

Section 3: Interfaces

Expires : 12/30/2017

Standard Interfaces:		Quantity	Price
StateLink - Direct Connect CLETS & National Queries		Site License	\$53,843
ECARS Interface		Site License	\$30,342
Coplogic Interface		Site License	\$6,588
Evidence barcoding Interface		Site License	\$11,911
DL Scanning Interface		Site License	\$11,911
VINE Interface		Site License	\$3,917
Keefe Interface		Site License	\$3,917
E9-1-1 Interface		Site License	\$1,547
ProQA Paramount - Medical		Site License	\$3,941
Hip Link (Cell Phone/Text Paging interface)		Site License	\$14,119
Emergency Reporting (FRMS) Interface		Site License	\$5,313
GTL Inmate Phone System Interface		Site License	\$11,911
Master Time Clock Interface*		no cost	
*Spillman will sync the Spillman server to the Spectra Com Master Time Clock, as we have done with other agencies that use this product. However, we cannot configure other devices outside of the Spillman server to this clock.			
Standard Interfaces Subtotal			\$159,260
Custom Interfaces:			
Cogent Interface: See Exhibit B - Interface Descriptions Cogent Interface Statement of Work		Quantity	Price
		Site License	\$60,000
RMS Citation to Shasta County Courts (JALAN) Interface: See Exhibit B - Interface Descriptions JALAN Interface Statement of Work		Site License	\$45,000
		Site License	\$45,000
Redflex Traffic System Interface: See Exhibit B - Interface Descriptions Redflex Interface Statement of Work		Site License	\$45,000
		Site License	\$65,000
GTL Visitation Export Interface: See Exhibit B - Interface Descriptions GTL Visitation Export Interface Statement of Work		Site License	\$65,000
		Site License	
Custom Interfaces Subtotal			\$215,000
SECTION 3 INTERFACES TOTAL			\$374,260

Section 4: Hardware

expires: 12/30/2017

	units	Manufacturer Name	Model	Price	Ext. Price
Support Modem	1	Cisco	891	NA	\$1,254
E911 Etherlite	1	Digi Etherlite	2	NA	\$737
Datalogic Memor Mobile Barcode Scanner	7	Data Logic / Memor	NA	\$1,092	\$7,644
Datalogic Memor Mobile Barcode Cradle (Docking Station)	7	Data Logic / Memor	NA	\$206	\$1,442
Datalogic Gryphon Barcode Scanner (USB)	7	Data Logic / Memor	NA	\$228	\$1,596
Zebra Barcode Label Printer with Labels	7	Zebra	NA	\$845	\$5,915
Panasonic Toughpad FZ-M1 7" Tablet rugged 1.6GHz - 8 GB RAM - 128 GB SSD	6	Panasonic	FZ-M1	\$3,350	\$20,100
Zebra Thermal Printers for traffic citations	6	Zebra	QLN 320	\$1,054	\$6,324
Server Hardware	See Quote from Solutions II on next tab			NA	\$ 261,517.74
SECTION 4 HARDWARE TOTAL					\$306,530



Price Quote

Quote #: RS-Lin-v3

Client:
Company:
Project: Redding-Shasta: Servers, storage & Failover (Linux)

Date: 11.16.16
Account Rep.: Jeff Robbins
Phone: 801.441.5982
Fax:
Email: jeff.robbins@solutions-ii.com

Notes:

1. Taxes are not included in this price quote and will be invoiced if applicable.
2. Any Shipping/Freight will show as estimated and will be invoiced accordingly.
3. This price quote, supporting configurations, and any associated contracts are confidential to the client specified and Solutions II.
4. Final configuration and prices subject to change based upon the final solutions assurance review and consultation with client.
5. A detailed services Scope of Work (SOW) & MSA Agreement must be executed prior to the commencement of services.
6. Prices quoted assume standard terms and conditions, net 30.

Qty	Part #	Description	Unit Price	Extended Price
Production - Three Servers/One Storage Array				
3	210-ACXS	PowerEdge R630 Server	\$ 1,150.87	\$ 3,452.61
3	329-BC7I	PowerEdge R630 Motherboard MLK		
3	461-AADZ	No Trusted Platform Module		
3	321-BBKK	Chassis with up to 8, 2.5" Hard Drives, Software RAID, 3 PCIe Slots	\$ 79.37	\$ 238.11
3	340-AKPS	PowerEdge R630 Shipping- 8 Drive Chassis		
3	338-BJCT	Intel Xeon E5-2690 v4 2.6GHz,35M Cache,9.60GT/s QPI,Turbo,HT,14C/28T (135W) Max Mem 2400MHz	\$ 2,294.45	\$ 6,883.35
3	338-BJEH	Intel Xeon E5-2690 v4 2.6GHz,35M Cache,9.60GT/s QPI,Turbo,HT,14C/28T (135W) Max Mem 2400MHz	\$ 2,294.45	\$ 6,883.35
3	370-ABWE	DIMM Blanks for System with 2 Processors		
3	412-AAEF	160W Heatsink for PowerEdge R630		
3	412-AAEF	160W Heatsink for PowerEdge R630		
3	370-ACPH	2400MT/s RDIMMs		
3	370-AAIP	Performance Optimized		
3	780-BBJB	Diskless Configuration (No RAID, No Controller)		
3	405-AACD	No Controller		
3	400-ABHL	No Hard Drive		
6	540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	\$ 58.35	\$ 350.10
3	429-AAPS	DVD+/-RW, SATA, Internal	\$ 139.42	\$ 418.26
3	385-BBHO	IDRAC8 Enterprise, Integrated Dell Remote Access Controller, Enterprise	\$ 372.26	\$ 1,116.78
3	330-BBCL	Internal Dual SD Module	\$ 38.90	\$ 116.70
3	385-BBCF	Redundant SD Cards Enabled		
3	385-BBJL	16GB SD Card For iSDSDM	\$ 38.90	\$ 116.70
3	385-BBJL	16GB SD Card For iSDSDM	\$ 38.90	\$ 116.70
3	429-AAQN	No Optical Drive Internal for 8 HD Chassis		
3	325-BBIL	Bezel up to 8 Drive Chassis	\$ 38.90	\$ 116.70
3	770-BBBL	ReadyRails Sliding Rails With Cable Management Arm	\$ 150.01	\$ 450.03
3	384-BBBL	Performance BIOS Settings		
3	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	\$ 546.87	\$ 1,640.61
3	343-BBDK	Electronic System Documentation and OpenManage DVD Kit, PowerEdge R630		
3	611-BBBG	No Operating System, No Utility Partition		
3	421-5736	No Media Required		
3	611-BBBE	No-OS Partition Removed		
3	332-1286	US Order		
3	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell		
3	976-7728	Dell Hardware Limited Warranty Plus On Site Service	\$ 362.00	\$ 1,086.00
3	976-7782	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 5 Year	\$ 403.63	\$ 1,210.89
3	926-8952	5 Year ProSupport and Mission Critical 4HR 7x24 Onsite Pack	\$ 3,966.00	\$ 11,898.00
3	900-9997	On-Site Installation Declined		
3	973-2426	Declined Remote Consulting Service		
12	370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	\$ 527.04	\$ 6,324.48
3	540-BBHY	Intel X520 DP 10Gb DA/SFP+ Server Adapter, Low Profile	\$ 451.63	\$ 1,354.89
6	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America		
6	406-BBEB	QLogic 2560, Single Port 8Gb Optical Fibre Channel HBA	\$ 827.84	\$ 4,967.04
1	210-ACCT	PowerVault MD3820f, 16G Fibre Channel, 2U-24 drive	\$ 1,099.02	\$ 1,099.02
1	340-AIOP	SHIP,MD3820f		

1	403-BBFH	Controller, 16G FC, 2U MD38xxF, 8G Cache	\$	3,491.17	\$	3,491.17
1	403-BBFH	Controller, 16G FC, 2U MD38xxF, 8G Cache	\$	3,491.17	\$	3,491.17
1	325-BBGL	Bezel Assembly, MD3820f	\$	73.10	\$	73.10
1	410-1074	No Additional Software				
1	770-BBCL	ReadyRails II Static Rails for 4-post Racks	\$	86.15	\$	86.15
1	389-BDZU	Power Supply Regulatory Label, 600W, AC	\$	374.18	\$	374.18
1	450-AASQ	Power Supply, AC 600W, Redundant	\$	374.18	\$	374.18
1	450-ABLK	5-15P to C13, 10 amp, 6 feet wall plug Power Cord	\$	17.41	\$	17.41
1	450-ABLK	5-15P to C13, 10 amp, 6 feet wall plug Power Cord	\$	17.41	\$	17.41
1	332-1286	US Order				
1	407-BBOF	2X SFP, FC16, 16GB	\$	1,138.21	\$	1,138.21
1	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell				
1	954-5493	Dell Hardware Limited Warranty Initial Year	\$	491.40	\$	491.40
1	954-5494	Dell Hardware Limited Warranty Extended Year(s)	\$	1,074.06	\$	1,074.06
1	954-5525	ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	\$	63.18	\$	63.18
1	954-5526	ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended	\$	150.93	\$	150.93
1	951-6029	5 Year ProSupport and Mission Critical 4HR 7x24 Onsite Pack	\$	6,786.00	\$	6,786.00
1	973-2426	Declined Remote Consulting Service				
1	900-9997	On-Site Installation Declined				
19	400-ALUT	1TB 7.2K RPM Near-Line SAS 12Gbps 2.5in Hot-plug Hard Drive	\$	460.32	\$	8,746.08
5	400-ALXZ	400GB Solid State Drive SAS Mix Use MLC 12Gbps 2.5in Hot-plug Drive, PX04SM	\$	1,025.94	\$	5,129.70
DR - Three Servers/One Storage Array						
3	210-ACXS	PowerEdge R630 Server	\$	1,150.87	\$	3,452.61
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1	951-6029	5 Year ProSupport and Mission Critical 4HR 7x24 Onsite Pack	\$	6,768.00	\$	6,768.00
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1	900-9997	On-Site Installation Declined				
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5	400-ALXZ	400GB Solid State Drive SAS Mix Use MLC 12Gbps 2.5in Hot-plug Drive, PX04SM	\$	1,025.94	\$	5,129.70
		Virtualization + DR				
1	VCS6-STD-C	VMWARE VCENTER SERVER 6 STANDARD FOR VSPHERE 6 (PER INSTANCE)	\$	5,695.25	\$	5,695.25
1	VCS6-STD-3P-SSS-C	PRODUCTION SUPPORT/SUBSCRIPTION VMWARE VCENTER SERVER 6 STANDARD FOR VSPHERE 6 (PER INSTANCE) FOR 3 YEAR	\$	3,838.64	\$	3,838.64
12	VS6-STD-C	VMWARE VSPHERE 6 STANDARD FOR 1 PROCESSOR	\$	945.25	\$	11,343.00
12	VS6-STD-3P-SSS-C	PRODUCTION SUPPORT/SUBSCRIPTION VMWARE VSPHERE 6 STANDARD FOR 1 PROCESSOR FOR 3 YEAR	\$	827.14	\$	9,925.68
1	VC-SRM6-2SS-C	VMWARE SITE RECOVERY MANAGER 6 STANDARD (25 VM PACK)	\$	4,631.25	\$	4,631.25
1	VC-SRM6-2SS-3P-SSS-C	PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE SITE RECOVERY MANAGER 6 STANDARD (25 VM PACK) FOR 3 YEARS	\$	3,121.62	\$	3,121.62
2	RH00003F3	RHEL SVR PREM PHYSICAL OR VIRTUAL N	\$	3,100.00	\$	6,200.00
6	P-VASSTD-VS-P0000-00	VEEAM AVAIL-TY S-TE STD VMWARE LICs	\$	1,035.00	\$	6,210.00
6	V-VASSTD-VS-P02PP-00	2YR VEEAM AVAIL-TY S-TE STD MLC	\$	563.50	\$	3,381.00
		PROFESSIONAL SERVICES				
1	SII-Svcs	Solutions II - Integration Services (Includes T&E)	\$	44,500.00	\$	44,500.00
		Grand Total	\$		\$	261,517.74

Section 5: Third Party Software

Expires : 12/30/2017

	Quantity	Price
c-treeACE database licensing (FairCom)	Site License	\$56,901
HipLink Software	275 Receivers	\$24,970
Command Solutions Software:		
Spillman CompStat Dashboard	Site License	\$68,200
Spillman CAD Dashboard	Site License	\$24,250
Spillman Community (Public) Dashboard	Site License	<i>no cost</i>
SECTION 5 THIRD PARTY SOFTWARE TOTAL		\$174,321
Required Esri Software		
ArcGIS server 9.x or 10.x		
Edition: Standard or above		
Level: Workgroup or above		
If not owned, must be purchased directly from Esri		
ArcGIS Desktop 9.x or 10.x		
Level: ArcView or above		
If not owned, can be purchased either from Esri or from Spillman		
Network Analyst Extension		
Required for Spillman's Quickest Route module		

Section 6: Miscellaneous

Expires : 12/30/2017

	Tax Rate		Price
Anticipated Hardware Taxes*	7.5%	\$	22,990
Anticipated Software, Services, Interface and 3rd party Services Taxes*	7.5%	\$	147,982
	Quantity	Unit Price	Ext. Price
Pre-paid Users Conference Registration	12	\$900	\$10,800
	Transaction		Est. Dev Cost
Additional CLETS Transactions	NLETS Law Enforcement Officers Flying Armed (entry)		\$4,200
	DMV - DL Soundex Photo Request		\$10,500
SECTION 6 MISCELLANEOUS TOTAL			\$ 196,472

Section 7: Grand Total

Expires: 12/30/2017

Section 7: Grand Total	
	Price
1. Professional Services	\$316,526
2. Law Application Software	\$1,082,484
3. Interfaces	\$374,260
4. Hardware	\$306,530
5. Third Party Software	\$174,321
6. Miscellaneous Including Taxes	\$196,472
Grand Total Including Taxes	\$2,450,592
Additional Discount from Spillman	\$35,000
Tax Savings from 35,000 Discount	\$2,625
Grand Total (firm fixed price not to exceed)	\$2,412,967
One Year Warranty With Taxes	\$278,212

2nd Year Support & Maintenance Estimate	
	Price
Second Year Maintenance with Taxes	\$286,559
Yearly Users Conf Fees Built Into Maintenance with Taxes*	\$11,610
Total	\$298,169

*This annual amount of \$10,800 (before taxes) can be used for Users Conference registration fees, and/or Users Conference travel costs. If not used, this amount will roll over into the next year's Users Conference.

Section 8 & 9: Warranty & 10 Year Maintenance

Expires: 12/30/2017

The following table represents costs for the warranty period as well as 10 years total maintenance with the costs broken down by year. To fulfill the RFP requirement of providing 10 year maintenance pricing (page 40, lines 1-21 of RFP) we assumed a 3% maintenance increase each year; however, the exact amount of Spillman maintenance increases are determined on a year by year basis. If shortlisted, Spillman anticipates further conversation regarding the RFP requirement to cap annual maintenance increases at the Consumer Price Index (CPI) for the state of California averaged over the previous 12 months (RFP page 40 lines, 10-12).

Warranty & Maintenance	Year 1 Warranty	Year 2 - Maint.	Year 3 Maint.	Year 4 Maint.	Year 5 Maint.	Year 6 Maint.	Year 7 Maint.	Year 8 Maint.	Year 9 Maint.	Year 10 Maint.
Hub*	\$19,490	\$20,075	\$20,677	\$21,297	\$21,936	\$22,594	\$23,272	\$23,970	\$24,689	\$25,430
Imaging	\$6,498	\$6,693	\$6,894	\$7,101	\$7,314	\$7,533	\$7,759	\$7,992	\$8,231	\$8,478
Premise & Hazmat	\$3,899	\$4,016	\$4,136	\$4,261	\$4,388	\$4,520	\$4,656	\$4,795	\$4,939	\$5,087
Data Replication Module	\$5,751	\$5,924	\$6,101	\$6,284	\$6,473	\$6,667	\$6,867	\$7,073	\$7,285	\$7,504
CAD w/ Geobase	\$1,494	\$1,539	\$1,585	\$1,633	\$1,682	\$1,732	\$1,784	\$1,837	\$1,893	\$1,949
CAD Mapping	\$747	\$769	\$792	\$816	\$841	\$866	\$892	\$919	\$946	\$975
Response Plans	\$747	\$769	\$792	\$816	\$841	\$866	\$892	\$919	\$946	\$975
Rip and Run	\$449	\$462	\$476	\$491	\$505	\$521	\$536	\$552	\$569	\$586
CAD Mgmt Dashboard**	\$4,000	\$4,120	\$4,244	\$4,371	\$4,502	\$4,637	\$4,776	\$4,919	\$5,067	\$5,219
Law Records	\$11,499	\$11,844	\$12,199	\$12,565	\$12,942	\$13,330	\$13,730	\$14,142	\$14,567	\$15,004
Evidence Management	\$3,450	\$3,554	\$3,660	\$3,770	\$3,883	\$3,999	\$4,119	\$4,243	\$4,370	\$4,501
Traffic Information	\$3,450	\$3,554	\$3,660	\$3,770	\$3,883	\$3,999	\$4,119	\$4,243	\$4,370	\$4,501
Pin Mapping	\$3,450	\$3,554	\$3,660	\$3,770	\$3,883	\$3,999	\$4,119	\$4,243	\$4,370	\$4,501
License & Permits	\$2,875	\$2,961	\$3,050	\$3,142	\$3,236	\$3,333	\$3,433	\$3,536	\$3,642	\$3,751
Pawned Property	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
Alarm Tracking & Billing	\$3,899	\$4,016	\$4,136	\$4,261	\$4,388	\$4,520	\$4,656	\$4,795	\$4,939	\$5,087
Sex Offender Tracking	\$3,450	\$3,554	\$3,660	\$3,770	\$3,883	\$3,999	\$4,119	\$4,243	\$4,370	\$4,501
Vehicle Impound	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
CompStat Dashboard**	\$9,600	\$9,888	\$10,185	\$10,490	\$10,805	\$11,129	\$11,463	\$11,807	\$12,161	\$12,526
Community (Public) Dashboard**	\$3,908	\$4,025	\$4,146	\$4,270	\$4,398	\$4,530	\$4,666	\$4,806	\$4,951	\$5,099
Spillman Analytics & CrimeMonitor***	\$21,360	\$22,001	\$22,661	\$23,341	\$24,041	\$24,762	\$25,505	\$26,270	\$27,058	\$27,870
Personnel Management	\$3,450	\$3,554	\$3,660	\$3,770	\$3,883	\$3,999	\$4,119	\$4,243	\$4,370	\$4,501

Equipment Maintenance	\$2,875	\$2,961	\$3,050	\$3,142	\$3,236	\$3,333	\$3,433	\$3,536	\$3,642	\$3,751
Fleet Maintenance	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
Inventory Management	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
Mobile Records	\$4,394	\$4,526	\$4,662	\$4,801	\$4,945	\$5,094	\$5,247	\$5,404	\$5,566	\$5,733
Mobile Voiceless CAD	\$4,394	\$4,526	\$4,662	\$4,801	\$4,945	\$5,094	\$5,247	\$5,404	\$5,566	\$5,733
Mobile CLETS/NCIC	\$4,394	\$4,526	\$4,662	\$4,801	\$4,945	\$5,094	\$5,247	\$5,404	\$5,566	\$5,733
Mobile AVL & Mapping	\$4,394	\$4,526	\$4,662	\$4,801	\$4,945	\$5,094	\$5,247	\$5,404	\$5,566	\$5,733
Quickest Route	\$2,875	\$2,961	\$3,050	\$3,142	\$3,236	\$3,333	\$3,433	\$3,536	\$3,642	\$3,751
Mobile Premise & Hazmat	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
Spillman Touch	\$5,751	\$5,924	\$6,101	\$6,284	\$6,473	\$6,667	\$6,867	\$7,073	\$7,285	\$7,504
Law Incident/Offense Form	\$5,751	\$5,924	\$6,101	\$6,284	\$6,473	\$6,667	\$6,867	\$7,073	\$7,285	\$7,504
Mobile Arrest Form	\$4,394	\$4,526	\$4,662	\$4,801	\$4,945	\$5,094	\$5,247	\$5,404	\$5,566	\$5,733
Traffic Citation CHP 215	\$15,965	\$16,444	\$16,937	\$17,445	\$17,969	\$18,508	\$19,063	\$19,635	\$20,224	\$20,831
Traffic Accident CHP 555	\$15,965	\$16,444	\$16,937	\$17,445	\$17,969	\$18,508	\$19,063	\$19,635	\$20,224	\$20,831
Jail Management	\$5,936	\$6,114	\$6,298	\$6,486	\$6,681	\$6,881	\$7,088	\$7,301	\$7,520	\$7,745
StateLink (CLETS/NCIC)	\$7,797	\$8,031	\$8,272	\$8,520	\$8,776	\$9,039	\$9,310	\$9,589	\$9,877	\$10,173
ECARS Interface	\$4,394	\$4,526	\$4,662	\$4,801	\$4,945	\$5,094	\$5,247	\$5,404	\$5,566	\$5,733
Coplogic Interface	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
Evidence BarCoding Interface	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
DL Scanning Interface	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
VINE Interface	\$568	\$585	\$603	\$621	\$639	\$658	\$678	\$699	\$720	\$741
Keefe Commissary Interface	\$568	\$585	\$603	\$621	\$639	\$658	\$678	\$699	\$720	\$741
E9-1-1 Interface	\$224	\$231	\$238	\$245	\$252	\$260	\$267	\$275	\$284	\$292
Pro QA Interface - Medical	\$571	\$588	\$606	\$624	\$643	\$662	\$682	\$702	\$723	\$745
Hiplink Paging Interface	\$4,111	\$4,234	\$4,361	\$4,492	\$4,627	\$4,766	\$4,909	\$5,056	\$5,208	\$5,364
Emergency Reporting Interface	\$1,000	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159	\$1,194	\$1,230	\$1,267	\$1,305
GTL Inmate Phone System Interface	\$1,615	\$1,663	\$1,713	\$1,765	\$1,818	\$1,872	\$1,928	\$1,986	\$2,046	\$2,107
Cogent Interface	\$9,600	\$9,888	\$10,185	\$10,490	\$10,805	\$11,129	\$11,463	\$11,807	\$12,161	\$12,526
RMS Citation to Shasta Courts Interface	\$7,200	\$7,416	\$7,638	\$7,868	\$8,104	\$8,347	\$8,597	\$8,855	\$9,121	\$9,394
Redflex Traffic System Interface	\$7,200	\$7,416	\$7,638	\$7,868	\$8,104	\$8,347	\$8,597	\$8,855	\$9,121	\$9,394
GTL Visitation Export Interface	\$9,600	\$9,888	\$10,185	\$10,490	\$10,805	\$11,129	\$11,463	\$11,807	\$12,161	\$12,526
Totals	\$258,802	\$266,566	\$274,563	\$282,800	\$291,284	\$300,022	\$309,023	\$318,294	\$327,843	\$337,678
Totals with Taxes	\$278,212	\$286,559	\$295,155	\$304,010	\$313,130	\$322,524	\$332,200	\$342,166	\$352,431	\$363,004

Equipment Maintenance
Fleet Maintenance
Inventory Management
Mobile Records
Mobile Voiceless CAD
Mobile CLETS/NCIC
Mobile AVL & Mapping
Quickest Route
Mobile Premise & Hazmat
Spillman Touch
Law Incident/Offense Form
Mobile Arrest Form
Traffic Citation CHP 215
Traffic Accident CHP 555
Jail Management
StateLink (CLETS/NCIC)
ECARS Interface
Coplogic Interface
Evidence BarCoding Interface
DL Scanning Interface
VINE Interface
Keefe Commissary Interface
E9-1-1 Interface
Pro QA Interface - Medical
Hiplink Paging Interface
Emergency Reporting Interface
GTL Inmate Phone System Interface
Cogent Interface
RMS Citation to Shasta Courts Interface
Redflex Traffic System Interface
GTL Visitation Export Interface

*Included in the maintenance costs for Hub are pass through maintenance costs from FairCom for c-treeACE database licensing. For a copy of Spillman's maintenance agreement with FairCom please see **Exhibit 7** of the RFP response.

Included in the maintenance costs for the CAD Management Dashboard and the CompStat Dashboard are pass through maintenance costs from Command Solutions. For a copy of Spillman's maintenance agreement with Command Solutions, please see **Exhibit 7 of the RFP response.

***Spillman Analytics & Crime Monitor costs are subscription costs and include pass through subscription costs from Lexus Nexus, formerly BAIR Analytics

Exhibit H: Payment Schedule

Estimated Date	ID Number from Project Schedule	Milestone Description	% Amount
8/1/17	8	Payment upon completion of Onsite Kickoff Meeting	15%
8/11/17	16	Payment upon completion of Network Review and Analysis	10%
8/25/17	19	Payment upon Delivery of Project Planning Report	5%
9/22/17	35	Payment upon City Receiving Exhibit G Hardware	10%
11/3/17	53	Payment upon Server Install on Agency Network	10%
2/16/18	75	Payment upon completion of Admin Training	10%
7/27/18	85	Payment upon completion of CAD/RMS/Mobile end user training	10%
8/31/18	88	Payment upon completion of JMS end user training	10%
1/9/19	107	Payment upon Final System Acceptance	20%

EXHIBIT I

Source Code Escrow Agreement



Effective Date	Sept. 3, 2011
Master Deposit Account Number	39874
*Effective Date and Deposit Account Number to be supplied by Iron Mountain only.	

Three-Party Master Depositor Escrow Service Agreement

1. Introduction

This Escrow Service Agreement (the "**Agreement**") is entered into by and between Spillman Technologies, Inc. ("**Depositor**"), and by any additional party enrolling as a "**Beneficiary**" upon execution of the Beneficiary Enrollment Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "**Party**" or collectively as the "**Parties**" throughout this Agreement.

- (a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("**Services**"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("**Work Request**") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "**Iron Mountain Website**").
- (b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement ("**License Agreement**") conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("**Deposit Material**") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term (as defined below) of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities and Representations

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain's inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.

- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will follow the provisions of Exhibit C attached hereto in administering the release of Deposit Material.
- (e) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.
- (f) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by all the Parties.
- (g) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- (h) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. Payment

The Party responsible for payment designated in Exhibit A ("**Paying Party**") shall pay to Iron Mountain all fees as set forth in the Work Request ("**Service Fees**"). All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related specifically to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date ("**Initial Term**") and will automatically renew for additional one (1) year terms ("**Renewal Term**") (collectively the "**Term**"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. Effective Date and Deposit Account Number to be supplied by Iron Mountain only. The Effective Date supplied by Iron Mountain and specified above shall be the date Iron Mountain sets up the escrow account.

- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. Infringement Indemnification

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's proper administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control the defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

8. Warranties

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN INFORMATION OF A SIMILAR NATURE, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.
- (b) Depositor warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary information during the Term of this Agreement.

9. Confidential Information

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such Party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY

TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

11. Consequential Damages Waiver

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General

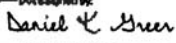
- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, USA, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("Authorized Person" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement.
- (f) Right to Rely on Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person(s). In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.
- (i) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph

becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other Parties.

- (l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) Attorneys' Fees. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, and discovery requests shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action.
- (p) Regulations. Depositor and Beneficiary are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon Iron Mountain hereunder, and results in the activities contemplated hereunder unlawful, Depositor and/or Beneficiary will notify Iron Mountain and Iron Mountain will be relieved of its obligations hereunder unless and until such time as such activity is permitted.
- (q) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of all the Parties.
- (s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 6 (Term and Termination), 7 (Infringement Indemnification), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

(balance of this page left intentionally blank – signature page follows)


IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR	
Signature	
Print Name	Daniel K. Greer
Title	Chief Financial Officer
Date	September 1, 2011 15:46 PT
Email Address	dgreer@spillman.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	Mary K. English
Title	Vice President, Operations
Date	9/2/11
Email Address	ipmclientservices@ironmountain.com

Provide the name and contact information of the Authorized Person under this Agreement. All notices will be sent to the person at the address set forth below.

Depositor Authorized Person/Notices Table (Required Information)	
Print Name	Daniel K. Greer
Title	Chief Financial Officer
Email Address	dgreer@spillman.com
Street Address	4625 West Lake Park Blvd.
Province/City/State	Salt Lake City, UT
Postal/Zip Code	84120
Phone Number	801-902-1417
Fax Number	801-902-1210

<p>Approved as to IPM Operational Content: Iron Mountain IPM Service Delivery</p>  <p>Name: Susannah E. Scott, Contracts Specialist Date: September 1, 2011</p>

Provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

Billing Contact Information Table (Required information)	
Print Name	Daniel K. Greer
Title	Chief Financial Officer
Email Address	dgreer@spillman.com
Street Address	4625 West Lake Park Blvd.
Province/City/State	Salt Lake City, UT
Postal/Zip Code	84120
Phone Number	801-902-1417
Fax Number	801-902-1210

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

(balance of this page left intentionally blank – EXHIBITS follow)

Exhibit A**Escrow Service Work Request**Master Deposit Account Number **39879**

Service Check box(es) to order service	Service Description - Three-Party Master Depositor Escrow Service Agreement All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	One- Time Fees	Annual Fees	Paying Party Check box to identify the Paying Party
<input checked="" type="checkbox"/> Setup Fee	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.	\$2,500		<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Deposit Account Fee	Iron Mountain will set up one deposit account to manage and administer access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		\$1,000	<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Beneficiary	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.		\$700	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administer access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,000	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by SFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 2 - Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$375	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	\$500	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Material" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$175/ hour	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$750	N/A	<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

Exhibit B

Deposit Material Description

Company Name	Deposit Account Number <u>39874</u>
Deposit Name	Deposit Version

(Deposit Name will appear in account history reports)

Deposit Media

(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
<input type="checkbox"/> Electronic Deposit			
<input type="checkbox"/> Other (please describe below):			

Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐ Yes or ☐ No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name	Version
Hardware required	
Software required	
Other required information	

Deposit Certification (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
Name	Name
Date	Date
Email Address	
Telephone Number	
Fax Number	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
 Attn: Vault Administration
 2100 Norcross Parkway, Suite 150
 Norcross, GA 30071
 Telephone: 800-875-5669
 Facsimile: 770-239-9201

Exhibit C

Release of Deposit Material

Master Deposit Account Number	39874
-------------------------------	-------

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. Release Conditions.

Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "Release Conditions"):

- (i) Depositor ceases to actively conduct its business as a going concern, or liquidates, dissolves, terminates or suspends its business without a successor; or
- (ii) Depositor terminates all customer support and maintenance for the software licensed to Beneficiary; or
- (iii) Depositor becomes subject to bankruptcy proceedings for liquidation or dissolution (voluntary or involuntary, if not contested by Depositor in a timely manner); or
- (iv) Depositor's breach of any obligation identified as a source code escrow release condition in the license agreement or other agreement between the Depositor and Beneficiary.

2. Release Work Request.

A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.

3. Contrary Instructions.

From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor Authorized Person(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor's Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction.

4. Release of Deposit Material.

If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. Termination of Agreement.

This Agreement will terminate upon the release of Deposit Material held by Iron Mountain. For the avoidance of doubt, each enrollment of a Beneficiary made by the respective parties signing the Beneficiary Enrollment Form attached hereto as Exhibit E constitutes and shall be construed as a separate agreement between Iron Mountain, Depositor and the signing Beneficiary.

6. Right to Use Following Release.

Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

Exhibit D

Auxiliary Deposit Account to Escrow Agreement

Master Deposit Account Number	39874
Auxiliary Deposit Account Number	

____ ("Depositor"), and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") have entered into the above referenced Escrow Agreement ("Agreement"). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts ("Auxiliary Deposit Account") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: _____ ("Deposit Account Name").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

Depositor Authorized Person(s) Notices Table

Please provide the name(s) and contact information of the Depositor Authorized Person(s) for this Deposit Account. It is the intent of the Parties that the individual identified below will act as the Authorized Person with respect to this Deposit Account. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

Print Name	
Title	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	
Phone Number	
Fax Number	

Billing Contact Information Table

All Invoices for Deposit Account Fees will be sent to the contact set forth below.

Company Name	
Print Name	
Title	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	
Phone Number	
Fax Number	

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR	
Signature	
Print Name	
Title	
Date	
Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

Exhibit E

Beneficiary Enrollment Form

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that **Beneficiary Company Name:** _____ is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number:** 39874 with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement. The last date noted on the signature blocks of this enrollment shall be the Effective Date.

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR		BENEFICIARY	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	
Billing Contact Information Table			
Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.			
DEPOSITOR		BENEFICIARY	
<input type="checkbox"/> <i>Check if same as Authorized Person</i>		<input type="checkbox"/> <i>Check if same as Authorized Person</i>	
Company Name		Company Name	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	
Purchase Order #		Purchase Order #	

Beneficiary Enrollment Form Work Request				
Please check boxes to order services and to identify the Paying Party				
Service	Service Description	One-Time Fees	Annual Fees	Paying Party
<input type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the Agreement.		\$700	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the Agreement that governs the Initial Deposit Account.		\$1,000	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by SFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output Includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	
Email Address		Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Exhibit Q

Escrow Deposit Questionnaire

Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion.

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. If the deposit is on magnetic tape media, what tape format (e.g. DAT DDS4, DLT 8000, LTO-3, etc.) will be used for the deposit?
4. Again if the deposit is on tape, what operating system and version was used to create the tape and what tools (either native OS or commercial (e.g. Backup Exec, NetBackup, etc.) were used to load the data; if a third party or commercial software tool was used, please specify the vendor and exact version of the tool used.
5. Will the deposit be in the format of a database/repository of any type of Versioning or Configuration Management Tool (e.g. Visual Source Safe, Clearcase, Perforce, etc.) or will the software in the deposit be in a clear text/native file system format? If a Versioning or CM tool will be necessary to examine any part the deposit contents, please specify the Vendor and tool and exact version used.
6. Is the software deposit encrypted, including password protected archives, in any way? If so, what tool and version will be used to perform the encryption and will all necessary userid's, passwords or encryption keys be provided to support extraction of the software?
7. What is the total uncompressed size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.); please include any additional peripheral devices that may be necessary to support correct function of the software/system.
2. What is the minimum number of machines required to completely set up the software sufficient to support functional testing? What Operating systems and version are required for each machine?
3. Beyond the operating systems, what additional third party software and tools are required to execute the escrowed software and verify correct operation? Please provide vendor and versions of all third party tools or libraries required to completely configure a system suitable to support functional testing.
4. If a database of any kind is required to support functional testing of the software, does the escrow deposit contain or can the depositor provide scripts and backups/imports necessary to create a database instance suitable to support functional testing. Note: a database containing test data is satisfactory to support functional testing so long as the data is realistic.
5. Approximately how much time is required to setup and configure a system suitable to support functional testing?
6. Approximately how much time would be required to perform a set of limited tests once a test system is configured?
7. Does the escrow deposit contain or can the depositor provide test plans, scripts or procedures to facilitate testing?
8. With the exception of any database identified above, are any connections to external data sources, feeds or sinks required in order to support the proper functioning of the software and to support testing of the software?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?) What types of source code make up the escrow deposit (e.g. - C++, Java, etc.)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software? Please specify vendor, tool name and exact or minimum required version.

9. If a database of any kind is necessary to support compilation, is a running instance of the database necessary or is a static instance consisting of the static and shared libraries and/or header files installed by the database sufficient to support compilation?
10. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
11. Does the escrow deposit contain formal build document(s) describing the necessary steps for build system configuration and compilation?
12. Do you have an internal QA process? If so, please give a brief description of the testing process.
13. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

Company	
Print Name	
Title	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	
Phone Number	

For additional information about Iron Mountain Technical Verification Services, please contact Iron Mountain at (800) 875-5669.

Certificate of Completion

Envelope Number: 1B61E6ABB1914BA19EB34E4404BB4486
 Subject: Please DocuSign this document: spillman stamped 9-1-11.pdf
 Source Envelope:
 Document Pages: 14
 Certificate Pages: 1
 AutoNav: Enabled
 Envelope Stamping: Enabled

Status: Completed

Envelope Originator:
 Ryan Armer
 120 Turnpike Road
 Southborough, MA 01772
 ryan.armer@ironmountain.com
 IP Address: 216.229.152.50

Record Tracking

Status: Original
 9/1/2011 3:28:20 PM PST

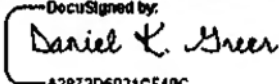
Holder: Ryan Armer
 ryan.armer@ironmountain.com

Location: DocuSign

Signer Events

Daniel K. Greer
 dgreer@spillman.com
 Security Level: Email, Account Authentication
 (None)
 Consumer Disclosure:
 Not Offered
 ID:

Signature

DocuSigned by:

 A2872D6021CF49C...
 Using IP Address: 65.121.182.3

Timestamp

Sent: 9/1/2011 3:38:40 PM PT
 Delivered: 9/1/2011 3:39:56 PM PT
 Signed: 9/1/2011 3:46:21 PM PT

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Tadiana Jones
 tjonesdjp@aol.com
 Security Level: Email, Account Authentication
 (None)
 Consumer Disclosure:
 Not Offered
 ID:

COPIED

Sent: 9/1/2011 3:38:40 PM PT
 Delivered: 9/1/2011 3:40:14 PM PT

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/1/2011 3:38:40 PM PT
Certified Delivered	Security Checked	9/1/2011 3:39:56 PM PT
Signing Complete	Security Checked	9/1/2011 3:46:21 PM PT
Completed	Security Checked	9/1/2011 3:46:21 PM PT

EXHIBIT J
SPILLMAN PROPOSAL DOCUMENTS



spillman[®]
technologies, inc.

reliable innovation

Response to the City of Redding

Request for Proposals for Integrated Public Safety
CAD/RMS/JMS Replacement Project
(Schedule Number 4718)

Table of Contents

5.1.	Letter of Conveyance	i
5.2.	Section I Executive Summary	iv
5.3.	Section II Exceptions.....	1
5.4.	Section III Corporate Background/Experience	3
5.5.	Section IV Law Application Software Information	14
5.6.	Section V Scope of Work	22
5.7.	Section VI Cost Proposal	95
Section 1	Professional Services	95
Section 2	LAW Application Software License	95
Section 3	Interfaces	96
Section 4	Hardware.....	97
Section 5	Third Party Software.....	97
Section 6	Miscellaneous	97
Section 7	Grand Total	97
Section 8	Warranty and Maintenance Costs	98
Section 9	10 Year Annual Maintenance Costs- Law Application Software	98
Section 10	Options	99
Section 11	Addendum	99

Exhibit 1 – Standard Purchase and License Agreement (Confidential)

Exhibit 2 – Project Team Resumes

Exhibit 3 – Certified Financial Statements (Confidential)

Exhibit 4 – Spillman Customer List (Confidential)

Exhibit 5 – Sample Statement of Work

Exhibit 6 – Preliminary Implementation Timeline

Exhibit 7 – Third Party Agreements

Exhibit 8 – Sample User Documentation

Exhibit 9 – Hardware Recommendations

Exhibit 10 – Sample Marketing Literature

5.0 PROPOSAL FORMAT

All proposals must be formatted as follows:

Section and subsection numbers must appear throughout the document and must be consistent in format and consecutive in the order in which they appear. Each page of the proposal must be sequentially numbered from the beginning of the proposal to the end, without interruption or break.

5.1. Letter of Conveyance

Understood. As requested, please see a Letter of Conveyance and Executive Summary provided on the pages that follow.

June 05, 2015

Purchasing Division
777 Cypress Avenue
Redding, CA 96001-3318

RE: Public Safety Software Request for Proposals

To whom it may concern:

Spillman Technologies is pleased to present this proposal in response to the Request for Proposals (RFP) issued by the City of Redding for an Integrated Public Safety Software Solution. Based on Spillman's 30 years of dedicated experience supporting advanced CAD solutions, as well as time spent with many individuals throughout Shasta County we are confident the proposed solution will meet the public safety's needs for a fully integrated public safety software solution.

We recognize that public safety officials in the region are not only interested in a fully integrated public safety software system, but also in selecting an experienced vendor capable of supporting the goals of improved safety and reduced crime. This proposal discusses in detail Spillman's industry expertise as well as our ability to support the public safety objectives of this project both now and in the future.

As an important component of the vendor evaluation process, we would welcome the opportunity to demonstrate our product's functionality and discuss our complete solution. During the review process of vendor responses, however, we would also invite you to consider the following key advantages and differentiators associated with the Spillman offering:

Company Background

- 100% of Spillman's work force is dedicated exclusively to our public safety software products – we have no other sidelines or competing interests
- Spillman has more than 30 years' experience operating in the public safety software industry
- Spillman has never been in litigation with a customer
- Currently we serve more than 1,400 customers nationwide, which includes 70,000 public safety professionals in 42 states
- Spillman serves a variety of agency types including police, sheriff, fire, jail, and communication centers

Functionality

Spillman offers a fully integrated system, which eliminates redundant data entry and reduces inaccuracies

- Spillman has multi-jurisdictional expertise that no one else in the industry can duplicate (80% of all current Spillman customers operate in a multi-jurisdictional environment)
- The Spillman solution provides industry-leading, flexible searching capabilities as well as comprehensive ad hoc reporting options

Support

All of our customers receive free upgrades and enhancements of their Spillman-licensed products for the life of an executed Services Agreement

- Spillman has an unrivaled success record for all new customer implementations (on time and within budget)

As an expert in providing CAD solutions, Spillman Technologies is uniquely qualified to meet the consortium's specific needs. We appreciate your consideration and look forward to establishing a long-term partnership with the public safety agencies in Shasta County. If there are any further questions we can answer regarding this proposal response or our solution, please do not hesitate to contact us.

Sincerely,

Lance Clark
President and CEO



Tyler Jensen
Field Sales Executive

5.2. Section I Executive Summary

Executive Summary

Spillman Technologies appreciates the opportunity to respond to the City of Redding's Request for Proposals (RFP) for an Integrated Computer Aided Dispatch System. We look forward to working with the agency in successfully implementing and supporting this vital project.

The Spillman Advantage

With an unparalleled track record of state-of-the-art software development, Spillman is uniquely positioned to support Shasta County Public Safety Agencies in meeting its goals of improving efficiency and reducing cost. Because of our exclusive commitment to public safety, Spillman offers an advantage few others can – a dedicated solution with no competing interests. This is a distinct feature in an industry where vendors frequently view public safety software as merely a line item or a fraction of their business model.

Spillman Longevity

Since 1978, Spillman has been developing cutting edge technologies that provide timely and dependable access to information. This longevity in the industry has allowed Spillman to develop a comprehensive suite of products and services, which has ultimately resulted in an impressive and loyal customer base. Currently, Spillman provides services to more than 1,400 customers nationwide, 542 of which have been working with Spillman for more than 10 years. Of those 540 agencies, 369 have been Spillman customers for 15 years or longer. We attribute this loyalty to an extraordinary record of service and an unwavering commitment to managing flawless agency implementations.

Spillman Reliability

Over the last three decades, many companies have entered the public safety software market. In order to stay viable, however, many of these organizations have had to either explore mergers, acquisitions, buy-outs, and source-code additions, or face exiting the market entirely. As the Spillman offering has matured, it has never been necessary to acquire new technologies in order to provide a more complete offering. Any acquisition or third party product solution would require temperamental interfacing and inordinate patchwork, ultimately resulting in an unreliable and inconsistent design. The Spillman system has always evolved on its own to implement the latest technologies available and continue to meet the expanding needs of the industry.

Spillman Flexibility

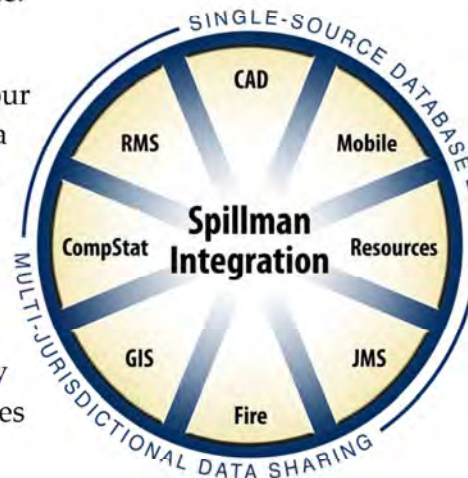
The Spillman system has the ability to be tailored to meet the individual needs of any of our public safety clients. Our customers leverage fully customizable features providing immediate access to information across all modules and record types while allowing administrators to evaluate efficiencies using a variety of performance-based matrixes. This flexibility is made possible by complete system integration, a benefit that Spillman has become known for.

The Spillman Solution

The Spillman system is powered by a 30-year history of dynamic growth, superior technology, and unsurpassed service excellence. This vast expertise has allowed Spillman to grow a solution that meets the progressive needs of our expanding customer base.

System Integration

One of the distinct advantages of Spillman is that our technology captures, links, and reports data using a unified, single-source database. Information is then populated and referenced throughout the entire Spillman system, creating immediate and seamless access to information for all users at all times. This integration prevents duplicate data entry at every level, ensuring the most current content is available at any given moment, which enhances user efficiency, improves data accuracy, and amplifies officer safety.



Site License Structure

Spillman provides a site license for all modules granting system-wide access to all purchased modules for an unlimited number of users with no price increase for extra licenses – ever. Our customers never worry about how to accommodate expanding user needs as Spillman’s unique licensing structure anticipates and supports agency growth. This key feature allows our customers to effortlessly adapt according to their changing needs and truly utilize the system to its full potential.

Multi-Jurisdictional Expertise

Our integrated solution can support data sharing between the internal departments of a single agency, or the various systems of multiple external agencies. This feature increases user search capabilities and streamlines the information gathering process, ultimately resulting in improved officer and public safety. In order to maintain appropriate data access, each entity using a shared system is prescribed distinct security settings with specific permissions unique to the agency. For example, security can be set so certain users only have access to those records that belong to their individual department or agency. Spillman’s multi-jurisdictional expertise ensures complete data integration across the system, and access to that information at whatever level an agency deems appropriate.

Spillman Support

In an industry where vendors come and go, and where agencies often change software vendors in 5-10 year cycles, reliability may be more the exception than the rule. With that said, Spillman is proud of our impeccable implementation and support track record. In the company’s 30-year history, Spillman has an unprecedented 100% success rate for new system implementations and has never failed to satisfactorily complete any work we have been awarded. Our continued growth in recent years can be attributed to both our powerful solution and the unmatched support Spillman customers have come to rely on.

Implementation

Spillman's Implementation Team follows the Project Management Institute (PMI) framework in its approach to project communication, strategic execution, and timeline management. Our highly skilled personnel provide onsite end user training during implementation to educate agency staff on how to optimize the system. Spillman also offers agency-specific training courses that consist of classroom instruction, written examinations, and supervised practice exercises on computer terminals. To ensure users have the opportunity to become completely familiar with the software, Spillman provides focused support at implementation and on an ongoing basis.

Upgrades and Enhancements

All Spillman-licensed software upgrades and enhancements are included as part of an executed Support Agreement. While other industry vendors often structure agreements that include minimal service commitments, such as version upgrades and bug fixes or enhancements for only a specified time period, it is Spillman's practice to include all software upgrades and enhancements for the life of the partnership. This philosophy allows our customers to not only receive comprehensive software maintenance, but also to take full advantage of our continually improving technology.

Dedicated Support

Spillman has always been committed to providing ongoing and attentive support to all of our customers. Each agency is assigned a dedicated account manager at implementation to coordinate resources in an effort to maximize customer satisfaction. To support the account management effort, Spillman's Help Desk, operated by knowledgeable Spillman support technicians, is available by phone, email, and online on an ongoing basis.

Conclusion

At Spillman Technologies, it is our mission to provide state-of-the-art technology for the public safety sphere that increases user efficiency and improves the safety of first responders and citizens. The complete Spillman solution has been performing above that standard for decades. We look forward to working closely with Shasta County Public Safety Agencies to customize the best solution to meet your specific needs.

5.3. Section II Exceptions

Section II must identify each item of this RFP with which the Contractor takes exception, identifying the section heading, section number, subsection number (if any), page number and line number(s) as they appear in this RFP. Contractor must copy the language from the RFP to which the Contractor is taking exception and must provide text of the proposed change. Explanations are encouraged to help the IPS evaluation team understand the rational for the proposed change.

It is standard practice that keywords, phrases, and terms be clarified, negotiated, and agreed upon mutually prior to making acceptance of all terms and conditions of contracts. With that stated, most of the items in the RFP are agreeable to Spillman. Further negotiations are requested with agency officials, however, to ensure understanding of each item in this section. Please note that Section III of this proposal responds to the individual requirements of the RFP and exceptions and clarifications are made throughout.

Our contracts have evolved over 30 years in business, and they generally serve as a basis for most of our customer agreements as they contemplate details that rarely appear in the standard contracts agencies are asked to use by the municipalities they serve. Spillman is open to modifying language contained in our agreement as needs arise, but would prefer to work with our content as a basis. Please see **Exhibit 1** for a sample of our standard Purchase and License Agreement.

Spillman would like to reinforce our stance that further discussions ongoing about *all* terms and conditions would be beneficial to both parties, and we look forward to working closely with the Agencies to determine mutually agreeable language to govern this project. Below we have included a number of sections that contain language Spillman takes exception to:

9.5. Transfer of Title/Software License Effective Date

Transfer of title for hardware shall occur upon completion of installation and demonstration that the hardware, operating system(s) and any 3rd party software provided by Contractor is fully operational and all components operate free of reproducible defects as defined by the contract. All Law Application software licenses shall take effect on the date the software is installed on equipment at City facilities.

Due to the nature of the support agreement with the server hardware provider, the title holder must be designated at the time of installation on site. This title may not be changed during the first year of ownership after which there is a process to transfer the title for subsequent years. Therefore, Spillman recommends and proposes that the Agencies take ownership of the server title from the point of installation in order to avoid the process of transferring server title after the first year. Additionally, this will ensure that if any support calls are necessary, the Agencies are able to direct those questions to the manufacturer itself, which is the most knowledgeable of its product. Payment to Spillman for the hardware and services can be negotiated, as requested, based on successful demonstration that the hardware, operating system, and other software is fully operational as defined by the contract.

2.13. Performance Bond

The Contractor selected for this project may be required to post a performance bond in an amount equal to 100% of the total negotiated price of the System to be installed. Contractors must identify the cost of the performance bond in their proposals.

The performance bond, if required, must be perfected within ten (10) days of execution of the contract or the contract shall be null and void. No payments will be made to Contractor until the City has approved a properly executed bond.

The Contractor shall forfeit the Performance Bond in the event the Contractor fails to properly, promptly and efficiently perform the contract or if the contract is terminated by default or bankruptcy of the Contractor.

Contractors unable or by company policy refuses to provide a performance bond for this project must state their reasons and offer an acceptable alternative form of protection for the City.

The City will reject any and all proposals that represent an unreasonable risk to the City.

Performance bond pass through costs from Spillman equal 6.5% of the total contract. Because of the high cost to a performance bond, and given Spillman's history of success in the public safety software market with nearly 1500 customers, new customers typically prefer less costly alternative forms of protection. These include but are not limited to: detailed acceptance testing, warranties, and setting up payment amounts and terms strictly tied to implementation milestones in order to reasonably mitigate risk to the agencies. Please take note that Spillman **can** currently provide a performance bond but given the high costs we have not included it in our price quote. If a performance bond is important to the agencies, please just multiply the grand total by 6.5%.

In most instances, operating under an agreement that defines a payment schedule with specific milestones that are met by the vendor instead of using a bond is more favorable to a customer. For example, many agreements will state that once individual modules of a system have been successfully implemented or acceptance testing has been conducted, then a portion of the cost would be paid. This model offers a number of certainties that a performance bond cannot. Instead of simply relying on the money fronted for the bond, an agency can actually influence the acceptable implementation of specific components of the purchase. Instead of just waiting for failure and holding the threat of default due over a vendor, an agency can actually predict the timing and influence the quality of an outcome. Vendors also implement systems better this way because they will implement according to the flexible desires of the customer, which often change during an implementation process, instead of implementing the system according to how the performance bond documentation states and which has no flexibility.

5.4. Section III Corporate Background/Experience

Section III must include a complete history of the company from inception to date of proposal.

Spillman History

Richard Spillman, founder of Spillman Technologies, originally developed the software concept for the company in the late 1970's. While designing an accounting system for Cache County, Utah, he learned the county critically needed a comprehensive law enforcement information management system. Spillman soon discovered that the need was not unique to Cache County, it was a need shared industry-wide. In 1982, Spillman Technologies opened its doors, and the following year, Spillman released its first public safety software package in cooperation with the Cache County Sheriff's Office. After more than 30 years of cultivating the product, Mr. Spillman is still actively involved in the day-to-day direction and operation of the company.

Since its beginning, Spillman Technologies has been committed to developing and refining software solutions that encompass key aspects of public safety operations, including Computer-Aided Dispatch (CAD), records management, mobile applications, crime analysis, and more. The company's focus has always been trained squarely on the development and support of our public safety software products – Spillman has no other business interests. This focus has allowed us to concentrate on evolving our product offering and improving our processes to best support the public safety professionals we serve.

We have been working with the public safety industry for more than 30 years, during which time our client base has swelled to more than 1,400 agencies in 42 states, allowing us to serve more than 70,000 public safety professionals nationwide.

Financial Stability

Every facet of Spillman's product design and business structure hinges on a high standard of reliability and customer satisfaction. A new software system is a significant investment, and Spillman's stable financial history assure our customer agencies that their investment is sound and our partnership will be long-term.

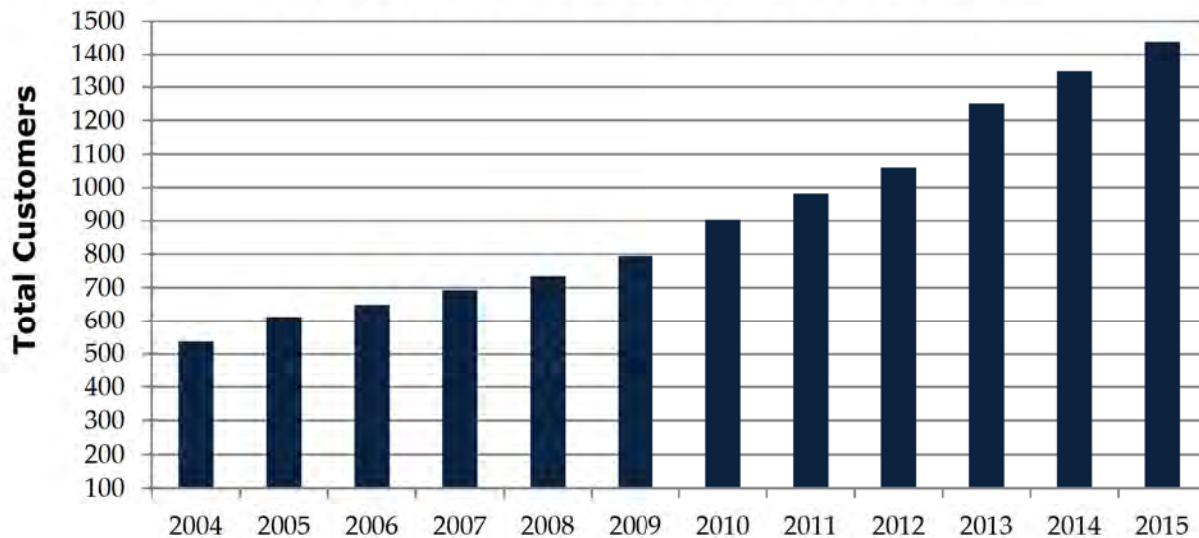
Customer Acquisition and Retention

With over 30 years of experience and more than 1,400 customer agencies spread throughout the United States, Spillman has a solid track record of developing and maintaining successful business partnerships:

- During Spillman's history of providing public safety solutions, we have an unprecedented 100% implementation success rate.
- In the last two years alone, Spillman has contracted with nearly 300 new customer agencies across the country.
- Spillman has seen steady growth in the number of new customers added over the last decade. During that time, our total number of customers has more than doubled.

1

Spillman Customer Growth



2

3

Investment in Public Safety Software

Spillman devotes thousands of development hours to user-requested enhancements and the continued expansion of our solution. While customer feedback plays a key role in Spillman's development plans, we also conduct extensive industry research to supplement user suggestions. Our assessment of industry trends, technological developments, and evolving law enforcement needs enables Spillman to stay on the cutting edge of technology. Industry research, coupled with customer recommendations, ultimately determines the development of the software solution:

11

- Currently, approximately 65 employees (roughly 25% of Spillman's total workforce) are dedicated to evolving the software solution. This includes research and design, software development, and quality assurance.

- Spillman invests an average of 20% of the company's annual revenue in the advancement of our software.

17

What this all means to our customers is continual access to the most advanced software system on the market, at no additional cost. Every customer we serve receives Spillman-licensed software enhancements and upgrades at no extra charge for the life of an executed agreement.

21

22

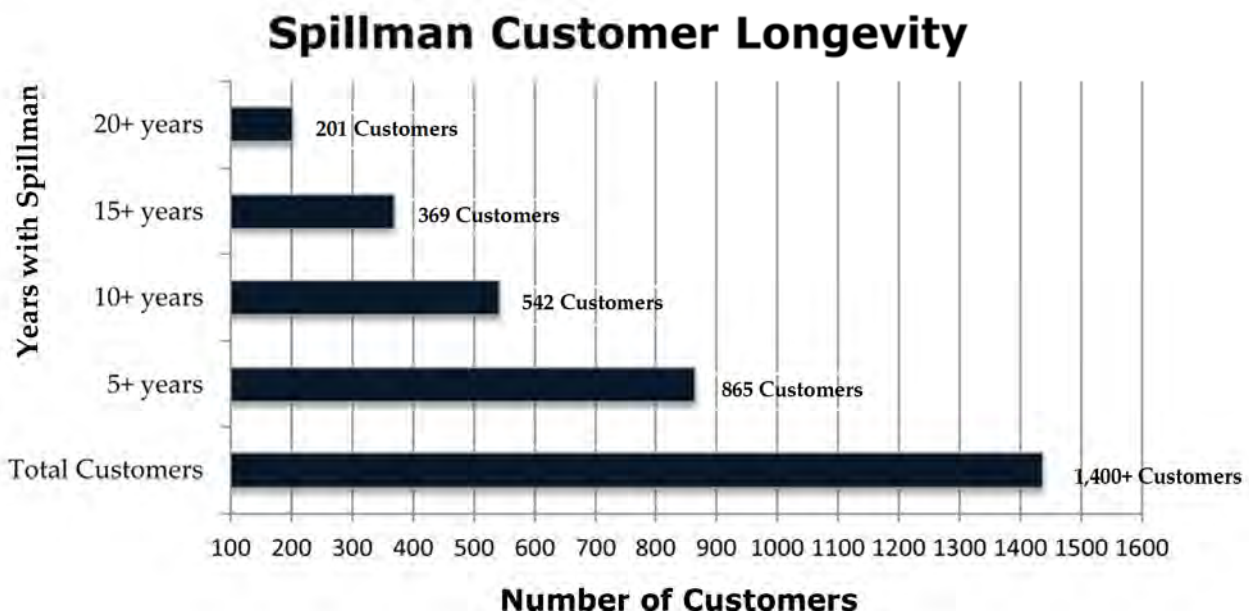
Spillman's Track Record

Spillman's record of excellence has placed us in a position to lead the industry well into the future. Our commitment to providing world-class service and software to the public safety sphere is demonstrated by the consistent satisfaction of our customers, our continued investment in the solution, and industry-leading support:

- Spillman's influence continues to expand in the industry, which can be attributed directly to the satisfaction of our current client list – more than half of Spillman's new customers are the result of client referrals.
- Spillman is committed to enhancing and expanding our product offerings – at 21 software versions mature, Spillman offers more than 40 integrated software modules.
- Spillman provides technical support in a timely manner – our customer support response time for 2014 averaged approximately 38 minutes.

Contractors must identify and describe their company so that a clear understanding of the history, size, scope, experience, expertise and available resources are clearly understandable to the City.

Spillman currently provides our full suite of CAD, records management, mobile, and crime analysis products to more than 1,400 public safety agencies across the country. Our client agencies include police departments, sheriff's offices, communication centers, campus police, tribal police, fish and wildlife police, and even port authorities.



Of our 1,400+ customers, more than 542 of them have used the software for more than 10 years, 369 have been with Spillman for more than 15 years, and more than 200 have utilized our services for over 20 years. Building long-term partnerships is a very important facet of our internal business philosophy – we strive to provide our customers with the best technology and support in the industry.

If the company is a subsidiary of a larger firm, it must be identified. Contractor must also identify all company name changes that have occurred from its inception.

Not applicable. Spillman has never been acquired, nor have we ever acquired any other company or product. Over the last three decades, many companies have entered the public safety software market. In order to stay viable, however, most of these organizations have had to either explore mergers, acquisitions, buy-outs, and source-code acquisitions, or face exiting the market entirely. As the Spillman offering has matured, we have never acquired new products or companies, which would have required us to patch together an offering with different user interfaces and inconsistent designs.

Spillman operated under the name “Spillman Data Systems” from 1982 to 1997. In 1997, the business name was changed to “Spillman Technologies, Inc.” to reflect the product’s evolution, and to ensure the name would encompass future technologies as well. Our company continues to grow and has remained consistently strong. In fact, for the seventh consecutive year, in 2014 Spillman was again named as one of *Inc.* magazine’s 5,000 fastest growing private companies in the nation.

If the Contractor has acquired other companies and/or products they must be identified including the name of the company and/or product, and date of acquisition. Some bidders will be a subsidiary of a larger company. Please include relevant information on the parent company and more specifically, detailed information about the subsidiary (or division) that is dedicated to the public safety marketplace.

Not applicable.

Contractors must identify the total number of full time employees (excluding outside contractors or contract employees) that work full time in public safety.

Spillman has 275 employees, all of whom are 100% devoted to the development, service, and support of the only product we offer – our public safety software. Every employee at Spillman focuses on public safety software, including our call center and support departments. We are committed to providing the public safety professionals we serve with the best products and services in the industry, and believe that the only way to do so is to focus exclusively on public safety. Many of our employees are former members of the public safety community, which provides them insight into industry standards and needs that could come from nowhere else.

1



Spillman employs more than 275 individuals based at our corporate headquarters in Salt Lake City, UT

2

3 **Identify the number of full time employees that work in 1) sales, 2) installation services,**
4 **3) training services, 4) support services, 5) administration, or 6) admin support.**

5

6 Spillman employs a full team of experienced account and project management professionals
7 dedicated to the implementation and support of our customers. With over 30 years of
8 experience and more than 1,400 customer agencies throughout the United States, we have a
9 long history of providing world-class service to our customers. From the moment an agency
10 transitions to the Spillman solution, our services professionals (listed below) are focused on
11 their satisfaction.

12

Position	#
Sales	50
Installation Services	52
Training Services	47
Support Services	78
Administration	5
Admin Support	43
Total:	275

If an individual works in more than one area, you must pick the area in which that person spends most of their time so as to ensure there is no duplicate count in the totals provided. Identify all employees that work from their home and identify their location (city, state, country). Home street addresses are not required.

Spillman currently employs approximately 275 individuals, three (3) of whom are based out of home offices, including Josse Allen (Caldwell, ID), Trey Crane (Phoenix, AZ), and Josh Bogdan (Watertown, NY).

Identify all full time employees that will be assigned to the project and include their resumes in this section of the proposal.

The full-time implementation team assigned to this project has extensive experience in the fields of software design and development, customer service, and public safety. The following profiles outline the qualifications of the Spillman staff who will be involved with the Agencies' implementation:

Evan Nyman, Project Manager

Mr. Nyman joined Spillman Technologies in 2002. Currently, he is responsible for assisting client agencies after the implementation process is complete and will be the Oneida County Sheriff's Department's ongoing point of contact at Spillman Technologies. Prior to becoming an account manager, he coordinated all Spillman software production projects. Before coming to Spillman, he worked as a senior district executive for the Boy Scouts of America. Mr. Nyman received a BA in Communications (Cum Laude) from Utah State University in 1996.

Trey Davis, Client Services Manager

Mr. Davis is responsible to client agencies as a direct point of contact, coordinating software upgrades and patches, implementing projects with existing customers, maintaining frequent contact with Spillman's client agencies, and ensuring a high level of customer satisfaction. Before joining the company, Mr. Davis was employed by BambooHR as a customer success manager where he performed customer cross-section analysis to create value roadmaps. Mr. Davis earned his BS degrees in Business Management from Brigham Young University.

Corey Roberts, PMP Director of Project and Account Management

Mr. Roberts joined Spillman Technologies in 1999 as a Help Desk Specialist. After completing his degree, he was promoted to Support Technician, then Help Desk Supervisor. He has more than nine years of experience providing technical assistance and training for Spillman customers. Currently, he is responsible for coordinating all new customer implementation activities, as well as managing our Account Managers working with Spillman's existing customers.

Mr. Roberts has completed advanced learning certifications in Customer Service Basics, Team Work, and Continuous Improvement through Problem Solving using the Achieve Global training program. He is also certified as a Specialist Spillman System Administrator. As the Director of Project and Account Management, Mr. Roberts has overseen more than 400 new agency implementations and over 1,000 account sales implementations (new modules for existing customers).

Brad Spackman, Customer Support Manager

Mr. Spackman has worked for Spillman Technologies for 10 years. He currently manages Spillman software support. Prior to Spillman, he worked for two years as a dispatcher and six years as a police officer for a local law enforcement agency. During part of that time, he was the computer system administrator for the agency.

Mr. Spackman has significant experience working with both Windows and UNIX operating systems. He has contributed to the successful implementation and support of Spillman software at many law enforcement agencies throughout the United States. Mr. Spackman received his Bachelor of Arts in Sociology with a minor in Business Information Systems from Utah State University in 1997 and a Master of Business Administration from Utah State University in 2005.

Craig Adams, Installation Manager

Mr. Adams started with Spillman Technologies in 2005. He spent three years as a Systems Engineer where he installed and configured Spillman software for numerous agencies, and is currently the Installation Department Manager. In this role, Mr. Adams oversees the software and hardware installs for all new and existing customers, while maintaining quality control on all software and hardware implementations. He oversees the training of the Systems Engineers as well as installation documentation for customers.

Mr. Adams also works with current and potential Spillman customers to certify hardware solutions. Mr. Adams has a Bachelor of Arts in Business Administration from Idaho State University. He has been a certified Dell server technician and currently holds technical and sales certifications for Power Systems from IBM.

Craig Whiting, Installation Technician

Mr. Whiting has been working with Spillman Technologies since 1997. He is responsible for installation of Spillman Software for all customer computer systems, and has been responsible for installations at more than 40 sites. Mr. Whiting, or an installation technician under his supervision, will be onsite after hardware delivery to install software on the agency's hardware. While there, he will also test the equipment in the training room. Mr. Whiting received a dual Bachelor of Arts in Computer Science and Business Administration in 1990 from Utah State University.

Derik Christensen, Customer Education Manager

Mr. Christensen was promoted to Spillman's Customer Education Manager in 2009. Prior to that, he performed as both the Training Coordinator for Spillman and in our Quality Assurance Department testing new projects and working with beta sites.

Prior to joining Spillman, Mr. Christensen worked for more than six years as a 911 Operator, Patrol Officer, and System Administrator for Utah State University. Mr. Christensen has more than 15 years of experience working with the Spillman software and holds a Bachelor of Arts in Natural Resources from Utah State University.

Elly Dice, Trainer

Ms. Dice began her public safety career at the Emporia Police Department in Emporia, Kansas. She served for three years as the Communications Supervisor and was responsible for all of the in-house Spillman software training. Ms. Dice began working for Spillman Technologies as a Product Instructor in 2007. She specializes in Computer-Aided Dispatch (CAD), including administration and mapping. With her work experience in both law enforcement and as a Product Instructor, Ms. Dice is able to assist agencies not only with the implementation of the software, but also in fully complying with organizational policies and procedures. Ms. Dice completed her Bachelor of Arts in Secondary Education and Sociology at Emporia State University in 2004.

Jeff Griffin, Trainer

Mr. Griffin started his career in law enforcement with the Fayette County Sheriff's Department in Indiana as a reserve officer. After 17 years of service he retired with a wide range of experience working as a Dispatcher, Correctional Officer, Deputy Sheriff, Paper Service Deputy, Investigations Officer, and Jail Administrator. Mr. Griffin began his career at Spillman Technologies as a Product Instructor in 2003. He has experience training all areas of the software, though his expertise lies specifically with Corrections and Law Records.

Mr. Griffin holds certifications as a D.A.R.E. Officer, Indiana Jailer, Indiana Law Enforcement Officer, Emergency Medical Technician, and Spillman Applications Administrator. Mr. Griffin served on the Swift Water Rescue Team, Tactical Rifle Team, and Emergency Response Team (joint county-city). Prior to this he served in the U.S. Navy's Submarine Service for four years.

Jeff Niekamp, Trainer

Mr. Niekamp started working in Spillman's Documentation department in 2006. Since starting at Spillman, he has developed a number of new educational tools including a redesigned student handbook, online testing capabilities, and videos that can be used for teaching and reviewing Spillman software. Mr. Niekamp currently works as a Product Instructor and focuses mainly on training and developing materials for new Spillman products.

After receiving his Bachelor of Arts in Education in 1997, and while completing a Master of Arts in Education, Mr. Niekamp worked as adjunct faculty at both Brigham Young University and Utah Valley State College. During this time, he experimented with new learning situations, including some of the first online classes at BYU.

Lila Nealand, Trainer

Ms. Nealand began her public safety career working for the Kootenai County Sheriff's Department in Kootenai, Idaho as the Records Manager/Supervisor in 1989. Ms. Nealand is a certified Spillman Applications Administrator and is also certified in both basic and advanced NCIC. Ms. Nealand started working for Spillman Technologies as a Product Instructor in 1994, and draws on a total of 19 years of experience with the software. While she is conversant with all aspects of the Spillman suite, her specific area of expertise lies with the Records Management System module.

Mike Kilgore, Trainer

Mr. Kilgore has been working in law enforcement since 1989. He started as a reserve police officer, moving later to positions of dispatcher and Spillman Application Administrator at a police department outside of Indianapolis, Indiana. As an Application Administrator, Mr. Kilgore managed the Spillman software for seven years. He is trained as an emergency medical dispatcher (EMD), and is certified in NCIC and critical incident management. Mr. Kilgore started working for Spillman Technologies as a Product Instructor in 1998. He provides training in all aspects of the software, drawing on more than 19 years of experience with the Spillman software.

As requested, detailed resumes for all members of the proposed project team have been provided as Exhibit 2.

Contractor must identify contract employees separate from full time employees and also state whether they work from their home or a formal office. Include the home or office location (city, state, country). Home street addresses of contract employees are not required. For each contract employee, state his or her role (and title, if any). Identify all contract employees that will be assigned to the City project and include their resumes in this section of the proposal.

Not applicable. Contract individuals will not be employed by Spillman for the Shasta Public Safety project.

Certified financial statements must be provided for public corporations for each of the last three fiscal years, including external Audit reports. Financial statements from privately held companies are requested, but not required.

As requested, certified financial statements have been provided as part of the confidential packet marked Exhibit 3.

A project manager and a backup project manager must be identified for this project. Identification of the technical lead for the project, who will play the primary hands-on leadership role in all technical aspects of the project. Their resumes must include a detailed description of their experience in managing the installation of the Contractor's proposed Law Applications nationally and more specifically, in the State of California. Resumes shall include the name(s) of the law enforcement agency for which the individual identified to be the project manager for this project served as a project manager during the past five (5) years including contact name and phone numbers.

Evan Nyman will oversee the daily operations and onsite activities. He will ensure implementation is completed on time, within budget, and according to agency expectations. Below is a breakdown of Mr. Nyman's recent projects:

Agency	State
Northport PD	AL
Azusa PD	CA
Covina PD	CA
Fountain Valley PD	CA
Garden Grove PD	CA
Glendora PD	CA
Peachtree City PD	GA
Linton PD	ID
Livingston County Consortium <ul style="list-style-type: none"> Dwight PD Fairbury PD LivCom Dispatch Center Livingston County Sheriff Pontiac PD 	IL
Taos County Consortium <ul style="list-style-type: none"> Questa PD Taos County Sheriff Taos PD Ski Valley PD 	NM
Cortland County Consortium <ul style="list-style-type: none"> Cortland County Dept of ER Response & Communication Cortland County Sheriff Cortland PD Homer PD 	NY
Claremore PD	OK
Dane County Sheriff	WI

Mr. Nyman will be the Agencies' ongoing point of contact, coordinating Spillman's technical team resources. Mr. Nyman will ensure the technical team assignments are suitable for this project throughout each implementation stage requiring a different technical lead:

- Applications Technical Lead: Spillman trainers
- Installation Technical Lead: Spillman installation technician
- Data Conversion Technical Lead: VP of development
- Interface Development Technical Lead: product line manager

Following implementation and Go-live, the Agencies' ongoing contact will be Mr. Trey Davis, the Client Services Manager for all Spillman agencies in the state of California. He will act as the Agencies' liaison at Spillman, managing all of the Agencies' needs. Mr. Davis will also be responsible for proactively contacting the agency to ensure its continued satisfaction with Spillman.

In addition, Spillman is initially proposing Mr. Jeff Jensen to serve as the backup Project Manager. Should the need arise to change the project team, however, we would request detailed discussions with the Agencies to determine the most appropriate resource for the project.

Please see the resumes provided in **Exhibit 2** for a more thorough review of the team assigned to this project.

If the Project Manager will not be assigned full time to this project, identify what percentage of their time will be allocated to this project.

Although a Spillman Project Manager is typically managing more than 1 project at any given time, they typically only have 1 large multi-jurisdictional project at a time. An average workload for a Project Manager usually consists of 1 large multi-jurisdictional project, 1-2 medium sized projects, and 2-3 small projects. Spillman's PM expects to be onsite regularly throughout implementation. Mr. Nyman will lead the initial pre-implementation meeting and all implementation activities after contract signing, including training days that consist of the following:

- Project team training
- Geobase training
- System administrator training
- Admin (supervisory) training
- Concurrent end user training

Spillman will be very flexible accommodating participating agencies' specific training needs. A detailed training schedule will be developed mutually between Spillman's PM and the Agencies.

All staff assigned to work on the City project shall be at the approval of the City. Any changes in personnel earmarked or assigned to this project will also require approval from the City.

Confirm.

5.5. Section IV Law Application Software Information

Section IV must include a complete history of all Law Applications proposed (CAD, MS, MDS, RMS, JMS, and AFR). Contractors must identify the original developer(s) of each Law Application including individual names, if known, and the name of the company under which development began. If ownership of the Law Application source code has changed since its inception, the ownership of the source code and date of acquisition (and from whom it was acquired) must be included along with any product name changes that have occurred.

Software Solution

Spillman's full suite of software applications are developed, owned, and supported internally at Spillman. The power of the system stems from the fact that all modules reference the same database. Because we offer a level of integration that no other system in the industry can rival, our solution can be maintained entirely by the Spillman organization. All of the software products as well as the project management, training, and support services outlined in this document, were developed and are maintained in-house.

Module/Service	Vendor
CAD software	Spillman Technologies, Inc.
RMS software	Spillman Technologies, Inc.
JMS software	Spillman Technologies, Inc.
Mobile software	Spillman Technologies, Inc.
AFR software	Spillman Technologies, Inc.
Project management	Spillman Technologies, Inc.
Training	Spillman Technologies, Inc.
Software maintenance and support	Spillman Technologies, Inc.

The integration Spillman was built on and has become known for has always been an essential component of the solution as it is the only way to ensure real-time information sharing takes place, and in the public safety industry, "real-time" is critical when it comes to data access. All of the proposed software products work in complete concert to support the timely access and use of information.

A complete year-by-year version history for each Law Application must also be included up to the date of proposal submission.

Spillman Product Release History

Version	Release Year	Major Features
Force 1.0	1986	Informix Database
Force 2.0	1989	Migration to FairCom Database
Force 3.0	1990	Created CAD module Geobase Fire Premises Law Personnel Management Classic Jail
Force 3.1	1991	Converted AT&T StateLink
Force 4.0	4/1995	Created EMS records Created inventory management Created vehicle impound management Created License & Permits Created NFIRS New CAD enhancements / modules Resources (RI) Officer status and activity history Covering units Response plans IBR Ports – ID, UT, NC Created 1 st LiveScan Interfaces User enhancements & interfaces
Force 4.1	7/1995	Created Vermont criminal history Created pawned property module Created State Link for CA, AL Created GTE E911 interface Name merge User enhancements & interfaces Laptop Module (field reporting)
Force 4.2	9/1995	Created multimedia module Created State Link for IN, WA Created evidence bar coding User enhancements & interfaces
Force 4.3	1997	Created personnel callback Created State Link for VT Created HAZMAT Created ODBC interface User enhancements & interfaces Dynamic Imaging

Spillman Product Release History

Version	Release Year	Major Features
Force 4.4	1998	Created CAD mapping Created State Link FL Created TXFIRS Started work on year 2000 issues User enhancements & interfaces Swanson Interface
Force 4.5	2/1999	Created State Link for AZ, TX, PA, OH Created Connecticut IBR Created SC IBR Created TX IBR Created WI IBR Created Alliance (early version of InSight) User enhancements & interfaces
Force 5.0	9/1999	Created StateLink for GA, CO Tested year 2000 changes Created AniTa 1.0 User enhancements & interfaces
Force 5.1 / Summit 2.0	2001	Created AniTa 1.1 Created Summit X-curses interface User enhancements and interfaces
Force 5.2 / Summit 2.1	2002	Created suspect module Created State Link NC, ID User enhancements & interfaces
Force 5.3 / Summit 3.0	2003	Porting application to Summit Summit release Created ESRI CAD mapping User enhancements & interfaces
Force 5.4 / Summit 4.0	2004	Summit enhancements Ported to Ctree Plus Created reports using style sheets Created Spillman imaging lineups User enhancements & interfaces
Force 5.4.1 / Summit 4.1	2/2005	Created new Summit reports Created attach files Summit mapping (improved features) Remove SQL/CQL dependency in reports User enhancements & interfaces
Force 5.5 / Summit 4.5 Windows 4.5 UNIX – ISAM database Windows – server database	8/2005	New Summit look & feel Windows server supported Created workflow management Created Summit pin mapping Created the integrated command center User enhancements & interfaces

Spillman Product Release History

Version	Release Year	Major Features
Spillman 4.6	2006	UNIX release only, ISAM database Created quickest route User enhancements and interfaces
Spillman 4.6.1	2007	Ctree Server integrated with UNIX server
Spillman 6.0	2008	Created Sentryx jail Geobase integration with ESRI Created visual involvements Updated imaging module User enhancements & interfaces
Spillman 6.1	2011	Ctree Server upgrade from 8.x to 9.0 Updated middle tier Non-Sentryx Commissary integration to Sentryx jail
Spillman 6.2	2012	Ctree 9.3 Spillman 2 factor authentication Additional partitioning enhancements Sex Offender module Starting to merge IBR Database into main database Updated to new version of Tomcat Increased size of statute code
Spillman 6.3	2013	Compatibility with Linux operating system Ability to install system from client installer Ability to modify Spillman and Mobile settings using the same interface System automatically checks for and installs patch updates Authenticates Mobile through Spillman server Updated graphical user interface Ability to import state returns Ability to attach and manage files in Mobile Critical notice alerts Sex offender records

Spillman InSight Release History

Version	Release Year	Major Features
InSight 1.0	2005	Initial development for InSight application
InSight 2.0	2007	Added automatic failover Added subscription option Created the browser based client Created WSDL for 3 rd party query Added quick search Added record involvements

1
2

Spillman Mobile Release History

Version	Release Year	Major Features
Mobile 1.3 (Rover)	3/1998	Initial development for wireless application
Mobile 1.4 (Rover)	11/1998	Added capability to work with TX State Link Added capability to work with CA State Link Added capability to work with WA State Link Added SCA integration
Mobile 2.0 (Rover)	11/1999	Added capability to work with PA State Link Added capability to work with OH State Link Added capability to work with AL State Link Added voiceless CAD
Mobile 2.1 (Rover)	5/1999	Added capability to work with IN State Link
Mobile 2.2 (Rover)	2000	Created an AVL prototype Added capability to work with CA (Los Angeles) State Link
Mobile 2.3 (Rover)	2001	Added capability to work with VT State Link Added capability to work with AZ State Link Created Messaging 1.0
Mobile 2.4 (Rover)	2002	Added ability to search Premises & HAZMAT
Mobile 3.0	2003	Added dynamic ORIs to mobile Added 128-bit encryption Added law incident screen and the ability to add supplemental Added feature to begin receiving images
Mobile 4.0	2004	Merged Messenger 1.0 and mobile 3.0 features Added Ecview features to State Viewer Added photos and HTML messages to Viewer Created instant messaging
Mobile 4.1	2005	Integrated InSight queries into Message Center Integrated Summit 4.1 map changes in mobile
Mobile 4.2	2006	Created involvement detail view Created emergency panic button Created Jabber instant messaging Created quickest route

Spillman Mobile Release History		
Version	Release Year	Major Features
		Added Garmin GPS support
Mobile 4.3	2007	Created UT state form DI9 Added AVL NMEA compatibility Mobile certified for Vista
Mobile 4.4	2008	Created multi-server capability Created state forms for CA, AL, UT citation
Mobile 4.5	2009	Created state forms for NJ Created Spillman forms for: Law incident Accident Citations Field interview Created mag stripe & bar code scanning Message Center command line control (Elimination of Ecview) Created electronic submission for UT Added search screens for all viewable tables
Mobile 4.6	2011	Enhanced mobile Fire (All in one screen) Updated HazMat to use CAMEO 2.0 Implemented Pictometry
Please note that beginning with the upgrade to Spillman 6.2 in 2012, Spillman now upgrades Mobile at the same time as the regular system upgrades. We no longer separate out Mobile upgrades vs system upgrades as we did in the past, they are done simultaneously.		

A complete installation list for each Law Application proposed including the date the application was first commercially licensed and installed in a law enforcement agency must be included. The installation list must include the following information:

- Name of the agency
- Location (city, state)
- Type of application (e.g., CAD, RMS, JMS)
- Date the contract was signed with the agency
- Date Final System Acceptance occurred
- The list shall be sequential by date of sale.

System Modules	Product Release
Base Modules	
Integrated HUB (includes geobase)	1990
Imaging	2004

System Modules	Product Release
Insight	2005
CLETS & National Queries	1995
Dispatch Modules for Law, Fire & EMS	
CAD	1990
CAD Mapping	1998
E-911 Interface	1995
AVL Mapping	2000
Alarm Tracking & Billing	1995
Premises Information	1990
Hazardous Materials	1997
HipLink Paging Interface	2009
Records Modules	
Law Records	1990
Evidence Management	1995
Evidence Bar Code & Audit Interface	1995
Traffic Information	1991
CA-specific UCR	2005
Licenses & Permits	1995
Pawned Property	1995
Vehicle Impound	1995
Pin Mapping	2005
Compstat - Command Solutions	2008
Mobile Modules	
Mobile RMS	1998
Mobile CLETS & National Queries	1998
Mobile AVL & Mapping	2000
Mobile Voiceless Dispatch	1999
Mobile Premises/Hazmat Info	2002

System Modules	Product Release
Mobile Quickest Route	2006
State Accident Reports	2007
State Citation Reports	2007
Mobile Law Incident Form	2003
Mobile Field Interview Form	2009
Mobile DL Scanning	2010
Premises Inspections	2009
Resources Modules	
Personnel Management	1990
Equipment Maintenance	1995
Inventory Management	1995
Fleet Maintenance	1991

For all sales of all Law Applications consummated with a signed contract during the past five (5) years, Contractors must include a current agency contact name and phone number.

As requested, please see the installation list provided as **Exhibit 4**, for more information on our customer base.

5.6. Section V Scope of Work

The format and content of Section V in the Contractor's proposal shall follow the format, and address the content required, in Section 6.0 of this RFP. Section V of the proposal must include all products and services the Contractor will provide for the fixed price not to exceed as stated in Contractor's Cost Proposal.

Confirm. Please see the separately attached **Cost Proposal** for a list of our detailed pricing.

6.0 STATEMENT OF WORK

The Statement of Work must identify and describe the project methodology, products and services that the Contractor will provide for the "fixed price not to exceed" stated in the Contractor's cost proposal.

Upon contract award, Spillman will work closely with Shasta County Public Safety Agencies to develop a detailed Statement of Work (SOW) that will outline the milestones of the project and identify all responsibilities of stakeholders. This document will provide an overview of the schedules and responsibilities of both Spillman and the Agencies to bring the project to completion, and cover topics such as change management, implementation, and deployment of interfaces. We look forward to discussing these details with the Agencies to establish a mutually agreeable schedule and overview for the direction of this project.

Under the guidance and participation of Shasta County Public Safety Agencies, Spillman will facilitate the delivery and implementation of our integrated software solutions based on the contents of a detailed SOW, which will include information on all purchased products and services as contemplated in the corresponding Purchase and License agreement. Spillman is committed to building a lifelong partnership with the Agencies by providing professional project management assistance through implementation, account management, technical services, and both initial and ongoing training. Spillman will provide the Agencies with software tools and services to implement a system that provides for the storage, retrieval, retention, manipulation, and viewing of documents, or files pertaining to the Agencies' operations.

The SOW guides the primary activities and responsibilities for the System's implementation. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which Spillman and the Agencies will consider a task complete. Below is an excerpt from our standard SOW library that represents the plan for addressing project needs:

Project Objectives:

- Provide a comprehensive public safety software solution to facilitate data management
- Provide software and services necessary for interoperability and real-time data sharing
- Provide initial and ongoing system and application administration training for proper setup and efficient software module use
- Facilitate the implementation of data entry standards

Specific SOW objectives:

- Complete the project implementation plan
- Configure, set up, and install the server
- Install and configure core Spillman software modules
- Install and configure the external interfaces
- Provide onsite system setup consultation and system/application administration training
- Perform initial system acceptance
- Provide comprehensive end user training and assistance with code table set up
- Provide Go-live assistance
- Perform final system acceptance

Change Management Procedures:

- The party requesting the change will issue a Change Request document ("Change Request"). The Change Request will describe the nature of the change, the reason for the change, and the effect of the change, which may include changes to the work product. The Change Request will also include any changes in pricing.
- Either party may initiate a Change Request for any material changes to this SOW and any applicable SOW. The requesting party will review the proposed change with the other party and the parties will negotiate reasonably and in good faith to agree upon the requested change and any changes to the fees or schedule that may result therefrom. Upon the parties' agreement, the appropriate authorized representatives of the parties will sign the Change Request, indicating acceptance of the changes by the parties.
- Upon execution of the Change Request, the Spillman and Customer Project Managers will incorporate the change into the SOW.

Project Assumptions and General Responsibilities:

- The Spillman System will be implemented in a Linux environment.
- Customer network is available and appropriately configured.
- Hardware is available that meets or exceeds Spillman's current hardware recommendations, is patched per Spillman's recommendations, and is appropriately configured.
- A TCP/IP-capable network is available for Spillman Mobile; specifically, a broadband wireless data network (3G or greater) or a similar high speed private network. At a

minimum, wireless networks should accommodate average bi-directional data rates of 256 kbit/s (kilobits per second) between the mobile client and the Spillman server.

- Customer obtains State user and terminal ORIs in a timely fashion.
- State/NCIC (StateLink) interface may not be ready for end user training; a live connection is not necessary for training exercises.
- Third party vendors provide required information for interface configuration.
- This engagement will begin on a mutually acceptable date after Spillman is in receipt of a signed contract from Customer that covers the fees and expenses described therein.
- Customer will provide appropriate technical and management resources to participate in the implementation as identified in the project tasks and responsibilities.

Customer Responsibilities:

- Maintain effective communications with the Spillman PM
- Participate in onsite project status meetings
- Respond to issues and concerns as communicated by the Spillman PM
- Provide Spillman with Customer-approved project change requests
- Coordinate required Customer tasks and responsibilities with the Spillman PM
- Manage all third party vendors for which Customer contracts facilitate project activities
- Ensure Customer project team has the knowledge and expertise for project responsibilities
- Provide onsite and dedicated VPN remote access for installation and system support
- Install Spillman application client on all computers
- Install Mobile application client on mobile computers
- Provide physical training facilities and supplies (e.g., projector, screen, whiteboard or equivalent) as well as personal computers required for training end users
- Ensure management and end user personnel are scheduled and available for training

Spillman Project Team Responsibilities:

- Function as the liaisons with Customer's designated PM
- Provide Customer with a project management plan, including a cut-over plan for Go-live
- Supply system test plans, setup, administration and configuration documentation, student manuals (training plans), and end user Documentation

- Manage all aspects of the implementation, including project communications
- Participate in the project planning and system setup
- Coordinate and schedule the delivery of all products and services provided by Spillman
- Conduct onsite project status meetings at Customer facility and attend all major project events including project kickoff meeting, system acceptance tests, project team training, and Go-live activities
- Facilitate the submission and approval of Customer change requests
- Provide responses and recommend resolutions to Customer issues
- Facilitate the server configuration and core system installation, and coordinate external interface installation
- Manage all third party vendors contracted by Spillman

Project Tasks and Responsibilities:

This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW. Spillman and Customer will perform their respective tasks through a combination of onsite collaboration, coordination via telephone, email communications, and other remote means, as appropriate.

Major Milestones:

- Agreement signing
- Hardware delivery/Core installation
- Project team training/Administration training complete
- Initial acceptance
- Interfaces
- End user training complete
- Go-live complete
- Final acceptance

Provided as **Exhibit 5** is a full Statement of Work for your review.

6.1. Project Management and Installation Services

This project will be conducted in two phases. Phase 1 will consist of a series of tasks and activities to help prepare the City and the Contractor for the installation process. The City anticipates Phase 1 will take approximately 90 days to complete. Phase 2 will consist of System preparation, installation, testing, defect remedy tasks, go-live and the acceptance process. The City anticipates Phase 2 will take approximately 18 months to complete. Completion is defined as that date the City formally accepts the System and signs off on final system acceptance. If Contractor anticipates they may be unable to achieve the timeframes identified for Phase 1 and Phase 2, an explanation must be provided in Contractor's proposal. In any event, a detailed project schedule is required as part of the proposal submitted as stated herein.

Each of our customers and each of their installations are unique, therefore, further discussion will be required to analyze the optimal specifications for Shasta County Public Safety Agencies' installation schedule. We look forward to working closely with administrators to determine the best solution for the Agencies' distinct needs. At this point, Spillman has included a preliminary implementation timeline as **Exhibit 6** for an overview of the proposed project schedule and work plan. In addition we have also included a preliminary SOW as **Exhibit 5**, which outlines general resource requirements and responsibilities for an implementation of this scope.

Phase 1 – Pre-installation Planning and Preparation will include: Kick off meeting including a three-day detailed product demonstration. Two days for end users; one day for system administrators. A one-day project planning session to review the overall project and all contract documents. Pre-installation system admin orientation/training as deemed appropriate and necessary by Contractor to help prepare IPS for the upcoming system installation.

A detailed workflow and IPS network analysis conducted by Contractor to identify and document pre-existing conditions that may impede Contractor's ability to successfully install the System. During the network analysis, Contractor will examine and test the network for throughput, performance, errors, and deficiencies of any kind that may be in need of correction, replacement or repair. Contractors may propose minimum workstation configurations and models in lieu of individual workstation testing.

Contractors are to propose the time and work schedule for this activity in the proposal and project schedule based on the information provided in this proposal.

Phase Planning

With unrivaled installation success in the public safety software industry, Spillman is confident our implementation experience will aid in working with Shasta County Public Safety Agencies to design an appropriate schedule. In the following questions, we've supplied both responses and visual outlines to the Agencies' request for phase planning. Spillman is dedicated to

1 working with the Agencies to establish an optimal pre-installation timeline for a project of this
2 size.

3
4 The specific workflow, setup, and maintenance of the system will be completely covered in the
5 training included in the proposed solution. The Agencies should, at the minimum, designate an
6 individual who has experience supporting application software, networking, hardware, and
7 communications. In some cases, an agency can divide these responsibilities among multiple
8 individuals. We also recommend that an agency have a backup administrator in case the lead
9 system administrator is away on vacation, sick, or otherwise leaves the office.

10
11 Spillman will also distribute assignments to complete the setup of department-specific tables
12 and codes prior to training and Go-live dates. The need for ongoing support should be minimal
13 after initial setup, but the time requirements are dependent upon the experience of the
14 Agencies' designated system administrator.

15
16 Spillman will work with the Agencies to assist with system administrator training, as well as
17 define system test and acceptance criteria to eliminate confusion related to validating system
18 requirements prior to Go-live. Certification, as well as system and acceptance testing, is
19 absolutely essential to new or developed products, and Spillman's proposed implementation
20 timeline and SOW have been designed to ensure a smooth transition. Spillman has included a
21 preliminary implementation timeline as **Exhibit 6**. A more customized schedule will be built for
22 the Agencies' implementation process once project specifics are established.

23
24 **Cost of repairs or upgrades of the pre-existing network will be the responsibility of**
25 **the City.**

26
27 Confirm.

28
29 **Forms review exercise for each agency (APD, RPD and SCSO) to identify those**
30 **documents that will be eliminated or require changes to conform to the workflow**
31 **processes of the new System. Note: All forms for all three agencies have already**
32 **been compiled, indexed, and placed in a three ring binder (one per agency) and will**
33 **be provided to Contractor during the work group sessions for this exercise.**

34
35 **At the completion of Phase 1, Contractor shall prepare a written report that**
36 **discusses the activities and results of the activities stated above. The report must**
37 **also identify deficiencies, repairs, changes, upgrades, replacements, etc. (if any)**
38 **that Contractor deems necessary to meet the requirements of the contract**
39 **negotiated. Contractor's report shall also include any suggested changes or**
40 **adjustments that may be necessary to update the contract documents. A change**
41 **order may or may not be negotiated at the time of report submission. The City will**
42 **review the report, and if accepted, negotiate and execute a mutually agreeable**
43 **change order and, with approval from the IPS Board of Directors, issue an "Order to**
44 **Proceed" with the implementation process. City reserves the right to verify/validate**
45 **any recommendations made by Contractor in the report and shall be the sole**

1 **decision maker as to whether or not to make the adjustments recommended by**
2 **Contractor.**

3
4 During the PIM, Evan Nyman will meet with agency representatives and provide a workflow
5 analysis to better prepare Spillman trainers for unique agency needs. Mr. Nyman will then
6 review contracts and supply an overview of the implementation process to ensure Spillman is
7 prepared to deliver the products and services as agreed upon.

8
9 All changes to the project schedule will be mutually agreed upon and, as requested,
10 documented via the jointly approved change order process. Any changes that occur will be a
11 part of the project status reports provided by Spillman's PM, Mr. Nyman. Evan Nyman will
12 meet regularly with the Agencies' staff to develop and modify the work plan as needed. Input
13 from personnel will be vital for a successful transition and ongoing system effectiveness.

14
15 Spillman and the Agencies will then grade the system's performance during Functional Testing;
16 after which Spillman will either correct any failure or inform the Agencies of when the
17 correction will be complete. Once Spillman corrects a failure, additional testing will be
18 conducted to confirm the resulting functionality. This process is considered complete when the
19 Spillman application operates according to the Functional Specifications Document, and
20 Spillman either has remedied items that failed the test, or has provided a mutually acceptable
21 written explanation of when the failure will be corrected.

22
23 Communication and collaboration will facilitate proficient workflow adjustments throughout
24 this project. Spillman's dedication to mutually satisfactory implementation planning is
25 displayed by incorporating efficient change order negotiation to help meet the Shasta County
26 Public Safety Agencies' goals. Working closely with the Agencies to assess essential details and
27 procedures will ensure the process is as streamlined as possible.

28
29 **Phase 2– System Installation: The installation process of the new System will**
30 **begin upon successful completion of Phase 1. The Contractor must install the**
31 **System on the preexisting network infrastructure at IPS facilities.**

32
33 **Contractor shall discuss in detail the implementation process in this section of the**
34 **proposal. City and Contractor responsibilities shall be clearly described and**
35 **delineated as it relates to each step of the process. Contractor must include a**
36 **detailed project schedule that lists the tasks and assignments associated with the**
37 **project for both parties, from project initiation through final system acceptance.**

38 39 **Implementation Process**

With over 30 years of experience and more than 1,400 customer agencies throughout the United States, Spillman has a long history of maintaining successful partnerships. We have an unprecedented implementation success rate due to our proven and established methodology. A typical implementation consists of multiple meetings directed by the Spillman PM assigned to the agency. Onsite meetings were designed to prepare agencies for the transition to a new system and establish expectations moving forward. Please review our detailed SOW (**Exhibit 5**) for a more clearly defined list of each party's tasks and responsibilities.

Internal Kickoff Meeting

The PM assigned to an agency organizes an internal kickoff meeting where attendees (PM, sales representative, training manager, and installation manager) work together to



Spillman's typical implementation includes several onsite meetings before Go-live

ensure a clean hand-off from sales to project management. At this point, contracts are reviewed with Sales to make sure that the service departments are prepared to meet all expectations.

Onsite Pre-Implementation Meeting (PIM)

During the PIM, the Spillman PM goes over contracts to ensure Spillman is prepared to deliver the products and services as agreed upon. The PM also provides an overview of the implementation process including proposed timeline, training schedule, duties of the system administrator, data entry standards, workflow analysis, and Spillman support.

Onsite Training Meeting

Spillman's training coordinator meets with agency representatives to conduct a workflow analysis and better prepare Spillman trainers to handle any unique agency needs. During this meeting, the training schedule is also finalized and approved for agency signoff.

Project Team Training

During the project team training phase of implementation, Spillman provides an overview of the purchased application, along with a full demonstration of its functionality. At this time, Spillman and the agency jointly verify Spillman's ability to meet an agency's functional specifications requirements, documenting the functionality that meets these requirements and identifying any outstanding concerns.

End User Training

Spillman's PMP-certified personnel provide onsite end user training at implementation that prepares system users to function skillfully in a number of capacities. Spillman

provides customized training modules to end users that consist of classroom instruction, written examinations, and supervised repetition on the computer terminals. Information obtained during the PIM meeting and Project Team Training is incorporated into the training to ensure a smooth and comfortable transition for the end user.

Go-Live

The Spillman PM and training personnel provide hands-on assistance at Go-live to ensure a successful transition to the Spillman software.

Spillman bases its project schedule on more than 30 years of experience implementing public safety software systems for a wide variety of agency types and sizes. Since the inception of the company's public safety software in 1982, Spillman has an unrivaled track record for successful implementation. Please see **Exhibit 6** for a proposed implementation timeline, as requested.

The new System will utilize existing personal computers and MDCs.

Confirm.

Development of Interfaces and Custom Modifications will include, a) developing, testing and demonstrating to the City, the successful completion of all interfaces and software modifications; b) Updating end user and system administration documentation to be in compliance with contract requirements, and; c) providing not less than six (6) copies (five printed, one electronic) of all System and end user documentation to the City not less than ninety (90) days prior to go live operations. Contractor must provide written authorization to reprint the documentation for internal use only.

Development of Interfaces

Spillman uses a seven-step process for the development of interfaces. For this reason further qualification would be required for Spillman to provide accurate pricing for interfaces currently not developed. The following list outlines Spillman's general approach to developing an interface:

- Step 1** Spillman researches and gathers specifications for the interface, requiring cooperation from the third party vendor through release of an Application Protocol Interface (API). The API describes connectivity and required message format.
- Step 2** Spillman creates a quote and Scope of Work document containing all project requirements. The SOW and Purchase Agreement are signed by both Spillman and the Department.
- Step 3** Spillman develops the interface according to the third

party's standard API.

Step 4 The interface is installed in a test environment on the State's Spillman server.

Step 5 Spillman conducts testing onsite.

Step 6 The interface undergoes live database beta testing. The interface is monitored for several weeks.

Step 7 Testing concludes and the interface is incorporated into standard Spillman support.

Custom Software Modifications

The process of determining and developing product enhancements is largely based on the feedback we receive from our customers. In fact, approximately 80% of all annual product enhancements stem from user suggestions. Enhancement requests can be submitted to Spillman at any time, and all customers have the opportunity to vote on their most desired enhancements at our annual user group conferences.

To support the enhancement process, Spillman employs several specialists who research market trends, technological developments, and industry needs. This approach to our product development ensures that our customers play a large role in the evolution of our solution, and that our technology responds to market needs.

- **Customer enhancement requests** – Our customers always have the option to submit enhancement requests to Spillman. At our annual Users' Conference, Spillman customers are given the opportunity to vote on the most desired enhancements. Spillman makes every effort to incorporate user feedback into the product's development.
- **Industry demands** – Spillman performs extensive research into the current and upcoming trends not only in public safety, but also software capabilities in general. We incorporate the findings of this research into product development to ensure our customers always have access to cutting-edge technology.

Enhancements and version upgrades are available approximately every 18 months. All software enhancements and releases are provided free of charge as part of a current maintenance and support agreement with Spillman Technologies.

System Administrator training will be required to prepare staff for the set-up and configuration tasks assigned to the City.

System Administrator Training

Specialized training courses and documentation will be offered for the Agencies' SAA, including instruction on:

- Basic application administration
- System fundamentals
- Maintenance operations
- Code table setup
- Project team development

The SAA may perform any tasks at any time (i.e., maintenance, security, and user application). As the dedicated training and support specialist for the project, the SAA assists users with system applications and operate a help desk for system issues.

Before Spillman initiates any new release or upgrade, our support technicians work with the agency to discover existing configurations or customizations. Spillman then saves all configurations to a separate location before performing an upgrade. Once the upgrade is complete, the agency's unique configurations are then reloaded.

All Spillman-licensed software enhancements and releases are provided free of charge as part of a current maintenance and support agreement with Spillman Technologies. Spillman typically schedules major releases approximately every 18 months with two or three minor upgrades released every year (update notes and information prior to any release).

Contractor will install, with as-needed assistance and support from the City, the server(s) and the base software (Law Applications without interfaces or custom source code modifications) in support of pre-installation system configuration activities.

Installation Configuration

The Spillman installation staff will be onsite to install the client software and oversee end user and system administration training. Onsite server installation services consist of plugging in the server, assigning an IP address, and configuring the machine to work with our software. In addition, Spillman install technicians load the operating system and mirror the hard disks.

The Shasta County Public Safety Agencies' installation responsibilities would include providing an appropriate location where the server will permanently reside, securing an IP address for the

server, and dedicating an area in which the installation technician could configure the new server. Networking would also be the responsibility of the Agencies. Although Spillman handles the assignment of the IP address to the server, the TCP/IP network is the responsibility of the customer. Spillman would need security access rights to maintain support, as well as modem access in order to provide remote support and version upgrades as needed.

It is recommended that the project have a backup administrator in case the lead system administrator is away on vacation, sick, or otherwise leaves the office. Training is scheduled as part of the pre-implementation meeting to ensure all required personnel will be in attendance at their recommended training. Spillman distributes assignments to complete the setup of department-specific tables and codes prior to training and Go-live dates. This detailed installation process will ensure both Spillman and the Agencies fully understand the responsibilities of each so nothing gets missed. We will work closely with Shasta County Public Safety Agencies to ensure an appropriate timeline for installation is established and all expectations are understood prior to beginning the transition.

Ordering and Installation of all Hardware and 3rd Party Software will include a) reviewing the hardware configuration with the City, b) updating the hardware configuration to reflect current models and making any changes deemed necessary by the City; c) ordering and installing the hardware and 3rd party software in City facilities on the pre-existing network; d) conducting initial tests of the equipment upon arrival and installation and, e) correcting any problems or deficiencies in a timely manner.

Confirm.

Installation of Law Applications and all Interfaces will include a) installing and configuring all Law Application Software and interfaces, and, b) the completion of all tasks required in order to prepare the System for go live operations. Contractor will instruct (and assist where necessary), the building of tables, setting system configuration options, setting up users, testing the network and all components as a "complete" System, and complete all end user and system administration training on all facets of the System installed. Contractors MUST clearly identify in their proposal the resource and personnel requirements necessary to complete any City assigned responsibilities. Failure to adequately describe the tasks to be assigned to the City and the amount of time and resources required of the City to complete those tasks may result in rejection of Contractor's proposal or additional work being placed on the Contactor during implementation at no additional cost to the City.

Installation Responsibilities

A Spillman systems engineer is onsite to install our software, as well as test, adjust, and perform the preliminary configuration of the operating system. The systems engineer will manage the server configuration, oversee core system installation, and coordinate the installation of any external interfaces to ensure completion of required tasks prior to Go-live.

The Agencies' installation responsibilities would include providing an appropriate location where the server will permanently reside (usually a computer room), securing an IP address to be used by the server, and dedicating an area in which the installation technician could work while configuring the new server. Networking would also be the responsibility of the Agencies. Although Spillman handles the assignment of the IP address to the server, the TCP/IP network is generally the responsibility of the customer. Spillman would also need security access rights during installation and afterward for support, as well as modem access in order to provide remote support and version upgrades, as needed.

It is recommended that the project have a backup administrator in case the lead system administrator is away on vacation, sick, or otherwise leaves the office. Training is scheduled as part of the pre-implementation meeting to ensure all required personnel will be in attendance at their recommended training. Spillman distributes assignments to complete the setup of department-specific tables and codes prior to training and Go-live dates. As indicated in Spillman's SOW (**Exhibit 5**), the Agencies' personnel will be expected to perform the following tasks:

Customer Responsibilities:

- Maintain effective communications with the Spillman Project Manager
- Participate in onsite project status meetings
- Respond to issues and concerns as communicated by the Spillman Project Manager
- Provide Spillman with Customer-approved project change requests
- Coordinate required Customer tasks and responsibilities with Spillman PM
- Manage all third party vendors
- Ensure Customer project team has the knowledge and expertise for responsibilities
- Provide onsite/dedicated VPN remote access for installation and system support
- Install Spillman application client on all computers
- Install Mobile application client on mobile computers
- Provide training facilities/supplies and personal computers for training end users
- Ensure management and end user personnel are scheduled for training

Our detailed installation process will ensure both Spillman and the Agencies fully understand each participant's responsibilities so nothing gets missed. We will work closely with Shasta County Public Safety Agencies to ensure an appropriate timeline for installation is established and that all expectations are understood prior to beginning the transition.

1
2 **A phased implementation will be determined based on the final System**
3 **configuration but it is assumed at this time that the first Subsystems to go live will**
4 **be JMS and CAD (CAD/MS/MDS), followed by RMS, followed by AFR. Interfaces**
5 **directly related to their respective Law Applications must be included in the go live**
6 **process. The City feels a phased implementation is necessary to minimize risk**
7 **should there be any significant problems in need of resolution before going live**
8 **with the next Law Application. Contractors may offer an alternative approach to**
9 **the go-live process. Contractor must also provide sufficient justification for any**
10 **variance in order to be considered by the City.**
11

12 **Phased Implementation**

13 Although Spillman's typical implementation is not a phased approach, we have had success in
14 have a phased implementation, especially as it relates to JMS. Spillman is open and willing to
15 putting together an implementation approach that best fits the need of the consortium agencies,
16 whether that is going live on all applications at the same time or via a phased approach.
17

18 The Project Manager assigned to this project will be responsible for managing the project work
19 plan in accordance with mutually agreeable terms established at contract inception. This will
20 likely be a moving target as tasks and deliverables may change to adapt to expanding or
21 evolving project needs. The Shasta County Public Safety Agencies' PM, Evan Nyman, will
22 coordinate efforts on both sides to finalize project schedules and approve changes made to the
23 initial plan. Mr. Nyman has years of experience managing projects similar to the Agencies' and
24 will be the ongoing contact for communication as the plan progresses.
25

26 To ensure a smooth and organized implementation, Spillman generally uses a detailed SOW to
27 govern the implementation process (a sample of which is included as **Exhibit 5**). This document
28 describes key project milestones, as well as the responsibilities of both Spillman and Shasta
29 Agencies during each stage of the process.
30

31 **Contractors must explain what steps will be taken to minimize catastrophic failure**
32 **during go-live operations.**
33

34 **System Test and Acceptance Criteria**

35 Certification, as well as system and acceptance testing, is absolutely essential to new or
36 developed products. Spillman will work with Shasta County Public Safety Agencies to clearly
37 define system test and acceptance criteria in order to eliminate confusion related to validating
38 system requirements.
39

40 **Functional Requirements Review**

41 During the Project Team training phase of implementation, Spillman will overview the
42 purchased application and demonstrate functionality. At this time, Spillman and the
43 Shasta County Public Safety Agencies will jointly verify Spillman's responses to the RFP.
44 If there are discrepancies between the demonstrated product and the RFP response,
45 Spillman and the Agencies will mutually agree on the source of the discrepancy and
46 develop a plan of action for resolution. If possible, Spillman will resolve the

inconsistency immediately. If this is not possible, Spillman and the Agencies will agree on and document an alternative plan of action (a customer workaround or future Spillman enhancement).

After Project Team training, Spillman's PM will generate a Functional Specifications Document reflecting the verified functionality. The Customer Project Team will review this document for accuracy. Once Spillman and the Agencies agree on the Functional Specifications Document, it will then be the basis for functional testing and warranty.

Functional Testing

Following System Administrator training, Spillman and the Agencies will conduct functional tests at the customer location. Spillman will provide the customer with its standard functional acceptance tests for each Spillman application module. If desired, the Agencies can develop additional mutually agreeable tests and scenarios for implementation. With Spillman's assistance, the Agencies will conduct functional tests to verify that commands work as intended within mutually developed test scenarios. These tests will confirm that each module and all interfaces function according to the Functional Specifications Document. In the process of requirement testing, the Agencies will also test for precision with specific commands:

- Accurate execution of the intended function in the manner expected
- Appropriate generation of the acknowledgement message
- Correct transfer of information
- Proper generation of error messages for incorrect input

During Functional Testing, Spillman and the Agencies will grade the performance of required functionality. Spillman will then correct any failure or communicate when the correction will be complete. Once Spillman corrects a failure, additional testing will be conducted to verify use.

This process is considered complete when the Spillman application operates according to the Functional Specifications Document, and Spillman either has remedied items that failed the test, or has provided a mutually acceptable written explanation of when the failure will be corrected.

System response time guarantees are required. A proposal that does not offer reasonable response time guarantees will not be considered. System response times shall be defined as the interval that elapses from the moment the user presses the "enter" key or "clicks" a mouse button to the moment the last character of the computer's reply is received and control is returned to the workstation. System response time guarantees must be provided for all Law Applications.

The proposed Spillman system is used by over 1,400 clients across the United States and provides exceptional performance that can meet the Shasta County Public Safety Agencies' requirements. Please note, however, that response times are primarily hardware dependent, and transaction rates are directly proportional to the stress placed on the component itself. Common stress factors include power dissipation, voltage level, current load, temperature, humidity, shock/vibration, package design, and factory burn-in. Due to the variety of factors involved, as well as hardware vendors' failure to guarantee equipment reliability, Spillman is hesitant to guarantee a specific reliability figure for the proposed system. We invite the Agencies to visit, or communicate with, Spillman reference agencies to inquire about any response time questions or concerns.

Spillman requests an in-depth discussion with the Agencies to assess the proficiency of the Agencies' hardware configuration as it is not Spillman's intention to accept blanket guarantees hinged upon alternative component capabilities. Rather, it is Spillman's standard practice to offer mutually acceptable terms and conditions of contracts. While most of the items in this RFP are agreeable to Spillman, further negotiations are requested to accommodate the needs of the Agencies' unique system environments. We are confident that contract terms can be negotiated in good faith to meet both party's needs, and we look forward to negotiating mutually agreeable response times to govern our ongoing partnership.

At a minimum, the CAD system shall process all transactions with speed not to exceed one second. RMS, JMS and AFR shall process all transactions with speed not to exceed three seconds with the exception of complex ad hoc reporting or sophisticated crime analysis computations. For these tasks, the system shall process all transactions with speed not to exceed five seconds. For Mobile Data Service coverage, Acceptable Performance shall be defined as achieving two-way (query and response) transactions on a channel without congestion (i.e., no delay for channel access due to traffic contention) for a uniform mix of test messages. Contractor shall present the range of guaranteed time in seconds that the MDS and AFR will provide for various message sizes and for all transactions that the MDS and AFR will be responsible (i.e., car-to-car, car-to-CLETS, messaging, all field reporting related activities, etc.).

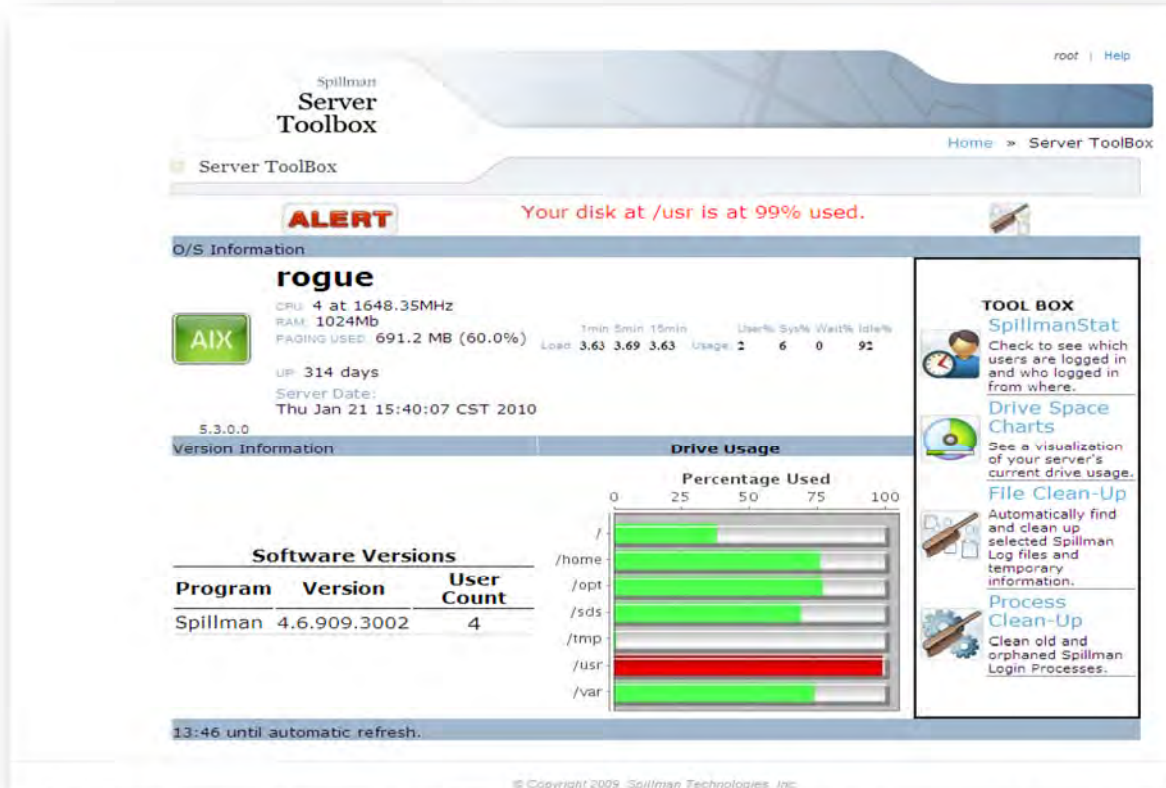
Confirm. The proposed Spillman system provides exceptional performance that can meet Shasta County Public Safety Agencies' requirements. Response times are primarily hardware dependent, however, and transaction rates are directly proportional to the stress placed on the component itself. Due to the variety of factors involved, as well as hardware vendors' failure to guarantee equipment reliability, Spillman is hesitant to guarantee a specific reliability figure for the proposed system. We invite the Agencies to visit, or communicate with, Spillman reference agencies to inquire about any response time questions or concerns.

Performance of critical applications shall not be impacted by lower priority system use. There shall be no "down time" due to routine maintenance and back up procedures for the CAD Subsystem.

1
2 Spillman uses internal tools to monitor usage. Resource warnings will assist Shasta County
3 Public Safety Agencies' SAA in taking action to prevent the system from going down. Servers
4 provide warnings when resources are low, in most cases utilizing an error dialog box. In
5 addition to these tools, Spillman's Application Server provides a web-based control panel to
6 manage all administration tools. This server is accessible using an Internet browser on any
7 computer connected to Spillman.

8
9 Spillman's Application Server provides many free tools including our Server Toolbox, which
10 provides administrators with a graphical user interface for efficiently managing system
11 resources. Using this Toolbox, administrators can monitor system usage at a glance without the
12 need to run any text commands.

Administrators can also avoid server or system problems by setting alert thresholds that indicate when server modifications are needed. Spillman's Server Toolbox reports on a number of performance metrics, including, but not limited to:



Spillman's Server Toolbox provides information regarding the health and performance of the system

- Server CPU number (#) and speed
- Server RAM information
- Server Paging Space used
- Server Load Average
- Percentage (%) of time the CPU is spending on user processes
- Percentage (%) of time the CPU is spending on Kernel tasks
- Percentage (%) of time the CPU is waiting for input or output of block devices
- Percentage (%) of time the CPU is idle
- Time since last reboot
- Operating system version
- Spillman users logged into the Spillman application
- Mobile users logged in

- Select information on disk space usage
- Server date and time
- Old and/or orphaned processes

Uptime guarantees are also required. The CAD/MS/MDS Law Application(s) shall maintain at least a 99.999% "uptime". Both the 99.999% "up time" and the response times listed herein must be guaranteed during the final system acceptance test period and any extension thereof.

Spillman has consistently operated in a 99.99% to 99.999% rate of uptime for many years. If an agency experiences frequent crashes due to system instability, officers may be put in danger and the system may be detrimental to the agency. In an industry where seconds count, downtime could mean the difference between life and death, but establishing an acceptable benchmark for system uptime can be a real challenge for agencies looking to upgrade. Many vendors claim they can provide 99.999% uptime, but agencies should be informed about what this actually means.

A case study performed by Spillman customer of 20+ years, Monrovia Police Department in California, found that during a 12-year period only 107 hours of scheduled downtime were experienced, which were due to upgrades and enhancements. They had only 3 hours 20 minutes of unscheduled downtime, or 0.00003% and 0.00102% scheduled downtime, due to hard drive failure, problems with the operating system, and/or database failure (details of this study are available upon request.). Other Spillman customers have had similar experiences. Based on the success and track record of Spillman agencies such as Monrovia, the Spillman server, operating system, and database have been field-proven as mission-critical platforms.

Staffing levels and volume estimates are found in Exhibit D, Volume Estimates based on a 15% estimated population increase by 2020. The volume estimates in Exhibit D (plus 15%) will be used as the baseline for System response time guaranty requirements during the final system acceptance test.

Spillman leverages existing partnerships with several organizations in the field to provide industry standard third party applications for High Availability and Disaster Recovery. From a high level, Spillman recommends a clustered virtual environment with direct or fiber attached storage. The virtualization software can then be used for local High Availability inside the cluster and offsite Disaster Recovery to a remote destination.

Since each installation is unique, however, further discussion will be required to analyze the exact specifications. There are a variety of options related to high availability that may be appropriate for the Agencies' project, and we look forward to working closely with administrators to determine the best solution for its unique needs.

Contractors are required to identify any limitations or contingencies that would impede their ability to provide the performance guarantees required herein.

As stated above, response times are primarily hardware dependent and transaction rates are directly proportional to the stress placed on components themselves. The common stress factors (i.e., power dissipation, voltage level, current load, temperature, humidity, shock/vibration, package design, and factory burn-in) are due to varieties of factors, including hardware vendors' failure to guarantee equipment reliability. For these reasons, Spillman is hesitant to accept blanket performance guarantees for the proposed system.

That said, Spillman's full suite of software applications are developed, owned, and supported internally at Spillman headquarters as a commercial off-the-shelf solution, which in most cases means very few performance limitations.

The Contractor must keep the System current with all Updates throughout the implementation process.

The Spillman Account Manager assigned to the Shasta County Public Safety Agencies will consistently notify the Agencies of new software releases and upgrades. If the Agencies wants to schedule an upgrade, this could be arranged through contacting Spillman's Customer Support team. The following outlines the general tasks followed when performing software system upgrades:

- The customer's System Administrator performs a full system backup and makes sure all users exit the Spillman application.
- The Spillman Support Technician runs upgrade utilities to convert tables over to the new Spillman version.
- The Spillman Technician moves new Spillman files into the appropriate directories and moves converted tables into the live database directory(s).
- The customer's System Administrator tests the new version of Spillman application with converted tables.
- The customer's System Administrator creates a backup of the database and verifies it.
- The agency's users log on to the system and continue work in the upgraded version of the software.

Spillman makes every effort to minimize the downtime during upgrades. Because we will arrange the upgrade schedule around the Agencies' needs, the process of performing an upgrade places minimal stress on an agency's operations.

The Contractor must keep the System current with all state and federal requirements during the term of the contract at no additional cost and so long as the City remains a maintenance-paying customer of the System installed. As an option to this requirement, the Contractor may provide a set of software tools through the use of which will allow the City to meet this objective with or without assistance from the Contractor.

Confirm. Spillman's business philosophy allows our customers to take full advantage of our continually improving technology through receiving comprehensive, updated software and its ongoing maintenance. All Spillman-licensed software upgrades and enhancements are included as part of an executed Support Agreement within the contract.

While other industry vendors often structure agreements that include minimal service commitments, such as version upgrades and bug fixes or enhancements for only a specified time period, Spillman includes all software upgrades and enhancements free of charge for the life of the partnership.

The system will be fully tested in a live operational environment for a period of not less than 90 days during which time reproducible defects must be fully remedied and all performance and uptime requirements met as a condition of final system acceptance.

Confirm. Please see page 87 below for a detailed overview of our proposed Acceptance Testing process.

When Contractor has successfully completed all terms and conditions of the contract, a written request for final system acceptance may be submitted to the IPS Board of Directors with approval from the City's Project Manager.

Confirm. Final System Acceptance can occur when:

- The Spillman System has operated for 30 consecutive days without a P0 error
- The Spillman System has operated for 30 days without a P1 error
- All P2 Errors have been corrected or a mutually agreeable resolution or plan to resolve all P2 errors has been developed

Spillman needs to be notified in writing of any errors before the end of the reliability period. All errors must be reproducible. If Spillman has not been notified of any Errors within the 30 day Reliability Test period, the System will be deemed accepted.