Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: FATPOT Technologies, LLC

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: Richard W. Fring **Date:** Dec. 9, 2016

NJPA's clarification on exceptions listed above:

LEGAL Initials 1/31/17 Date

Contract Award
RFP #121416

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

PUBLIC SAFETY AND EMERGENCY MANAGEMENT RELATED EQUIPMENT, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for PUBLIC SAFETY AND EMERGENCY MANAGEMENT RELATED EQUIPMENT, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: FATPOT Technologies, LLC Date: December 9, 2016

Company Address: 655 Medical Drive, Suite 100

City: Bountiful State: Utah Zip: 84010

Contact Person: Jonathan Mitchell Title: Vice President Sales and Marketing

Authorized Signature: Richard W King

Richard W King
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 121416-FPT

Proposer's full legal name: FATPOT Technologies, LLC

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 1, 2017 and will expire on February 1, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 31, 2017

NJPA Contract # 121416-FPT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name FATPOT Technologies, LLC

Authorized Signatory's Title Chief Operations Officer

VENDOR AUTHORIZED SIGNATURE

John D. Sumner
(NAME PRINTED OR TYPED)

Executed on Feb 2, 2017

NJPA Contract # 121416-FPT

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: FATPOT Technologies, LLC

Address: 655 Medical Drive, Suite 100

City/State/Zip: Bountiful, Utah 84010

Telephone Number: (801) 397-3973

E-mail Address: rking@fatpot.com

Authorized Signature: Richard W. King

Authorized Name (printed): Richard W King

Title: President

Date: Dec. 8, 2016

Notarized

NOTARY PUBLIC
KIMBERLY MICHELLE PINKSTON
665027
COMMISSION EXPIRES
MARCH 22, 2017
STATE OF UTAH

Subscribed and sworn to before me this 8 day of December, 2016

Notary Public in and for the County of Davis State of Utah

My commission expires: March 22, 2017

Signature: Kimberly Michelle Pinkston

Form P: Proposer Questionnaire

Proposer Name: FATPOT Technologies

Questionnaire completed by: Jonathan Mitchell, Vice President Sales and Marketing

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

FATPOT payment terms for standard NJPA projects will be net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

FATPOT provides both leasing and financing options for new purchases. We offer tax-exempt leases which will allow NJPA member agencies to fund 100% of their projects with no down payment. We can delay the initial payment due date so there is no obligation to make a payment until after the start of a fiscal year or even for an entire year after the project begins. Our interest rates are often lower than those available from commercial banks.

Leasing details and payment terms can be provided on any new project once the scope and pricing are defined. We can accommodate most requests for payment timing (monthly, quarterly, or annually) as well as other factors at the request of our customers.

As is the case with consumer loans, there are terms and conditions with which our customers must comply in order to qualify for a lease or financing, including underwriting approval and acceptable financial documentation from the agency and / or local government entity making the acquisition.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

FATPOT's proposed order process for customers purchasing through the NJPA contract vehicle is as follows:

1. Before the order is placed by the NJPA member agency, FATPOT provides:
    a. A quote to the customer for products, licenses, and Professional Services based on NJPA pricing
    b. A draft Statement of Work for that customer's project

2. FATPOT then provides a Software License and Maintenance Agreement (contract) which includes:
    a. Price quote
    b. Statement of Work (final)
    c. Technical Services Addendum
    d. Professional Services Addendum

3. The NJPA member agency/agencies participating in the project signs the contract (electronically or manually) and returns two original copies to FATPOT.
    a. Requests to modify contract Terms and Conditions are often made before the final version of the contract is signed.
    b. Standard practices regarding customer providing TAX ID information, contact details, and other required forms are expected to be required before any order is finalized.

4. FATPOT obtains and files W-9 from customer(s).
5. FATPOT obtains Tax Exempt Certificate from customer(s).
6. FATPOT completes Customer Profile in our in-house bookkeeping software.
7. As project milestones are completed, FATPOT invoices the customer according to milestones and associated payment terms defined in the Statement of Work.
8. Based on payments received and per the terms of the NJPA contract, FATPOT pays NJPA applicable fees.

As a direct sales organization, FATPOT does not have to contend with orders from dealers or subcontractors. All NJPA orders will be processed directly by FATPOT administrative and financial staff.

FATPOT provides substantial reporting to its parent company, Communications International ("Ci"), its Advisory Board, and auditors on a monthly and quarterly basis. All financial reporting is handled internally by a position titled Financial Administrative Assistant and is reviewed by the Vice President of Sales as well as the Chief Operating Officer and the company President. Should NJPA award FATPOT a contract to provide its software and services to NJPA members, this individual will also be tasked with all required NJPA reporting.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

In addition to the most common check draft, FATPOT accepts invoice payments by credit card and welcomes electronic payment via electronic funds transfer (EFT). As FATPOT's software products and services are not commodity items, it is unlikely that a P-card would come into play instead of using a credit card. We do not assess credit card processing fees to our customers.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may

include in your response a copy of your warranties, but at a minimum please also answer the following questions.

FATPOT Technologies warranty and claims procedures are explained in detail and provided to each customer in our Licensing Agreement. Our standard warranty included in our Standard Software License and Maintenance Agreement is included here for easy reference.

Warranties and Disclaimers.

Warranties.

a) *For the longer of one (1) year from commencement of the License granted hereunder or for so long as Customer is current with payment of Fees, FATPOT warrants that the Products, as delivered and when used in accordance with the Documentation and FATPOT specifications, (a) will be free of material programming defects and (b) will perform materially in accordance with the Documentation.*

b) *For Purchased Equipment, FATPOT will pass the manufacturer's warranty through to Customer. FATPOT makes no warranties, express or implied with respect to Purchased Equipment, and Customer agrees such is being acquired on an 'AS-IS' basis.*

Customer's Remedy. For any nonconformance of the Product to its specification, which materially affects performance and is reported to FATPOT by Customer, in writing, during the initial one (1) year following commencement of the License, FATPOT shall provide an analysis of the problem and provide a workable solution. Customer agrees to pay FATPOT's then current charges for analysis and efforts to obtain workable solutions that are provided outside of those covered by the Warranty. Customer agrees that it will in no event alter, modify, repair, disassemble, or adjust the Product obtained hereby, except in accordance with FATPOT's instructions.

FATPOT will not be liable to the extent that any breach of the foregoing warranties is caused by (i) third-party components (including in combination with the Product) not provided by or approved in writing by FATPOT; (ii) modifications to the Product not made by FATPOT; (iii) unauthorized use or use of the Product other than in accordance with the Documentation; (iv) bugs, failures of anomalies resulting from changes in the Customer Environment, including operating system updates, with the exception of critical security patches, software patches other than those provided by FATPOT, and hardware, firmware and/or hardware-software upgrades or updates; (v) use of the Product in an environment other than the Customer Environment; (vi) use of the Product on hardware not identified as compatible by FATPOT; (vii) damages or losses caused by a Force Majeure Event (as defined below); (viii) neglect or misuse of the Product by Customer or the Users; (ix) viruses introduced by Customer, its agents or Users; or (x) continued use of the Product by Customer after FATPOT notifies Customer, pursuant to the agreed termination clauses, to discontinue use of the Product due to a claim, allegation or proceeding of third party infringement (collectively, "Exclusions") THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND IS IN LIEU OF ANY AND ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO CUSTOMER.

• *Do your warranties cover all products, parts, and labor?*

Yes, FATPOT warranty covers all FATPOT products and labor. There are no parts included in this proposal, since our product is wholly composed of licensed software applications. FATPOT is not proposing any servers or other computers as part of this response; hardware purchased by NJPA members that is used in an installation of FATPOT software may have a vendor-supplied warranty.

• *Do your warranties impose usage restrictions or other limitations that adversely affect coverage?*

FATPOT's Software License and Service Agreement details usage of the software by named agencies. As such, unauthorized users, without a license, are not permitted to use the products. Such restrictions do not adversely restrict coverage, since adding more licenses for additional users is straightforward and can be accomplished in a matter of minutes. Adding agencies (along with new licenses for those agencies) is also a straightforward process.

• *Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?*

Strictly speaking, our warranty does not cover technicians' travel time, mileage, or *per diem*. Technicians are rarely required to travel in order to troubleshoot or repair customers' systems, however. FATPOT predominantly handles service requests via secure, remote access. With our customers' explicit permission, we are able to safely connect to affected servers in order to review error logs, replicate the adverse condition, propose configuration or setting changes (if that resolves the issue), and initiate a fix when applicable. Over 90% of all reported warranty issues and systems errors are resolved in this manner. Warranties are provided for all currently licensed products under the Technical Services and Maintenance sections of our Standard Software License and Maintenance Agreement.

Warranty claims often turn out not to be defects in the software but the result of improper configuration by the user after training, network issues, user-provided hardware, or other issues outside of FATPOT's purview. In any case, FATPOT technicians work with the customer to determine the root cause or causes for the issues and then work directly on the affected system so that a satisfactory solution can be initiated. Occasionally a warranty claim is the result of a flaw in the CAD adapter provided by the CAD vendor. In these cases, FATPOT coordinates with the CAD vendor's technicians, the customer resources, and FATPOT's own technical team to determine the proper resolution path.

In the rare instance where travel to the customer site is necessary or is directly requested by the customer, FATPOT will provide onsite technical services at our discounted Professional Services rate included in the pricing section of this proposal. The hours quoted will include applicable travel time to and from the customer's location.

• *Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?*

FATPOT can provide a qualified, certified technician anywhere in the U.S., Canada, or the Caribbean. All NJPA members will have consistent, unrestricted access to our service technicians for warranty repair. Beyond North America, FATPOT can service any country not restricted by U.S. State Department travel advisements or visa restrictions.

• *Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?*

FATPOT rarely provides hardware in our traditional sales environment, and no hardware options are proposed as part of this NJPA RFP response. Many server hardware vendor options are available through federal and local procurement contracts including NJPA; FATPOT recommends that our clients procure needed hardware using one of those contract vehicles to receive the best price as well as local hardware warranty service. (In a traditional sales environment where our customer requires FATPOT to act as the Prime Contractor and secure all server hardware, we pass along to the customer the original manufacturer's warranty.)

No hardware is proposed or provided as part of this NJPA proposal.

• *What are your proposed exchange and return programs and policies?*

FATPOT software is not returned in the traditional sense of a commodity product, so there are no exchanges or returns per se. FATPOT professional services automatically renew for successive one-year periods, unless either party gives written notice of their intentions not to renew the Professional Services Addendum at least 60 days prior to their applicable termination date. On occasion a customer has fallen behind on their maintenance payment and we have kept their system operational while working out the financial details with them.

Of interest to NJPA is FATPOT's policy that allows customers to upgrade an older version of the software and "exchange" it for the latest version with full credit for licensing. The only costs to the customer are for the professional services to configure, train, and test the new version.

6) Describe any service contract options for the items included in your proposal.

FATPOT service contract terms are described in its Professional Services and Technical Services Addendum(s). All customers have their legal or purchasing personnel review the Addendum and recommend modifications, so in essence, everything is negotiable. All modifications to or waivers of any terms of this Addendum must be in writing and signed by the parties.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

From our inception, FATPOT's mission has been to create software products "For-All-The-People-Of-The-World" (FATPOT World), focused specifically on improving communications between law enforcement, firefighters, first responders, and the 911 centers coordinating their efforts. Today we provide our information-sharing solutions to government agencies across the U.S. as well as in Canada and even the Caribbean.

Our suite of products is built around our fusionPLATFORM intelligent hub technology. FusionPLATFORM serves as the central connection for data sources from numerous agencies and various vendors, including CAD systems, RMS databases, and GPS/AVL feeds. This data is then filtered, normalized, and securely shared with numerous agencies and other systems, which includes pushing data to other CAD systems, RMS databases, voice recorder databases, mapping systems, and more.

Product Summary

- fusionPLATFORM
  - fusionAWARE
  - fusionNOTIFY
  - fusionUNIFY
- fusionPORTAL
- fusionCONNECT
  - GEO
  - RMS
  - Voice Recorder
  - P25 Radio Link
    - P25 to Text
    - P25 AVL
    - P25 Unit Updates
  - Media/Camera Controller

fusionPLATFORM

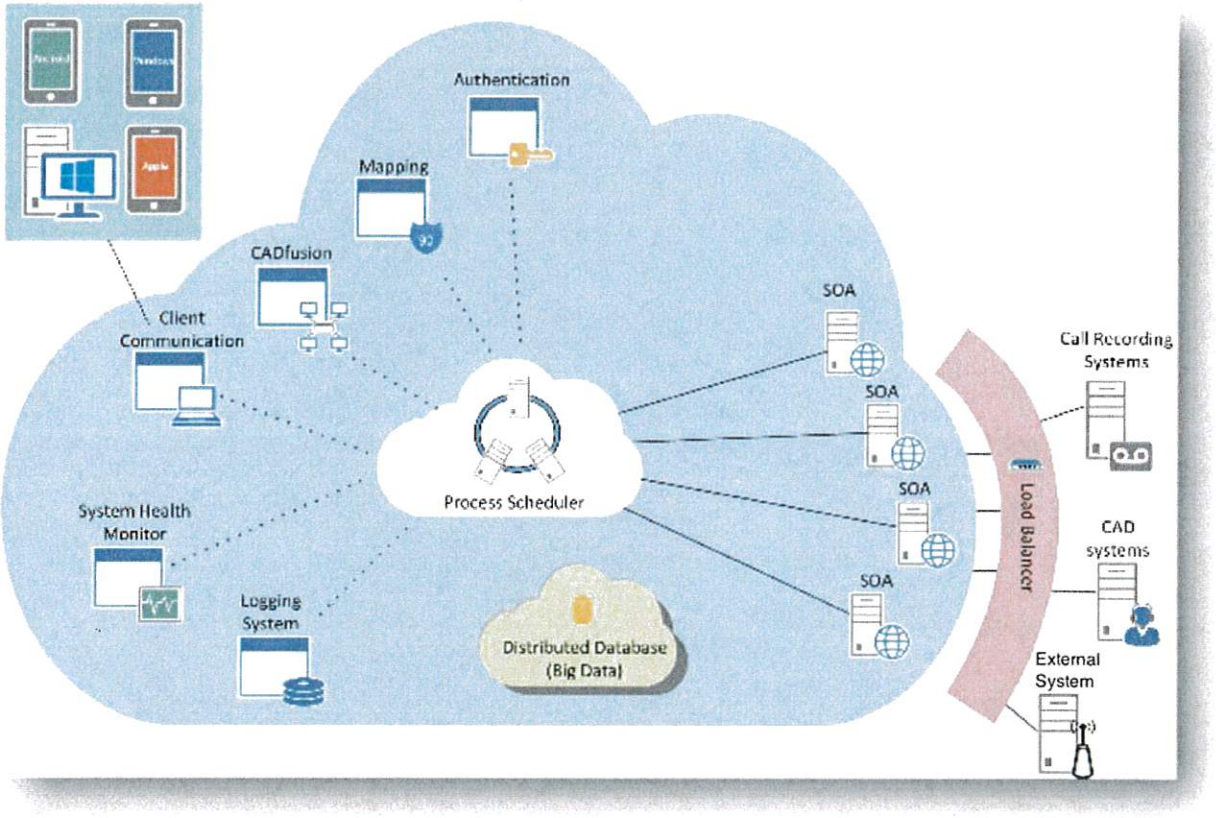
FusionPLATFORM is the intelligent hub that handles the data sources published by or subscribed to by all connected systems. FusionPLATFORM is available in three options: fusionAWARE, fusionNOTIFY, and fusionUNIFY.

This platform contains the code table translations, filters and business rules, and security settings per agency so that data is shared according to agreed-upon rules of each of the connected partner agencies.

Communication between fusionPORTAL and any of the fusionPLATFORM products is encrypted.

Most implementations of FATPOT software involve real-time information sharing of CAD incident data; therefore, fusionPLATFORM includes components specifically designed for handling CAD incident data. FusionPLATFORM is FATPOT's third generation of CAD interoperability software. It uses patented methods (we have a total of 82 unique patent claims) for tracking interactions between connected CAD systems, RMS databases, and other sources to ensure proper notification of events. It incorporates a business-rules engine that allows configuration of complex sharing scenarios. It provides filters for recognizing message patterns and, where necessary, redacting sensitive information that should not be shared. FusionPLATFORM delivers a comprehensive CAD-to-CAD workflow that coordinates all aspects of information and resource sharing between connected CAD systems.

FusionPLATFORM is a specially designed software environment for processing and brokering real-time messages and data-sharing applications. It is a scalable, fault tolerant, distributed processing system composed of multiple application and database servers. The following diagram illustrates the logical architecture of the fusionPLATFORM.



FusionPLATFORM is a compatible web-services architecture and can be easily hosted in the Cloud as an option to a customer data center. Redundancy is available at all levels including network connectivity through multiple load balancers. Servers can be physical machines or virtual machines. Application Servers require the Windows Server operating system. Database Servers use the Linux operating systems The resulting platform can scale from a single server configuration for two or three small agencies to a large multi-server configuration for the largest, high-density metropolitan areas with many connected agencies.

By leveraging a multiple-server configuration, fusionPLATFORM not only delivers fault tolerance for any single system failure, but it also creates a continuous operating environment where maintenance and updates can be made to any single server by removing it from the cluster, performing the necessary maintenance, and then adding it back into the cluster.

fusionAWARE

fusionAWARE provides a real-time view of incidents, incident comments, and unit status along with integrated maps in configurable, movable panes.

fusionAWARE as a real-time situation awareness view can be deployed in any number of locations, such as on a large screen in the dispatch center, the fire or police chief's office, squad or training rooms, the EOC or emergency management office, as well as those locations without a CAD system.

fusionAWARE does *not* require a CAD vendor's adapter.

fusionAWARE
FusionAWARE delivers view-only situational awareness of incidents and units shared from each integrated agency using one-way (publish-only) adapters to aggregate incident data from connected CAD systems.

fusionNOTIFY

fusionNOTIFY provides all of the functionality of fusionAWARE, plus:

- notification of linked incidents
- geofence capabilities
- filters
- business rules

fusionNOTIFY enables dispatch centers with a semi-automated method of handling shared incidents.

fusionNOTIFY does *not* require a CAD vendor's adapter.

fusionNOTIFY
The second level, called fusionNOTIFY, includes all the functionality of fusionAWARE and adds notifications, enables the powerful rules engine, and empowers agencies with workflow-based CAD-to-CAD incident sharing. It allows for automating mutual-aid and automatic-aid operations; requesting,

granting, and denying of resource requests; and alerting public safety practitioners when actions are required. One advantage of fusionNOTIFY is that it still only requires the less-costly, quickly implemented, one-way (publish-only) adapter to the connected CAD system.

fusionUNIFY

fusionUNIFY provides all of the functionality of fusionAWARE and fusionNOTIFY, plus:

- delivers fully automated, bidirectional sharing of incidents with applicable neighboring CAD systems
- handling of incidents with complete, robust business rules and filters

This option *does* require an adapter provided by the CAD vendor.

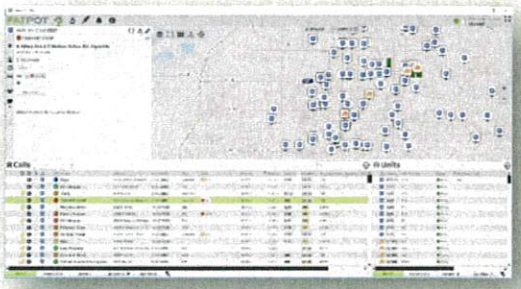
fusionUNIFY

The optimum level interoperability is fusionUNIFY. This highest level leverages a two-way (bidirectional) adapter to fully integrate all information and resource-sharing operations with the connected CAD systems. CAD operators benefit from comprehensive business rules, workflow-based incident sharing, and automation, all from within their native CAD environment.

fusionPORTAL

fusionPORTAL is a secure, integrated, customizable client for configuring, viewing, and managing any intelligent hub environment. It includes display windows for viewing cross-jurisdictional incidents, resources, map-based views, and information-sharing transactions.

Each of the fusionPLATFORM options (fusionAWARE, fusionNOTIFY and fusionUNIFY) use fusionPORTAL as the real-time view client.



fusionPORTAL

FATPOT provides a powerful client application that delivers a state-of-the-art graphical user interface (GUI) to the multi-jurisdictional information flowing through and being aggregated in the fusionPLATFORM. The latest generation GUI, fusionPORTAL, embodies a leading-edge user interface, mapping technology, panels for viewing incident and unit information, and an expanded view of incident and Interoperability details.

The fusionPORTAL also encompasses the administration and configuration functionality of the fusionPLATFORM. Administrators can set up CAD interfaces, configure code translations, and create unit mappings. They can define filters and business rules and test them through the fusionPORTAL. It is a fully integrated environment for viewing and managing all aspects of the fusionPLATFORM.

fusionCONNECT

fusionCONNECT CAD
- Enables Computer-aided Dispatch (CAD) connection to any fusionPLATFORM product

fusionCONNECT RMS
- Enables a Records Management Systems (RMS) connection to fusionPLATFORM

fusionCONNECT AVL
- Enables GPS/AVL data stream feeds

fusionCONNECT P25 Radios (various options)
- Allows for various radio-interfacing actions including geolocation, status updates, and messaging

fusionCONNECT Media
- Allows fusionPLATFORM to serve as a data-stream broker for feeds into or out of voice recorders, data analytics programs, camera systems, and more

fusionCONNECT

Leveraging the architecture of the fusionPLATFORM allows interoperability with other types of public safety systems. Depending on the data source and information-sharing expectations of the partner agencies (one-way or two-way), one or more fusionCONNECT adapters can be added. Incident data sharing can be extended to beyond traditional Public Safety agencies. The following diagram illustrates some of the information-sharing capabilities to and from other systems.

fusionCONNECT CAD

In order for a Computer-Aided Dispatch system to connect to the fusionPLATFORM, an application programing interface (API) is provisioned. It allows each connected CAD system to register and exchange messages. Message exchange with CAD systems may be either publish-only (from CAD) or bidirectional.

The API allows an adapter (interface) to be implemented between a connected CAD system and the fusionPLATFORM and messages to be exchanged.

fusionCONNECT RMS
Adapters can be built to both publish information from the fusionPLATFORM to RMS systems and to look up information residing in a connected RMS system that needs to be shared with users involved in an active CAD incident. On the one hand, CAD data is essential for completing reports and entries about incidents that are stored in an RMS system. On the other hand, an RMS system may have premise, HAZMAT, or person information relevant to an incident location that will improve the situational awareness of dispatchers and first responders while responding to an active incident. A business rule in fusionPLATFORM can be configured to search one or more connected RMS systems for information related to a geographic location or person of interest and return it to the CAD system for dissemination.

fusionCONNECT AVL
FATPOT has a powerful fusion product that provides an interoperability framework between various real-time GPS devices and sources and other consumer services of enriched AVL and GPS information. FusionCONNECT AVL can deliver real-time AVL data to CAD systems about its units if that functionality is not inherently supported in CAD. It can translate GPS data from a variety of protocols as well as connect cellular or radio gateways to obtain GPS information.

fusionCONNECT P25 Radio
A specific application of sharing location/GEO information is in integrating with radio controllers to poll the GPS location of connected P25 devices and integrate location information into the fusionPLATFORM to be consumed by CAD systems or displayed for situational awareness through the fusionPORTAL. An adapter has also been developed to send notifications to specific P25 radios related to active incidents through a configured business rule.

fusionCONNECT Media
Adapters can be built to publish information residing in the fusionPLATFORM to a Call/Video recording system so that recordings can be tagged with CAD incident metadata improving subsequent recall of recordings. Additionally, business rules can be built to send a request to camera in the proximity of an active incident to pan towards the location of the incident.

Professional and Technical Services
FATPOT is primarily a technology company that creates reusable software products for public safety and emergency management. These products are designed to enable interoperability and information sharing among other mission-critical systems such as CAD, RMS, and AVL systems. FATPOT has assembled a team of skilled and capable engineers, project managers, and solution architects that are available to assist NJPA members to successfully implement the FATPOT products into their environments to achieve the member's information-sharing objectives. FATPOT also has a dedicated staff of support technicians to provide technical support and maintain operational the members' environments.

Services
- Professional Implementation Services
  - Project Management
  - Product Configuration

- Training

- Support and Maintenance
  - Quality Assurance
  - Custom Development

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model for NJPA members is 35% off all list prices for each of our products and professional services included in this RFP response. The first pricing table below shows *list prices* for each product as well as applicable implementation fees and annual maintenance fees. SKU's are included as requested.

List Pricing (before NJPA Discounts)

		LIST PRICES		
SKU	PRODUCT	SOFTWARE LICENSE	IMPLEMENTATION (ONE TIME)	ANNUAL MAINTENANCE
10001	fusionAWARE (per CAD system)	$ 22,341	$ 14,700	$ 4,468
10002	fusionNOTIFY (per CAD system)	$ 31,650	$ 18,375	$ 6,330
10003	fusionUNIFY (per CAD system)	$ 40,959	$ 36,750	$ 8,192
10004	fusionPORTAL - AWARE (per workstation)	$ 931	$ 400	$ 186
10005	fusionPORTAL - NOTIFY (per workstation)	$ 4,654	$ 600	$ 931
10006	fusionPORTAL - UNIFY (per workstation)	$ 4,654	$ 750	$ 931
10007	fusionCONNECT - GEO (one way)	$ 31,650	$ 81,540	$ 6,330
10008	fusionCONNECT - GEO (bidirectional)	$ 31,650	$ 134,390	$ 6,330
10009	fusionCONNECT - RMS (one way)	$ 31,650	$ 43,790	$ 6,330
10010	fusionCONNECT - Voice Recorder (one way)	$ 31,650	$ 28,992	$ 6,330
10011	fusionCONNECT - P25 to Text (bidirectional)	$ 40,959	$ 111,740	$ 8,192
10012	fusionCONNECT - P25 AVL (one way)	$ 31,650	$ 36,240	$ 6,330
10013	fusionCONNECT - P25 Unit Updates (one way)	$ 31,650	$ 81,540	$ 6,330
10014	fusionCONNECT - Camera Controller (one way)	$ 31,650	$ 36,240	$ 6,330
10015	Professional Services (hourly rate)	$ 300	n/a	n/a

(Please refer to the next table for the adjusted discount prices FATPOT offers to NJPA members if this proposal is approved.)

This table shows FATPOT's *discounted* pricing schedule. The prices shown below includes a 35% discount off all products as well as implementation services, annual maintenance fees, and even our hourly rate for additional professional services.

NJPA Member Discounted Pricing

			ADJUSTED PRICES		
SKU	PRODUCT	% OFF	SOFTWARE LICENSE	IMPLEMENTATION (ONE TIME)	ANNUAL MAINTENANCE
10001	fusionAWARE (per CAD system)	35%	$ 14,522	$ 9,555	$ 2,904
10002	fusionNOTIFY (per CAD system)	35%	$ 20,573	$ 11,944	$ 4,115
10003	fusionUNIFY (per CAD system)	35%	$ 26,623	$ 23,888	$ 5,325
10004	fusionPORTAL - AWARE (per workstation)	35%	$ 605	$ 260	$ 121
10005	fusionPORTAL - NOTIFY (per workstation)	35%	$ 3,025	$ 390	$ 605
10006	fusionPORTAL - UNIFY (per workstation)	35%	$ 3,025	$ 488	$ 605
10007	fusionCONNECT - GEO (one way)	35%	$ 20,573	$ 53,001	$ 4,115
10008	fusionCONNECT - GEO (bidirectional)	35%	$ 20,573	$ 87,354	$ 4,115
10009	fusionCONNECT - RMS (one way)	35%	$ 20,573	$ 28,464	$ 4,115
10010	fusionCONNECT - Voice Recorder (one way)	35%	$ 20,573	$ 18,845	$ 4,115
10011	fusionCONNECT - P25 to Text (bidirectional)	35%	$ 26,623	$ 72,631	$ 5,325
10012	fusionCONNECT - P25 AVL (one way)	35%	$ 20,573	$ 23,556	$ 4,115
10013	fusionCONNECT - P25 Unit Updates (one way)	35%	$ 20,573	$ 53,001	$ 4,115
10014	fusionCONNECT - Camera Controller (one way)	35%	$ 20,573	$ 23,556	$ 4,115
10015	Professional Services (hourly rate)	35%	$ 195	n/a	n/a

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The discount presented in this response is 35% off list price for each included software application (both traditional license purchase and monthly subscription purchase) as well as 35% off list prices for all included services.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

____X___c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Quantity discounts apply to volume purchases of FATPOT's client software, fusionPORTAL. Upon request, FATPOT will provide NJPA members with a quote that identifies additional discounts applicable based on the volume of fusionPORTAL licenses purchased on a single contract.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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.

FATPOT is not including "sourced" products or services in this proposal. Member agencies may need to purchase CAD adapters, server hardware, or other third-party products and services in order to complete a FATPOT project. Any such products or services will be requested directly by the member agency to the third-party vendor, and FATPOT will not be directly or indirectly involved in that transaction. No FATPOT NJPA discounts will apply.

13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

FATPOT software products and services represent the bulk of the investment in regional data sharing. There are two other possible or likely components:

- The Application Programming Interface (API) from the CAD vendors to connect into fusionPLATFORM
    - FusionAWARE and fusionNOTIFY do not require the full-blown API and most often require only an Adapter supplied by FATPOT and included if these solutions are chosen.
- Server hardware and routers that host the application and database.
    - Agencies are becoming very interested in hosting the software in the Cloud; for example Amazon Web Services (AWS); if hosted in the Cloud, then Cloud hosting expenses will apply instead of hardware.

Neither of these additional components is included in our NJPA proposal or pricing, since they may or may not be required by NJPA members who purchase from FATPOT.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Delivery of FATPOT software is done through a secure FTP download site; therefore, no physical shipping of software from FATPOT to the customer is required. Servers and other hardware are not included in our price proposal; therefore, no physical shipping of any product is required.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

As is the case for customers within the continental U.S., all FATPOT software supplied to customers in Alaska, Hawaii, Canada, or other off-shore locations is provided through a secure FTP download site. No physical shipping of any FATPOT product is required.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

FATPOT's distribution and delivery methodology for all software licenses is to upload the files to a secure FTP site and then provide the customer with unique login credentials to be used to access the FTP site in order to download the software. No other delivery options are offered in this proposal.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

FATPOT will employ a self-audit process to ensure compliance with NJPA for all new projects. Currently we have an official Sales-to-Project Management handoff process where the contract is reviewed in detail before internal assignments are made. If selected as an NJPA contracting vendor, FATPOT will modify this process to include a review of whether a new project was purchased through NJPA. If so, the Project Management Office will notify our COO and Accounting Division.

Accounting will use our Accounts Payable software to assign NJPA as a payee for any applicable project, calculate the appropriate fee, and create the payment schedule as part of the account creation process associated with the handoff. On a monthly, quarterly, and annual basis (at a minimum) during the accounts review process, our COO will review all accounts including NJPA projects to ensure payment accuracy and completeness.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of

Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

FATPOT is proposing a 1.5% administrative fee paid to NJPA for all responsibilities associated with this contract award. This fee will apply to discounted software, discounted services, and project-specific hourly Professional Services purchased through the NJPA contract.

Industry-Specific Questions

19) Describe your unique technology-related solutions as they apply to public safety and managing emergencies.

Every software product created during our 14-year history, including each component proposed in this RFP response, was designed specifically to help Public Safety Answering Points (PSAPs) better communicate with each other as well as to provide real-time visibility of any emergency incident occurring in a region, regardless of which center answered the 911 call and regardless of which agencies and department resources were responding. Our technology ensures that all police departments, sheriff's offices, fire departments, EMS divisions, first responders, ambulance companies, Emergency Operation Centers, and others involved in emergency response in any way can see what is going on as the event unfolds.

Our fusionPLATFORM products were engineered to bring visibility and information sharing to public safety agencies responding to emergencies where none exists today. Our technology is engineered for use at agencies large and small, across the nation, throughout Canada, and around the world.

Technology-Related Solutions from a Technology-Focused Company

Advances in individual computer-aided dispatch (CAD) software products by CAD vendors have provided individual PSAPs with modest technological innovations over the years. Yet these advances were made to stand-alone systems and were not designed to be interoperable with other systems, even if those systems were provided by the same vendor. Unfortunately for the communities they serve, most cities and counties have several PSAPs responsible for receiving and dispatching emergency calls, and few of those regions have any sort of technology-based solution to automate and streamline interoperable data sharing. The ability to dispatch the right resources to the right location as quickly as possible, regardless of political jurisdictional boundaries, is an emerging necessity in all areas of emergency operations. FATPOT pioneered interoperability and resource sharing for PSAPs and the law, fire, and EMS agencies they serve.

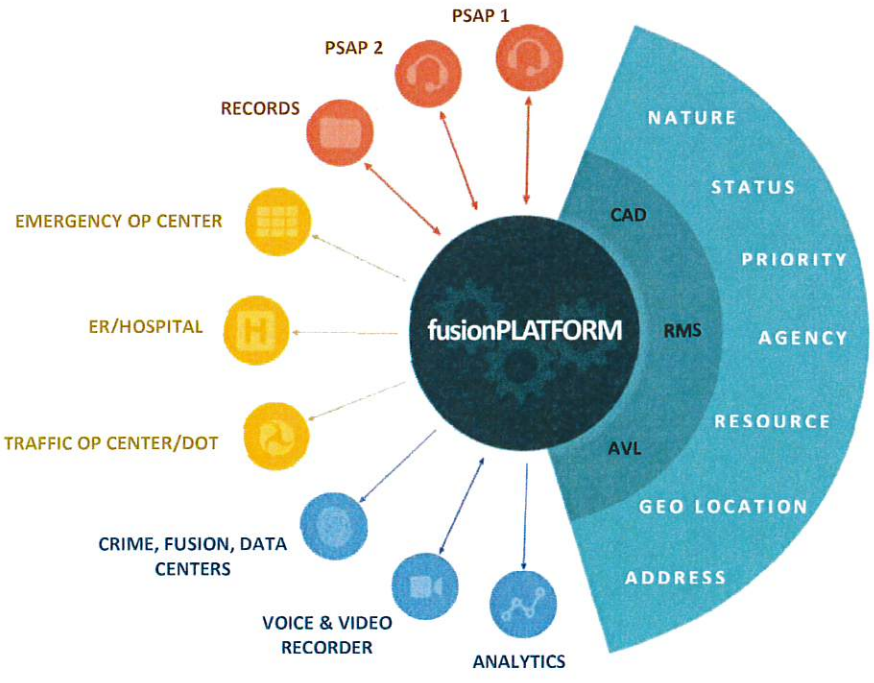
At the center of our innovative, patented technology is fusionPLATFORM, a highly intelligent central hub that serves as a full-service broker for information sharing between interconnected systems. Real-time information flows into fusionPLATFORM where code-table transformations, filters, and business rules are applied to determine if it should be shared with other systems and with which other systems the information should be shared. Connected systems continuously update fusionPLATFORM with all critical information changes so that it always has a complete picture of all incidents and all units from all connected systems. Only authorized information is shared with other systems.

Our technology is advanced to the point that one-way information sharing into or out of a fusionPLATFORM intelligent hub can be typically achieved without any development work by a CAD vendor or another third party. When a customer desires a two-way, bidirectional interface in order to integrate one or more external systems, FATPOT provides application programming interfaces (APIs) and a software development kit (SDK) at no charge to the CAD vendor or the third party that will be creating the interface. Several vendors have already used these tools to quickly and cost effectively create "standard adapters," which they provide to their customers for a fixed price. Standard adapters promote the use of industry protocols such as the National Information Exchange Model (NIEM) and Interface Exchange Packet Descriptions (IEPDs), while simplifying the interface so that they can be reused at numerous customer installations.

We will work with each NJPA customer to ensure that their CAD, RMS, or Field Reporting vendor either already offers a standard interface to FATPOT's fusionPLATFORM or has access to our APIs and SDK. The benefit of standardized connectors is lower cost upfront and ongoing costs as well as a faster implementation. Customers also receive continuous technology updates and enhancements that come from a broad set of customers using our common COTS-based product.

Public Safety Solutions for Managing Emergencies

FATPOT's Public Safety applications are installed at over 100 different Public Safety agencies including in some of the most challenging operational environments in the Public Safety market. Our customers rely on the information and insights we provide during each emergency



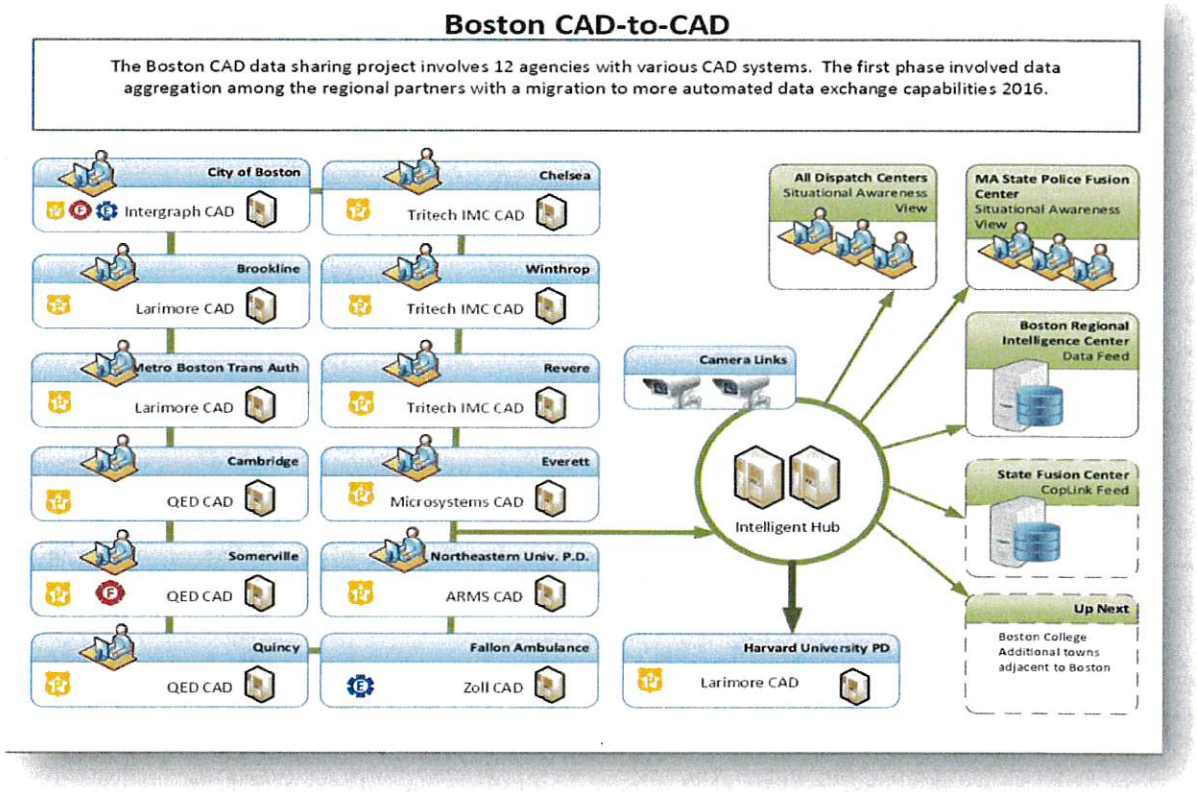
response. Two specific examples of our regional information-sharing deployments in the U.S. are included in this section.

Our technology includes innovations protected by three (3) patents with more than 80 unique claims. The automation available through FATPOT's intelligent hub enables significant efficiency gains, improves effectiveness of CAD-to-CAD responses, and ensures that decisions by all 911 centers and first responders are based on relevant, timely information. Each connected agency is empowered through a secure, flexible, and configurable intelligent hub based on the input of each agency's knowledge experts rather than requiring expensive custom programming from FATPOT. The intelligent hub architecture also allows regional coordination and analysis via multi-jurisdictional incident history and details.

Having all of this real-time information continuously present in one place delivers the situational awareness and knowledge so that multiple disparate CAD systems can operate together as if they are one. Standard operating procedures can be established for cross-jurisdictional incidents to automate mutual-aid agreements, automatic-aid agreements, and other response protocols. In addition, critical incident information can be shared between agency CADs and other, non-CAD systems.

Boston Regional UASI

The Boston project is an example of how a group of agency partners, funded by the Department of Homeland Security's Urban Area Security Initiative (UASI), have continued to expand their interoperable platform. Under the former product name of CADfusion™ the software was operational in the Brookline Command Post on April 15, 2013 when the two pressure-cooker bombs exploded. FATPOT platform provided the incident commander with a 4-minute advance by noticing the spike in calls for service awaiting dispatch.



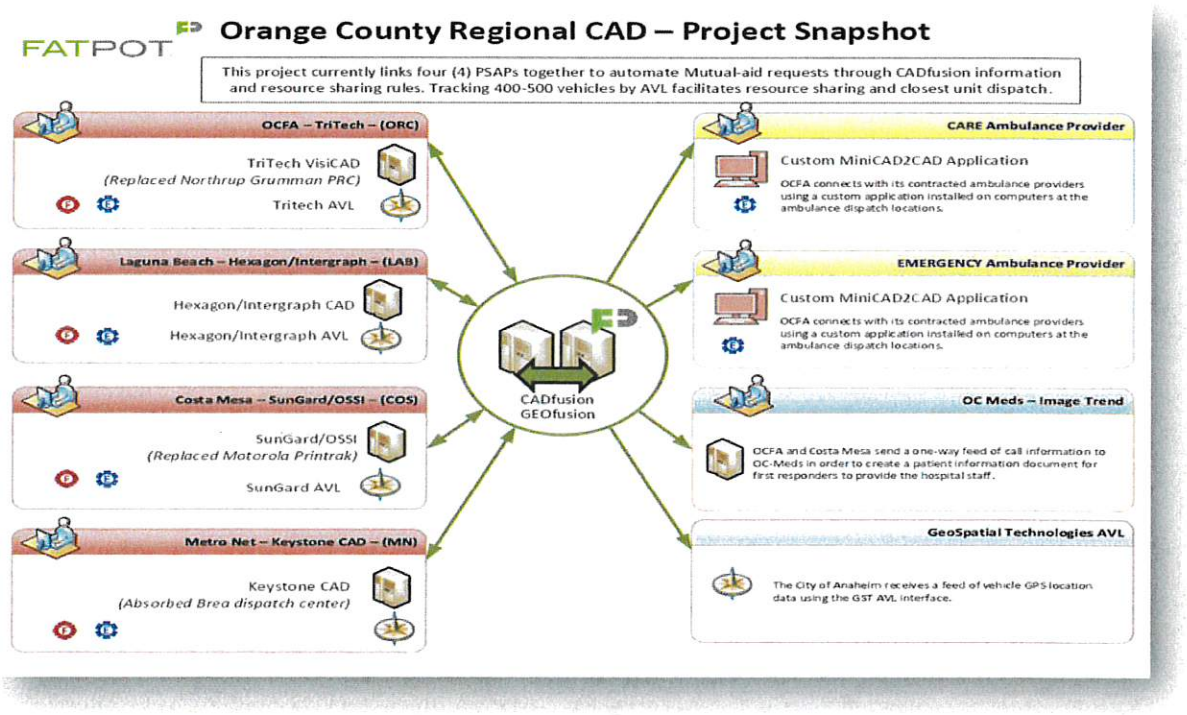
Today this site connects 13 agencies, the MA State Police, and the Boston Regional Intelligence Center. It serves a population of approximately 1 million. Of the 13 agencies, two are institutions of higher learning that need the situational awareness required by the Clery Act.

"FATPOT is an application which allows sharing of computer aided dispatch information. Agencies utilizing FATPOT were able to track what was going on at the site before they received official deployment notification. This allowed responding agencies to integrate themselves into an evolving event with a higher degree of situational awareness."

~ Office of Emergency Management, City of Boston in "The Role of UASI Funded Equipment, Training and Exercises During the Marathon Bombing"

Orange County CA

The initial project scope connected six Public Safety Answering Points (PSAPs) located throughout Orange County, California. Fire/rescue services use FATPOT software to automate mutual aid agreements between all neighboring agencies in order to dispatch the appropriate, closest available unit, including resources assigned to neighboring cities. In addition to disparate CAD products, an additional requirement was to consolidate and normalize disparate GPS sources to provide a common view of all unit locations in real time. Over 500 vehicles are tracked, providing a common operation picture as well as the ability to dispatch the closest unit to a fire or EMS incident.



Through physical and technological consolidation, the original six centers were reduced to four centers, and then three of them changed CAD vendors. Through all these changes, FATPOT kept everyone connected. The population served is in excess of 3 million.

"We transfer 30-40 calls a day and estimate that we save over 2 minutes on each call. That's huge for the person in a serious accident, a working structure fire or medical emergency. FATPOT's CADfusion product has met our expectations and given Orange County a platform for continuously improving interoperability."

~OCFA System Administrator

Four Unique System Capabilities within Our Emergency Response Technology

1. **Code Mapping and Translations: Making Many CAD Systems Operate as One**

Each of our fusion products is built on our intelligent hub technology, which provides a centralized codes mapping and translation facility so that key incident data and resource identifiers are properly interpreted and communicated between disparate systems. Physical resources in one system can be mapped to placeholder resources in another so that changes in location and status can be shared and updated in real time, enabling a dispatcher to effectively see shared resources and assign those resources based on location and availability.

FATPOT's intelligent hub design eliminates the need to deal with system-specific communication at the CAD system. A key benefit here is the ability to plug in a new system that participates in the mapping and translation of data without negatively affecting the existing systems in any way.

2. **Configurable Business Rules Engine**

Business rules tell the system what to do when certain criteria are met. For example, if the call nature is "shots fired" and the location is a shopping mall in the city, then the rule might be to notify the watch commander, alert County EMS, and send several units to answer the call. Business rules can be configured to execute coordinating activities from many jurisdictions simultaneously. These rules are defined, refined, and managed by each individual customer in coordination with regional stakeholders, ensuring power and flexibility for how each group of connected agencies want their system to work. Business rules are easily configured by system administrators through a secure, menu-driven interface.

Our approach delivers enormous flexibility for incident and resource handling for cross-jurisdictional operating procedures. For example, a predefined business rule can also be triggered upon assignment of a placeholder resource, such as AMB1, that will automatically share the corresponding incident with the loaning agency's CAD system and request assignment of the corresponding physical resource.

3. **Visibility and Flexibility for All Public Safety Agencies in All Emergency Situations**

Customers can take advantage of bidirectional system integration, designed to operate automatically without requiring separate dispatcher interaction. Once information sharing rules and mappings are configured by administrators, all a dispatcher has to do is use the CAD system normally when a pre-defined event occurs (e.g. a mutual-aid request, specific call type, or incident in a neighboring jurisdiction). The dispatcher can utilize all the capabilities of bi-directional information sharing through his native CAD system. Capabilities are accessed through a dispatcher's regular use of native CAD commands, keywords entered, CAD call comments, unit requests, and other common uses of the CAD system.

4. **Flexibility and Configurability in an Off-the-Shelf Suite**

Each application that is part of the fusionPLATFORM is designed as a commercial-off-the-shelf (COTS) product that can be installed and configured quickly and fully functional in a short period of time. By centralizing user access, codes translations, business rules, and filters into the intelligent hub, the

functionality required in any bidirectional interface to each CAD system is greatly simplified. In fact, no connected CAD system needs to know anything about other connected CAD systems. Once an interface is developed between a CAD system and our intelligent hub, it is reusable in other customer implementations. This lowers the cost to add other CAD systems into the intelligent hub, because the interface work may already be complete.

20) Describe any specific training programs, certifications, or related services as they apply to the operation or use of your products or equipment.

FATPOT has proposed a "Train-the-Trainer" approach in our Professional Implementation Services pricing included in this proposal. FATPOT specialists provide in-depth training to key individuals from each agency including "Super Users," system administrators, database administrators, and application administrators, conducted either remotely or on site at our customers' location depending on the course and attendees participating. Upon successful completion of our training courses, FATPOT provides a certification to the successful students.

Trained individuals at each agency will in turn provide ongoing training to other users. For example, fusionPLATFORM Administrators, once trained, will be capable of providing training to their dispatching staff and other users who will be using the system through their respective CAD system consoles. Configuration and business rule changes may be made periodically by fusionPLATFORM Administrators to support changing agency or regional requirements, and retraining of dispatchers on those changes may be required. The customer should use internal personnel to train in those instances.

Training Components and Requirements

5. Train-the-Trainer and applicable end-user training is scheduled near the end of each phase to ensure that dispatchers and other end users are properly trained.
    a. Trainees from each agency need access to their respective test CAD environment in order to practice initiating information- and resource-sharing transactions through their native CAD consoles.
    b. Prerequisites – students should have a working knowledge of their agency's CAD system and dispatching operations and be skilled in using their native CAD console.
    c. Size of Class – 20 students
    d. Duration – the class will last up to 8 hours depending on the scope, including the number of business rules to be covered.
6. FusionPORTAL training (used by dispatchers of a CAD system that only has read-only access by fusionAWARE as well as a situational awareness tool and for administrative access) is included when applicable.
    a. Course objective – train dispatchers on how to initiate and respond to information- and resource-sharing requests in the fusionPLATFORM that have been designed and implemented by System Administrators.

Upon request and at an additional cost (see Professional Services Hourly Rate in the price list), FATPOT can provide end-user training about how specific fusionPLATFORM functionality interacts with the dispatcher CAD console environment. This specialized training requires FATPOT to be familiar with the

specific CAD systems in use at the customer's site, and therefore the cost varies based on our level of familiarity.

21) Articulate all licensing requirements, annual maintenance agreements and costs, information storage policies, and procedures that relate to your software or other service solutions, if applicable.

Our standard Master Agreement includes a Software License Agreement, Professional Services Addendum (PSA), and a Technical Services Addendum (TSA) that identify licensing and maintenance. Annual maintenance agreement fees are based on the license type and quantity selected by participating NJPA members and are listed in the pricing section of this response. The Master Agreement is attached in the FATPOT exhibit section of this proposal.

Signature: _____ Date: 12/9/16