115 | \$4,115 |
| 1 | FPNO-MNT | <i>fusion</i> CONNECT RMS Annual Maintenance | \$6,330 | \$4,115 | \$4,115 |
| Base Annual Maintenance Cost | | | | | \$8,230 |
| Year one (begins at contract initiation) | | | | | Included |
| Year two (one year after contract initiation or 6 months after final acceptance, whichever is later) | | | | | \$8,230 |
| Year three (3% increase) | | | | | \$8,477 |
| Year four (3% increase) | | | | | \$8,731 |
| Each year thereafter (3% increase each) | | | | | (as calculated) |

4. **MILESTONES AND PAYMENTS.** The project timeline will approximately follow these milestones and payment terms. The specific timeline will be negotiated as needed. The Customer agrees to the following payment milestones terms.

| Software Licensing | | | | |
|---------------------------|---|---|-------------|----------|
| No. | Milestone | Description | Pct Pmt Due | Pmt Due |
| L1 | Contract Execution & Software License Certificate | Contract is fully executed and provided to all parties. A hard copy original software license certificate is delivered to the customer. | 50% | \$18,677 |
| L2 | Software Installation Complete | Software Installation Complete marks the completion of the system setup phase. Client software is delivered to the customer and connection to the server is demonstrated. | 50% | \$18,677 |
| Total Software Licensing: | | | 100% | \$37,354 |

| Professional Services | | | | |
|-----------------------|--|---|--------------|-----------------|
| No. | Milestone | Description | Pct. Pmt Due | Pmt Due |
| P1 | Project Kickoff Meeting | Meeting during which the project overview, deliverables, and schedule are presented. | 25% | \$11,050 |
| P2 | Implementation and Technical Capability Review (TRC) | Technical Capability Review (TCR) marks the completion of the Implementation Phase. | 25% | \$11,050 |
| P3 | End-to-End Testing | CAD information being successfully posted into ARMS marks the completion of this phase. | 25% | \$11,050 |
| P4 | Acceptance Testing Complete | Acceptance of the system as defined in the SOW marks the completion of this phase. Acceptance testing of usable test system is completed prior to deployment. | 25% | \$11,050 |
| Total: | | | 100% | \$44,200 |

4.1. Responsible Party. The responsible party for the milestone payments on this project and subsequent annual license renewals and maintenance will be:

City of Wasilla, Alaska
 Attn: Name, Accounts Payable
 Floor/Building
 Street address
 Wasilla, Alaska
 Zip Code
 Phone
 Email address

5. **OFFER EXPIRATION.** All offers in this Pricing Schedule, including pricing and the milestone payment schedule, expire June 30, 2017. Pricing and the milestone payment schedule must be renegotiated if this agreement is not executed by the above stated expiration date.

CITY of WASILLA, ALASKA *fusion*NOTIFY PROJECT STATEMENT OF WORK

Revision: May 4, 2017

1. **SOLUTION OVERVIEW.** This Statement of Work (SOW) entered into between the Parties stipulates that FATPOT will utilize the *fusion*NOTIFY implementation of their *fusion*PLATFORM system to interface with the City of Wasilla's TriTech/Tiburon CAD in order to input CAD incident data into the Alaska Records Management System (ARMS) provided by Niche.

FATPOT will acquire CAD data using its *fusion*CONNECT interface, post that data on a real-time basis into *fusion*NOTIFY which will then use Business Rules as defined by the City of Wasilla to post that data into ARMS. Agency cooperation in the development of the business rules for which data is captured, then posted, will be required. In order to post data into ARMS, FATPOT will create an interface utilizing the Software Development Kit (SDK) acquired from Niche. The SOW includes the professional services necessary to establish, test, and deploy the CAD-to-*fusion*NOTIFY-to-ARMS solution. The Customer in turn agrees to assist as needed to host a system applicable for the *fusion*NOTIFY software, establish network connectivity, administer system configurations, conduct testing, train, and assist in other ways that may be necessary.

2. ***FUSION*NOTIFY STANDARD FEATURES AND CAD TO RMS DELIVERABLES**

2.1. The features listed below are considered part of *fusion*NOTIFY's core functionality and the work associated is included with the *fusion*PLATFORM implementation.

2.2. Observations of CAD Incident Data

- a) *Fusion*NOTIFY is a version of the *fusion*PLATFORM that allows users to observe incidents and units from a CAD in order to obtain situational awareness as well as the ability to provide data elements necessary for input into ARMS based on Business Rules provided by the Customer.

2.3. Typical CAD Incident Data Provided:

- a) Agency name
- b) Call Type (Fire, EMS, Police)
- c) Call Nature (Accident, Structure Fire, Heart Condition, etc.)
- d) Call Priority (P1, P2, P3, etc.)
- e) Caller Name
- f) Caller Phone
- g) Street Address
- h) Apartment number
- i) Cross Street
- j) Location name (Central Park, County Library, etc.)
- k) City name
- l) Latitude/Longitude

- m) Alarm Level
- n) Radio Channel
- o) Zone (Response area name)
- p) Jurisdiction name
- q) Comments

2.4. Custom CAD Incident Data Supported: The customer has requested, and FATPOT has agreed, that the following additional CAD incident data fields will be supported in the Tiburon publish-only adapter and passed into the ARMS data subscriber adapter.

- a) Involved Person: This will be a single field containing the Alaska Driver's License number or some other meaningful ID field.
- b) Involved Vehicle: This will be a single field containing the vehicle's license plate.

2.5. CAD Interface: FATPOT will develop and implement a publish-only adapter from the Tiburon CAD system that will transfer relevant data from the CAD to the *fusion*NOTIFY platform.

2.6. ARMS Interface: FATPOT will develop and implement a data subscriber adapter from *fusion*PLATFORM that will transfer relevant data to the Niche ARMS system via Niche's published interface.

3. GENERAL ASSUMPTIONS

3.1. Data in Transit - The Customer will be responsible for the security of data in transit between the *fusion*PLATFORM and the integrated adapters and interfaces (e.g. CAD and the RMS system) by implementing practices acceptable to all participants (e.g. VPN tunneling, secure network circuits).

3.2. Data at Rest - The Customer will be responsible for the security of data at rest by way of physical security of the hosting location of the *fusion*PLATFORM.

3.3. COTS System - The *fusion*PLATFORM is a configurable Commercial-Off-The-Shelf (COTS) product. The Customer has evaluated the functionality and capabilities of the *fusion*PLATFORM system. Configuration changes and effort spent analyzing issues in the operation of the *fusion*PLATFORM environment will be performed as tasks under this SOW. Any customizations or enhancements to existing functionality may be requested through a change order process.

3.4. Supported Incident Fields – Only data fields from the Tiburon CAD that match the *fusion*PLATFORM data model will be eligible for transfer between the CAD to the RMS systems. Sections 2.3 and 2.4 of this SOW is a non-exhaustive list of these eligible data fields. If fields not listed in these sections are required, it may be deemed as out of scope and will be priced accordingly for consideration in a change order.

3.5. CAD Database Access – The customer will provide and facilitate read-only access to the entire Tiburon CAD database to FATPOT engineers for the purpose of developing the adapter described in section 2.5 of this SOW.

3.6. Supported Data Flow - Data will originate from the Tiburon CAD system and will then be transformed, formatted and sent to the Niche ARMS system via Niche’s published interface. Data flow will be one way only as described above with no requirements to read-in any values from the ARMS system or write-to the Tiburon CAD.

3.7. CAD Data Source - The originating data format and source for this CAD to RMS project will be provided exclusively by the Tiburon CAD adapter as described in section 2.5.

3.8. Stateless Assumption - It will not be necessary for the FATPOT application to maintain the state of any CAD event when processing the input of any CAD data from the Tiburon CAD interface. All necessary data needed to process a CAD event for purposes of this project will be provided as complete data sets when that CAD event’s data is extracted via FATPOT’s CAD adapter whether it be: the inception of a CAD event, an update of the CAD event, or the closing of a CAD event.

3.9. RMS Updates Assumption - It will not be necessary for any FATPOT application to maintain the state of any CAD event or RMS record when processing the output of any CAD data to the ARMS interface. The Niche interface will facilitate the receipt of all CAD updates by performing all necessary record creations and updates within their RMS system as well as handling record locking or data conflict issues that may occur within their RMS system.

3.10. Data Mapping Techniques - FATPOT recognizes the following data mapping techniques to be within the scope of this project. Any data mapping techniques beyond those described will have to be evaluated for complexity and determined if it can be considered within the scope of this project. If an additional technique not listed here is identified as a required technique, a change order may be needed in order to proceed.

- **SINGLE FIELD STRAIGHT PASSTHROUGH:** This is described as identifying a single source field and putting the literal value single destination field. An example of this would be mapping a person’s first name from the source to a field in the destination that is to contain the same first name.
- **SINGLE FIELD TRANSFORMED PASSTHROUGH:** This is described as the transformation of a data field from a single source field to a single destination field that is to hold the same meaning. An example of this would be moving a date/time stamp from the source to the destination but in different formats. (ex: Feb 1, 2012 -> 2012-02-01)
- **SINGLE FIELD VALUE-TO-VALUE MAPPING:** This is described as identifying a list of coded values from a single source field and outputting an interpreted value into a single destination field by running it through a defined translation table. An example of this would be translating a 2-character month value to a 3-character month value (ex: JA -> JAN, FE -> FEB, JU – JUN, JL -> JUL) or one proprietary code set to another. As is the case with all translation rules, SMEs identified in section 3 are responsible for providing FATPOT with these translations.
- **FIELD AGGREGATION:** This is described as identifying a group of source fields and using those values to construct a value to place in a single destination field. An example of this would be taking house number, street, apartment number, suite number and combining them into a single address field.
- **FIELD DIVERSION:** This is described as identifying a single source field and parsing it into multiple destination fields. An example of this would be taking an officer field that contains a badge ID plus an officer name and placing each component into two destination fields.

(Ex: 'B2314: JOHN MAYNOR' -> 'B2314' in one field and 'JOHN MAYNOR' in another field.)
 This technique can only be done within scope of this project as long as there is an identifiable and reliable way in which this can be programmatically implemented.

- **CASE CONVERSION:** By default, there will be no case conversion. Case conversion will only be considered if it is full upper case conversion or full lower case conversion. No title (or proper) case conversion will be performed without a full agreement that exceptions will not be considered. (Ex: McHenry)

3.11. Software Defects - Software defects, once confirmed, are managed through the acceptance criteria in section 9 in this SOW.

3.12. Background checks or clearance processes – The Customer will bear the costs of any background checks or clearance processes FATPOT employees may be subjected to in order to access agency sensitive data (either on site or by way of remote connection). FATPOT employees will provide the needed information (e.g. completed forms, fingerprints, identification, etc.) and provide them to the Customer in a timely manner. The Customer will expedite the processing of background checks and clearances to minimize project delays.

4. **TRAINING.** FATPOT follows a “Train-the-Trainer” approach to training. This method allows in-depth training to key individuals at each agency who will then provide training to the remainder of the users. FATPOT Technical Support will be available as a resource to agency trainers following established Technical Support procedures.

4.1. fusionPLATFORM Administrator Training - FATPOT will provide remote administrator training.

4.2. fusionNOTIFY User Training – FATPOT will work with Customer trainers to incorporate CAD-to-RMS functionality and processes into the Customer’s training courses for RMS/Database Administrators. However, since the methods for creating business rules surrounding CAD incident data is dependent upon the Customer, training is the responsibility of the Customer. It is expected that Subject Matter Experts (SMEs) will be sufficiently familiar with business rules and Customer ARMS requirements to conduct this training for their respective agency.

4.3. Training Documentation – Agency specific documentation of local sharing use cases and rules is the responsibility of the Customer.

4.4. Additional Training – Additional training may be provided as needed. Details of any additional training will be negotiated in a separate agreement.

5. **DOCUMENTATION.** This SOW provides a foundation for the *fusionPLATFORM* information and sharing project documentation. Detailed requirements will be determined during the discovery phase and recorded in the documentation listed below. It is agreed that all shared documentation can be exchanged in an electronic form, such as .PDF, .DOCX, .XLSX, etc.

5.1. Business Rules - The Customer will provide a list of Business Rules for data that needs to be captured from the CAD and posted into ARMS. This data might include types of incidents, status, nature, unit status, units, agencies, cities, and jurisdictions.

5.2. Test Scenarios – FATPOT and the Customer will agree upon a standardized list of tests for acceptance.

5.3. Training Documentation – Refer to Section 5.

5.4. Additional Documentation – Additional documentation will be created as needed.

6. CUSTOMER RESPONSIBILITIES.

6.1. Project Manager (PM) - The Customer will ensure that a representative is designated as its Project Manager. The PM's primary responsibilities will be to ensure that individuals and tasks identified in this section are carried out in order to complete the implementation in a timely fashion. The Project Manager may become the *fusion*PLATFORM Administrator following completion of the project.

6.2. Governance – The Customer will designate an administrative representative (or representatives) to address policy decisions related to this project as well as to support ongoing sustainability of the delivered system. This governance body must be identified early in the project in order to mitigate the risk of project delays due to policy decisions that may need to be addressed.

6.3. Subject Matter Experts (SMEs) - The Customer will ensure that representatives are assigned to serve as the Subject Matter Experts (SMEs) for all agencies that will be sharing information through this project. Ideally, this will be an ARMS Administrator or Database Administrator. The SMEs will be required to attend scheduled meetings and work sessions with FATPOT and the PM. Responsibilities include but are not limited to:

- a) Documenting incident data requirements
- b) Providing Business Rules
- c) Providing data layouts as they relate to ARMS
- d) Assistance in the development of the collaborative documentation described in Section 6.
- e) Documenting test scenarios for final acceptance
- f) Assistance testing and troubleshooting

6.4. System Hosting – The server hardware, operating system software, and if applicable, the VM software for the *fusion*PLATFORM software will be acquired, hosted and maintained by the Customer. The Customer will see that all agreements necessary for this arrangement are made between all participating agencies.

6.5. Hardware Specifications – Hardware specifications will be provided by FATPOT to the Customer after system metrics are provided.

6.6. Network Connections - The Customer is responsible for establishing a secure connection between the *fusion*PLATFORM system and the connecting CAD and ARMS systems including:

- a) Establishing Network Connection

- b) Establishing Network Encryption
- c) Configuring Firewalls

6.7. Customer Assumes Responsibility for Participating Agencies - The Customer assumes the responsibility for all deliverables of any participating Agencies as described in this Section as well as in Sections 3, 4, and 5.

6.8. Agency Specific Training - FATPOT will provide training related to the *fusion*PLATFORM console (*fusion*PORTAL) and administrator user training as outlined in section 5. All training related directly to dispatch operations will be delivered by the Customer trainers.

6.9. Test Environment - The Customer is responsible to provide a test environment for both the Tiburon CAD system and the Niche RMS system that adequately mirrors their Operation environment, with associated test data that is capable of interfacing with the *fusion*PLATFORM and ARMS. The *fusion*PLATFORM test environment will operate on the *fusion*PLATFORM server installed at the Customer facility in section 6.4.

- a) Failure to provide a complete test environment with complete test data and configuration similar to that of the production environment with *fusion*PLATFORM and all interfaced systems, will require additional testing and implementation effort outside the scope of this SOW, and will be priced accordingly and managed through a change order process.

6.10. VPN Access For Testing and Maintenance – The Customer will provide FATPOT engineers with VPN or other equivalent remote access to the *fusion*PLATFORM application and database servers in order to support rapid development and debugging during the testing period. VPN access is hosted at the Customer facility on Customer owned equipment.

- a) Delays incurred due to lack of VPN access will delay the completion of the project.
- b) Failure to provide VPN access or other equivalent remote access to the *fusion*PLATFORM application and database servers may require additional testing and development efforts outside the scope of this SOW, and will be priced accordingly.

7. **ACCEPTANCE CRITERIA.** FATPOT and the Customer will develop and execute an acceptance test plan for all work completed under this SOW to confirm the system meets the functional requirements of the COTS *fusion*PLATFORM system. Any defects that are raised will be prioritized as follows:

| Priority | Description |
|-----------------------|--|
| P1: Critical Priority | A fatal software application error that prevents the system from starting/re-starting and/or a database integrity error. |
| P2: High Priority | Users are not able to use mission critical functionality necessary to capture or maintain their data. There is no known work-around or there is an unacceptable and production-limiting work-around. |
| P3: Medium Priority | Users have an acceptable and defined work-around, which will allow them to continue or the problem will not inhibit production activity. |
| P4: Low Priority | This is a nuisance to the end-users, but is not a production-limiting problem. |

8. **SYSTEM TESTING.** System testing will be conducted throughout the project in three distinct phases. These are described below:

8.1. ARMS Interface Testing – FATPOT will create an interface utilizing the Software Development Kit (SDK) acquired from Niche. Testing will be conducted simultaneously with other implementation tasks and will involve FATPOT and ARMS engineers/technicians.

8.2. End-to-End Acceptance Testing – Once the test system, including all adapters and interfaces are operational, and FATPOT has recommended the system as being ready for release to the Customer, acceptance testing will be conducted by the Customer under supervision by FATPOT. These tests will follow the test scenarios mutually agreed in the test plan defined during the Implementation phase and documented accordingly. This testing period will not last more than 30 total calendar days but may be shorter if acceptance is achieved earlier. The testing period will be paused for resolution of any P1 & P2 defects that may be discovered as defined in section 9. The conclusion of acceptance testing occurs at the end of the 30 days or after successfully completing the acceptance test plan.

8.3. Burn-in Period – This phase begins at the conclusion of the End-to-End Acceptance testing by the Customer, or 15 days following FATPOT declaring that all deliverables are ready for implementation, whichever comes first.

Once the system has been in production (Burn-in) for a total of 15 calendar days, the system will be automatically accepted. Days taken to resolve critical issues that require the system to be taken offline will not count toward the 15 calendar days. Any and all issues arising after the 15 days will be covered under the maintenance agreement and by the FATPOT Technical Services group.

9. **PROJECT SCHEDULE.** The *fusion*PLATFORM implementation includes tasks to be completed by FATPOT Technologies and the Customer. The dates below are approximate and will be refined in a project plan with the Customer upon project kick-off.

9.1. Phase 1: Project Initiation

- a) Milestone L1: Contract Execution & Software License Certificate - Contract is fully executed and provided to all parties. A hard copy original software license certificate is delivered to the customer.
- b) Milestone P1: Project Kickoff – This meeting provides the project overview, deliverables, and schedule.

9.2. Phase 2: Implementation and Technical Capability Review (TRC) – This Phase includes polling the TriTech/Tiburon CAD information via *fusion*CONNECT, inputting the data into *fusion*NOTIFY, and posting that data via the interface developed from the SDK, into ARMS.

- a) Phase 2a: Software Installation – install *fusion*CONNECT and *fusion*NOTIFY on the *fusion*PLATFORM server. This phase may be executed simultaneously with other Phase 2 tasks.

- b) Milestone L2: Software Installation Complete marks the completion of the of the system setup phase.
- c) Phase 2b: Configuration – This involves gathering of Business Rules, configuring *fusionCONNECT* and *fusionNOTIFY* on the *fusionPLATFORM*, and building the interface with ARMS. The Customer’s Project Manager and Subject Matter Experts play a critical role during this phase.
- d) Milestone P2: Technical Capability Review (TCR) marks the completion of the Implementation Phase. The TCR meeting is held during which functionality is demonstrated on the *fusionPLATFORM*.

9.3. Phase 3: End-to-End Testing – This phase begins upon completion of all Phase 2 events. Initial end-to-end testing is conducted during this phase primarily involving FATPOT and Wasilla technical staff.

- a) Milestone P3: CAD information being successfully posted into ARMS marks the completion of this phase.

9.4. Phase 4: Customer End-to-End Testing/Acceptance Testing – This phase begins upon delivery of Phase 3. This phase is completed with customer approval of all successful tests. A maximum of 30 calendar days will be allowed for testing purposes, though testing may be completed earlier. In the case that critical defects prevent the continuation of all testing, delays will not count against the 30 calendar days.

- a) Milestone P4: Acceptance Testing Complete marks the completion of this phase. Acceptance testing of usable system is completed prior to deployment.

9.5. Phase 5: Deployment – Upon completion of Acceptance Testing, preparations for deployment may begin. The completion of this Phase entails the system being deployed and monitored in a live environment. This is a Customer driven phase with assistance from FATPOT.

9.6. Timelines and Shared Responsibilities – This *fusionNOTIFY* project plan distributes responsibilities between multiple parties. FATPOT’s above proposed schedule outline will deliver a highly functional product at a competitive price. The agreed upon price is dependent upon close and timely coordination and cooperation of all parties. Delays in customer and/or third parties assigned duties not only impact this Project but also other FATPOT projects which need its resources. Delays caused by the customer and/or third parties not fulfilling their responsibilities in a timely manner are extremely disruptive. In the event the customer or vendor has not fulfilled their responsibilities as outlined in the previous sections FATPOT may exercise their right to suspend this project in accordance with the “Customer Obligations” terms set forth in the Professional Services Agreement.

10. PROJECT RISKS.

The customization efforts involved when integrating *fusionPLATFORM* with various adapters and interfaces includes several risks, the outcome of which are not completely certain until implementation



and testing is complete. Every effort will be made to resolve any resultant issues in conjunction with the City of Wasilla, Alaska technical staff.

11. OFFER EXPIRATION.

All offers in this Statement of Work, including deliverables and services, expire June 30, 2017. Deliverables and services must be renegotiated if this agreement is not executed by the above stated expiration date.



NOTICE OF AWARD TO FATPOT TECHNOLOGIES, LLC
Request for Proposal #121416
PUBLIC SAFETY AND EMERGENCY MANAGEMENT RELATED
EQUIPMENT, SUPPLIES AND SERVICES

January 31, 2017

FATPOT Technologies, LLC
655 Medical Drive, Suite 100
Bountiful, UT 84010

Dear Mr. Mitchell:

Congratulations! You have been awarded an NJPA national contract for procurement of "Public Safety and Emergency Management Related Equipment, Supplies and Services." Your proposal was accepted, deemed responsive, evaluated, and recommended for award by NJPA's Evaluation Committee as a solution to meet our members' needs. NJPA's Chief Procurement Officer and the Executive Director have approved a contract award to FATPOT Technologies, LLC, and this award will be effective on the date stated in the Acceptance and Award document.

This award means that you are now an "NJPA Awarded Contract Vendor" and are part of a select group of world-class vendors. We have attached the NJPA Acceptance and Award. Please check to make sure that your organization's authorized representative has signed this document and has provided a fully executed copy to NJPA.

Maureen Knight is your NJPA Contract Administrator and will be contacting you soon to discuss plans to make this contract a success for you and our members. Here is Maureen's contact information.

Office Phone: 218-895-4114
Cell Phone: 218-831-3030
Email: maureen.knight@njpacoop.org

Sincerely,

Jonathan Yahn
Contracts and Compliance Manager

cc: Maureen Knight